



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
JUNE 21, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

- PASTOR ROBERT BERRY, JR. OF WORD OF LIFE - POINDEXTER**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

- 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."**
- APPROVAL OF THE MAY 24, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**

INTRODUCTION OF ORDINANCES

- ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUIRING A MANDATORY PUNISHMENT AND FINE FOR PARENTS AND OR GUARDIANS OF MINORS UNDER 18 YEARS OF AGE WHO HAVE COMMITTED A CRIME WITH A HANDGUN AND OR FOUND TO HAVE POSSESSION OF A HANDGUN DUE TO NEGLIGENCE. (BANKS)**
- ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING I-55 FROM HIGH STREET TO NORTHSIDE DRIVE TO SUPERINTENDENT D.R. CURRY, SR. HIGHWAY. (STOKES)**

6. **ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. (KING, LUMUMBA)**

REGULAR AGENDA

7. **CLAIMS (MALEMBEKA, LUMUMBA)**
8. **PAYROLL (MALEMBEKA, LUMUMBA)**
9. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
10. **ORDER RE-APPOINTING BARBARA HILLIARD TO THE JACKSON PUBLIC SCHOOL BOARD. (LUMUMBA)**
11. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VIRGINIA LYNN WATKINS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
12. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAUL FORSTER TO THE JACKSON-HINDS LIBRARY BOARD. (LUMUMBA)**
13. **ORDER RATIFYING THE ACCEPTANCE OF CAMERA REPAIR SERVICES FROM GLOBAL SECTOR SECURITY, LLC FOR PROFESSIONAL SERVICES RENDERED AT THALIA MARA HALL ON FEBRUARY 1, 2022, AND MARCH 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND, ONE HUNDRED AND SIXTY-FOUR DOLLARS AND NINETY-TWO CENTS (\$1,164.92). (KIDD, LUMUMBA)**
14. **ORDER REVISING THE FISCAL YEAR 2021 - 2022 SMALL BUSINESS ADMINISTRATION'S SHUTTERED VENUE OPERATOR GRANT BUDGET. (KIDD, LUMUMBA)**
15. **ORDER AMENDING THE CITY OF JACKSONS PAY PLAN TO CHANGE THE RANGE OF LEGAL SECRETARY FROM RANGE 15 TO 18, SR. LEGAL SECRETARY FROM RANGE 19 TO 20, PARALEGAL I FROM RANGE 18 TO 21, PARALEGAL II FROM RANGE 22 TO 23, LEGAL ADMINISTRATIVE COORDINATOR FROM RANGE 20 TO 23, EXECUTIVE LEGAL ADMINISTRATOR FROM RANGE 24 TO 27, DEPUTY CITY ATTORNEY I FROM RANGE 31 TO 35, DEPUTY CITY ATTORNEY II FROM RANGE 37 TO 38, DEPUTY CITY PROSECUTOR FROM RANGE 28 TO RANGE 35, SENIOR DEPUTY CITY PROSECUTOR FROM RANGE 31 TO 38, CITY PROSECUTOR FROM RANGE 37 TO 44.**
16. **ORDER AUTHORIZING AN AMENDMENT TO CHANGE THE VENDOR IN THE BUDGET REVISION TO FY 2021-2022 FIRE DEPARTMENT'S BUDGET FOR THE**

PROCUREMENT OF A 30 X 30 SHED FROM CAROLINA CARPORTS, INC. TO METAL ROOFING SYSTEMS, INC. TO BE UTILIZED AT THE JACKSON FIRE DEPARTMENT RAINING ACADEMY LOCATED AT 1240 S GALLATIN STREET JACKSON, MS AND AUTHORIZATION TO TRANSFER FUNDS FROM ONE ACCOUNT TO ANOTHER ACCOUNT. (OWENS, LUMUMBA)

- 17. ORDER AUTHORIZING THE CONTRIBUTING OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO THE REAL COWBOY ASSOCIATION, LLC., FOR THE PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE POSSIBILITIES AND OPPORTUNITIES IN THE CITY OF JACKSON MISSISSIPPI. (HARRIS, LUMUMBA)**
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JULY 2, 2022, AT A COST OF SIXTEEN THOUSAND DOLLARS (\$16,000.00). (WARD 1) (HARRIS, LUMUMBA)**
- 19. ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00) FROM DHARMA PROFESSIONAL SERVICES LLC FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORKS EXHIBITION AT SMITH WILLS STADIUM. (HARRIS, LUMUMBA)**
- 20. ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO JOIN MISSISSIPPI 811, INC. (KING, LUMUMBA)**
- 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A ONE (1) YEAR SERVICE AGREEMENT WITH SUEZ TECHNOLOGIES, INC. TO PROVIDE INSIGHT SERVICES AND 24/7 TECHNICAL SUPPORT FOR THE MEMBRANE PLANT AT O.B. CURTIS WTP. (ALL WARDS) (KING, LUMUMBA)**
- 22. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02. (KING, LUMUMBA)**
- 23. RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS. (WARD 3) (KING, LUMUMBA)**
- 24. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003) LPA/104587. (WARD 5) (KING, LUMUMBA)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE GROUP A SIGNAL PROJECT. (WARDS 4 & 5) (KING, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH GARVER, LLC, FOR THE GROUP B SIGNAL PROJECT. (WARDS 1, 2 4, 5, 6, & 7) (KING, LUMUMBA)**
27. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT CARBON DIOXIDE EQUIPMENT PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY. (KING, LUMUMBA)**
28. **RESOLUTION OF THE CITY COUNCIL SUPPORTING THE TRI-COUNTY MOUNTAIN BIKE ASSOCIATION'S APPLICATION FOR A TRAIL ACCELERATOR GRANT FOR THE MOUNTAIN BIKE TRAILS AT BUDDY BUTTS PARK. (WARD 4) (KING, LUMUMBA)**
29. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY. (C. MARTIN, LUMUMBA)**
30. **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY/RISK MANAGEMENT DIVISION. (C.MARTIN, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TIM HOWARD TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI. (MARTIN, LUMUMBA)**
33. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE FIRST ANNUAL PROTECT YOUR PEACE YOGA, ART, AND MUSIC FESTIVAL (BANKS)**
34. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

DISCUSSION

35. **DISCUSSION: OVERHEAD SIGN SUPPORT TRUSSES FOR BOBBY RUSH SIGNS (LUMUMBA)**
36. **DISCUSSION: HOMELESS POPULATION & GATEWAYS (HARTLEY)**
37. **DISCUSSION: CRIME PRIORITIES & HOLDING FACILITIES (HARTLEY)**
38. **DISCUSSION: BLACK RODEO (STOKES)**
39. **DISCUSSION: MENTAL ILLNESS (STOKES)**
40. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

41. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, CELEBRATING, AND COMMENDING JAY JOHNSON FOR YEARS OF DEDICATED SERVICE TO THE CITY OF JACKSON. (JACKSON CITY COUNCIL)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING A PUNISHMENT AND FINE FOR PARENTS, GUARDIANS OR CUSTODIANS OF MINORS UNDER 18 YEARS OF AGE WHO HAVE COMMITTED A CRIME WITH A HANDGUN AND/OR FOUND TO HAVE POSSESSION OF A HANDGUN.

WHEREAS, the City Council of Jackson, Mississippi is committed to reducing violent crimes where handguns, firearms and/or illegal firearms are used; and

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability of parents, guardians and custodians with authority over minors convicted of committing a crime with a firearm, handgun or illegal firearm; and

WHEREAS, the word handgun means a pistol, revolver or other firearm of any description, loaded or unloaded, from which any shot, bullet or other missile can be discharged, the length of the barrel of which, not including any revolving, detachable or magazine breech, is less than 16 inches; and

WHEREAS, this ordinance exempts the possession of handguns by minors in accordance with the statutory exemptions listed below in MS State Law Section 97-37-14,

(1) Except as otherwise provided in this section, it is an act of delinquency for any person who has not attained the age of eighteen (18) years knowingly to have any handgun in such person's possession.

(2) This section shall not apply to:

(a) Any person who is:

i) In attendance at a hunter's safety course or a firearms safety course; or
ii) Engaging in practice in the use of a firearm or target shooting at an established range authorized by the governing body of the jurisdiction in which such range is located or any other area where the discharge of a firearm is not prohibited; or

iii) Engaging in an organized competition involving the use of a firearm, or participating in or practicing for a performance by an organized group under 501(c)(3) as determined by the federal internal revenue service which uses firearms as a part of such performance; or

iv) Hunting or trapping pursuant to a valid license issued to such person by the Department of Wildlife, Fisheries and Parks or as otherwise allowed by law; or

v) Traveling with any handgun in such person's possession being unloaded to or from any activity described in subparagraph (i), (ii), (iii) or (iv) of this paragraph (a) and paragraph (b).

(b) Any person under the age of eighteen (18) years who is on real property under the control of an adult and who has the permission of such adult to possess a handgun.

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(3) This section shall not apply to any person who uses a handgun or other firearm to lawfully defend himself from imminent danger at his home or place of domicile and any such person shall not be held criminally liable for such use of a handgun or other firearm.

(4) For the purposes of this section, "handgun" means a pistol, revolver or other firearm of any description, loaded or unloaded, from which any shot, bullet or other missile can be discharged, the length of the barrel of which, not including any revolving, detachable or magazine breech, is less than sixteen (16) inches.; and

FURTHERMORE, the punishment and/or fine shall not exceed the allocated punishment provided in MS State Law Section 97-37-17, Weapons Possession on Educational Property.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI that an ordinance to codify a punishment and/or fine for parents, guardians or custodians of minors who are less than 18 years of age:

Section 86-92

- (a) Any parent, guardian or custodian who has knowingly caused, encouraged or aided a minor who is less than 18 years old to possess or carry any handgun, firearm or illegal weapon shall be guilty of a misdemeanor punishable by either a fine up to the sum of One Thousand Dollars (\$1,000) or sentenced to serve up to six (6) months in jail, or both.

THEREFORE, BE IT ALSO ORDAINED THAT THE CITY COUNCIL OF JACKSON, MISSISSIPPI thereby also impose liability on adults who improperly store their firearms, thereby allowing children to access them.

[1] Except as provided in Section 97-37-14, a person commits the infraction of "class-one improper storage of a firearm" if all of the following conditions are satisfied:

- a. the person keeps any firearm within any premises that are under the person's custody or control;
- b. the person knows or reasonably should know that a child is likely to gain access to any such firearm without the permission of the child's parent or legal guardian, or in a manner not otherwise permissible under Section 97-37-14; and
- c. the child obtains access to the firearm and thereby causes death or great bodily injury to the child or to any other person.

[2] Except as provided in Section [3], a person commits the infraction of "class-two improper storage of a firearm" if all of the following conditions are satisfied:

- a. the person keeps any firearm within any premises that are under the person's custody or control;
- b. the person knows or reasonably should know that a child is likely to gain access to any such firearm without the permission of the child's parent or legal guardian, or in a manner not otherwise permissible under Section 97-37-14; and

c. the child obtains access to the firearm and thereby causes injury other than death or great bodily injury to the child or any other person, or carries the firearm to a public place.

[3] Sections [1] and [2] shall not apply whenever any of the following occurs:

a. the child obtains the firearm as a result of an illegal entry to the premises by any person;

b. the firearm is kept in a locked container or in a location that a reasonable person would believe to be secure;

c. the firearm is carried on the person or within close enough proximity thereto that the individual can readily retrieve and use the firearm as if carried on the person;

d. the firearm is locked with a locking device, as defined in Section [6], which has rendered the firearm inoperable;

e. the person is a peace officer or a member of the armed forces or the national guard, and the child obtains the firearm during, or incidental to, the performance of the person's duties;

f. the child obtains, or obtains and discharges, the firearm in a lawful act of self-defense or defense of another person;

g. the person who keeps a loaded firearm on any premise that is under the person's custody or control has no reasonable expectation, based on objective facts and circumstances, that a child is likely to be present on the premises; or

h. liability would be inconsistent with any provision of state or federal law.

[4] Class-one improper storage of a firearm is punishable by a fine of not more than one thousand dollars (\$1,000) or imprisonment of up to six (6) months in jail, or both.

[5] Class-two improper storage of a firearm is punishable by a fine of not more than five hundred dollars (\$500) or imprisonment of up to six (6) months in jail, or both.

[6] A "locking device" means a device designed to prevent a firearm from functioning and that, when applied to the firearm, renders the firearm inoperable.

IT IS THEREBY ORDERED that this ordinance shall be effective and enforceable thirty (30) days after adoption and publication.

**Introduction to Ordinance
Agenda Item No. 4
Agenda Date June 21, 2022
(BANKS)**

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING I-55 FROM HIGH STREET TO NORTHSIDE DRIVE
TO SUPERINTENDENT D. R. CURRY, SR. HIGHWAY**

WHEREAS, Superintendent D. R. Curry, Sr., a man of God, who dedicated his life to serving and preaching the good news of our Lord and Savior, Jesus Christ; and

WHEREAS, Superintendent D. R. Curry, Sr. was a leader in the Church of God in Christ in Jackson, Mississippi; and

WHEREAS, the designation of this highway in the city in which he served ensures that the contributions of this giant of Christianity shall never be forgotten.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames I-55 Highway from High Street to Northside Drive to Superintendent D. R. Curry, Sr. Highway.

SO ORDAINED, this the _____ day of June, 2022.

**Agenda Item No. 5
Date: June 21, 2022
BY: STOKES**

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES

WHEREAS, the last rate increase in the user charge for residential sanitation services occurred in 2008; and

WHEREAS, an increase in the user charge is necessary because the current charge is insufficient to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, without an increase in the user charge, the City will be required to use the General Fund budget and reserves to balance the budget of the Solid Waste Enterprise Fund, which could adversely affect the level and quality of services funded by General Fund appropriations, such as the Police and Fire Departments; and

WHEREAS, at its October 2, 2006 Special Meeting, the City Council increased the residential units user fee from \$15.39 to \$20.00 per month for solid waste collection and disposal services with automatic increases effective October 1, 2007 and October 1, 2008; and

WHEREAS, pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance should take effect immediately upon passage because the current user charge is insufficient during this fiscal year to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, Section 106-37 (a) should be amended as follows:

- (a) ~~Effective November 1, 2006,~~ There shall be imposed on all occupied single-family residential units a user fee of ~~\$20.00~~ \$37.00 per month for solid waste collection disposal services, and operations of the Solid Waste Division of the Department of Public Works, ~~which may be provided under the auspices of the city.~~
- (b) ~~Effective October 1, 2007, there shall be imposed on all occupied single family residential units a user fee of \$20.40 per month for solid waste collection and disposal services, which may be provided under the auspices of the city.~~
- (c) ~~Effective October 1, 2008, there shall be imposed on all occupied single family residential units a user fee of \$20.80 per month for~~

Introduction of Ordinance
Agenda Item No. 6
Agenda Date June 21, 2022
(King, Lumumba)

~~solid waste collection and disposal services, which may be provided under the auspices of the city.~~

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 106-37 (a) should be amended as follows:

- (a) There is hereby imposed on all persons who occupy residential units a user fee of \$37.00 per month for solid waste collection and disposal service, and operations of the Solid Waste Division of the Department of Public Works.

SECTION 2. Pursuant to Section 21-13-11 of the Mississippi Code of 1972 as amended, this ordinance shall take effect immediately upon passage by a unanimous vote of all members of the City Council because the current user charge is insufficient during the current fiscal year to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of a new agreement residential solid waste collection, and to pay the operating costs of the Solid Waste Division of the Department of Public Works.

SECTION 3. The Municipal Clerk shall cause this ordinance to be published.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 16, 2022
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents whose garbage is collected under the City collection contract			
4.	Benefits	Will provide necessary funding for operations of the Solid Waste Division, for the residential solid waste collection agreement, and the disposal agreement			
5.	Schedule (beginning date)	Effective immediately upon passage			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works			
8.	COST	N/A			
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	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____


Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES** is legally sufficient for placement in NOVUS Agenda.



Cateria P. Martin, CITY ATTORNEY
Terry Williamson, Legal Counsel TW

6/15/22

DATE

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.

WHEREAS, the Jackson Municipal Airport Authority Board consist of (5) members; for a term of five (5) years; and

WHEREAS, DR. GERALDINE B. CHANEY, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to serve on the Jackson Municipal Airport Authority Board.

IT IS THEREFORE ORDERED that the Mayor's appointment of Dr. Geraldine B. Chaney to the Jackson Municipal Airport Authority Board be confirmed with a said term to expire 5/24/2027.


Agenda Item No. 9
Agenda Date June 21, 2022
(Lumumba)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

5/20/22

DATE

OFFICE OF THE CITY ATTORNEY

Geraldine B. Chaney, M.D. F.A.A.P.

6120 Hanging Moss Road
Jackson, Mississippi 39206

601.982.7452
DrChaney@aol.com

PROFESSIONAL EXPERIENCE

Capital City Children and Adolescent Clinic, PLLC 1988 - present
Private Practitioner - Pediatrics and Adolescent Medicine 601.362.7542
2679 Crane Ridge Drive, Suite F
Jackson, MS 39216

UNDERGRADUATE EDUCATION

Tougaloo College **B.S. Biology, Minor: Chemistry** 1973

UNDERGRADUATE ACTIVITIES

- Honor Graduate, *Cum Laude*
- Pre-Medicine, *Vice President*
- Biology Club, *President*
- Delta Sigma Theta Sorority, Inc
- Research Project and Publication - Brookhaven National Atomic Energy
Laboratories - Upton, Long Island, New York. "Search for RNASE III in Temperature
Sensitive E.coli Mutants Infected with Bacteriophage T7"

MEDICAL EDUCATION

University of Mississippi Medical Center **Doctor of Medicine**
M.D. January 28, 1977

Residency in Pediatrics - Children's Hospital
University of Mississippi Medical Center, Jackson, MS 1977-1981

CERTIFICATION AND LICENSURE

American Board of Pediatrics, Diplomat September 20, 1988
American Academy of Pediatrics, Fellow December 1, 1977
Mississippi Medical License September 20, 1977

PROFESSIONAL ACTIVITIES

- Director of Pediatrics, Jackson Hinds Comprehensive Health Center, 1981-1988
- Physician, Senior Medical Consultant, Social Security Disability, Department of Human
Services, 1981-1994
- Assistant Clinical Professor, University of Mississippi Medical Center - Children's Hospital,
1981 - present

- Pediatric Consultant - Cares Center - Children's Home Society, Jackson, Mississippi, 1988-1996
- Medical Director - Mississippi Managed Care Network, Inc., 1992-1999
- President - Mississippi Medical and Surgical Association, 1990
- Conference Coordinator and Editor - "Joint Black Professional Annual Convention," 1983 and 1984
- Compiled and published first "Black Physician, Dentist, and Registered Nurses Directory" for the state of Mississippi, 1984
- Mississippi Black Congress on Health Laws and Economics, *President*, 1984-1985
- Presented paper on Capitol Hill "Networking for Quality Care. A New Politics/Organizing for Political Improvement," 1984.
- Mississippi Medical and Surgical Association, *Outstanding Physician of the Year*, 1983
- Directed Child Abuse Prevention/Intervention Program, Jackson Hinds Comprehensive Health Center and Hinds County Welfare Program, 1985-1986.
- Appointed to Governor's Interagency Coordination Committee, Infants and Toddlers 1st Step Program
- Leadership Jackson - Chamber of Commerce - Class of "93." Project - "Integrating Head Start Policy in Elementary School to Improve Student Performance.
- Selected "Best Doctor" by peers as one of "The Best Doctors in America," 2001-2002, 2005-2006, and 2006 - current.
- Cares Center - Children's Home Society, *Pediatric Consultant*

BOARD APPOINTMENTS (Past and Current)

- Mississippi State Department of Health, *Board of Directors*
- Methodist Medical Center, *Executive Board*
- Mississippi Medical and Surgical Association, *Current Member, Chairman 1985, Board of Trustees*
- National Health Service Corp, *Mississippi State Advisory Board*
- State of Mississippi, *Genetics Screening Board*
- American Diabetic Association - Mississippi, *Board of Directors*
- State of Mississippi, Perinatal Regionalization, *Advisory Board*
- Mississippi Department of Health, *Spun Advisory Board*
- Mississippi Medicaid Program, *Physician Advisory Board*

- Governor's Select Committee on Indigent Care
- Methodist Medical Center, *Executive Board*
- Mississippi Forum on Children and Families, Inc.
- National Health Service Corp. Advisory Board, 2000-2004
- Blue Cross Blue Shield Medical Policy Board, 1999 - present
- Blue Cross Blue Shield Medical Credentialing Board, 1999 - present

CURRENT PROFESSIONAL ACTIVITIES AND POSITIONS

- *Private Practice*, Pediatrics and Adolescent Medicine, Owner/Operator, Capital City Children and Adolescent Clinic, PLLP, 2679 Crane Ridge Drive, Suite F, Jackson, MS 39216 - 1888 - present
- *Active Staff* - Mississippi Baptist Medical Center
- *Senior Active Staff* - Central Mississippi Medical Center, Past Chief of Pediatrics 1992-1993
- *Consultant Staff* - St. Dominique Hospital - present, Past Chief of Pediatrics 1994-1995
- HRSA, *Grant Review Consultant*
- Jackson Medical Society, *President, Present*
- American Academy of Pediatrics, *Member*
- American Academy of Pediatrics - Mississippi Chapter, *Member*
- National Medical Association, *Member*
- American Medical Association, *Member*
- Mississippi State Medical Society, *Member*
- Central Mississippi Medical Society, *Member*
- Central Pediatrics Association, *Member*
- Blue Cross Blue Shield, *Pharmacy and Therapeutic Committee*
- Africa American Women's Health Initiative through the United Way of Mississippi
- Blue Cross Blue Shield, *Pharmacy and Therapeutic Committee*
- Jackson Hinds Comprehensive Health Center, *Pediatric Consultant*

ORDER RE-APPOINTING BARBARA HILLIARD TO THE JACKSON PUBLIC SCHOOL BOARD.

WHEREAS, the Jackson Public School Board consist of seven (7) members, for a term of five (5) years; and

WHEREAS, pursuant to Miss. Code Ann. § 37-7-203(3), Barbara Hilliard is eligible for re-appointment; and

WHEREAS, Barbara Hilliard, resident of Ward 4, has been re-appointed by the Mayor.

IT IS THEREFORE ORDERED that the Mayor's re-appointment of Barbara Hilliard to the Jackson Public School Board be confirmed with said term to expire on June 30, 2027.


Agenda Item No. 10
Agenda Date June 21, 2022
(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

ORDER RE-APPOINTING BARBARA HILLIARD TO THE JACKSON PUBLIC SCHOOL BOARD is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

6/14/22
DATE

RESUME
BARBARA T. HILLIARD
2310 QUEENSROAD AVENUE
Jackson, MS 39213

601-366-3230 (H); 601-473-7597
E-mail barbarathilliard@yahoo.com

OBJECTIVE

To gain employment as an education consultant

EDUCATION

September, 1958-May, 1962	Tougaloo College--B.A. in English; Minor In French
September, 1975-August, 1978	Jackson State University--M.A. in English
Further Studies	University of Wisconsin; University of Tennessee; Mississippi State; Tennessee State University; Jackson State University; University of Mississippi

EXPERIENCE

September, 1962-Present	Teacher, Jackson Public Schools English and French--Brinkley Jr. High English--Powell Middle School English--Journalism Teacher and Sponsor Newspaper and Yearbook--Blackburn Jr High English, Journalism, Newspaper Sponsor, IB Coordinator and IB English 12 Teacher-- Jim Hill High School
Summer Months--1978-1981	Summer Youth Counselors: CETA Program
1988-Present	Standardized Testing Coordinator and Academic Coach
1991-Present Testing	Reader for the College Board SAT II Program
Summer, 1999 to Present	Supervisor of PIB Summer Immersion Program

**PROFESSIONAL ACTIVITIES,
COURSES, WORKSHOPS**

1984-1986	State Liaison Leader for Excellence in Writing Program for the National Council Of Teachers of English
1971-73; 1979-81	JPS City-Wide English Department Chair
1986-Present	English Department Chair-Jim Hill
1973,1980,1983,1985,1992, 1998, 2000	Attended the National Council of English Teachers' Meeting
1989	Mississippi State University Writing/ Thinking Institute
1990	NCTE Whole Language Institute
1991	AP English Workshop
1992	MASCD Teaching Strategies Workshop
1993	New Stage Shakespeare Folgers Institute
1994	The Quality School Workshop-JPS
1994	NCTE Spring Conference
1995	College Board Regional AP English Conference
1995-96	"The Seven Habits of Effective Leadership" Workshop--Mississippi Education Dept.; Organizing Teacher Forums--Mississippi Teacher Center; Metro Jackson Chamber of Commerce Presenter
1996-98	Computer Education Basic Training
1999-2000	Fall American College Testing Workshops
2001	National Board Certified In English
2004	Jackson Public Schools Literacy Task Force CORE Literacy Training

IB PROFESSIONAL CONFERENCES

July, 1993	Regional Conference--Calgary
July, 1994	Conference for Heads of Schools--Ottawa
July, 1995	Regional Conference (Presenter)
July, 1996	Regional Conference-Monterey, CA
July, 1997	Conference for Heads of Schools--San Juan Puerto Rico
March, 1998	IBO Education for Life Conference-- Montreux, Switzerland
September, 1998	IBNA Seminar for Heads of Schools- Winnipeg
July, 1999	IBNA Regional Conf.-Quebec City
March, 2000	World Conference for Heads of IB Schools- Accra, Ghana
March, 2000	IBNA Director Forum (Discussion Leader)-- Tucson, Arizona
July, 2000	IBNA Regional Conference--Keystone, CO
July, 2001	IBNA Regional Conference--San Jose, Costa Rica
July, 2002	IBNA Regional Conference--Victoria, B.C.
March, 2003	Director's Forum-Redondo Beach, CA
July, 2003	IBNA Regional Conference-Niagara Falls
October, 2003	World Conference--Cancun, Mexico
July, 2004	IBNA Regional Conference--Monterey, CA IBO School Site Training

July, 2005	IBNA Regional Conference Montreal, Quebec
July, 2006	IBNA Regional Conference Grand Bahamas Island, Bahamas
July, 2007	IBNA Regional Conference Presenter Chicago, Illinois
July, 2008	IBNA Regional Conference Discussion Facilitator San Francisco California
July, 2011	IBNA Regional Conference Presenter San Antonio, Texas

IBNA TEACHER TRAINING WORKSHOPS

July, 1992	IB Coordination--Armand Hammer Montezuma
October, 1992	DP Introductory Seminar--Atlanta
October, 1993	IB Coordination--New Orleans
July, 1994	IB Coordination--Armand Hammer Montezuma
November, 1994	Language A1--UNIS New York, New York
July, 1995	Language A1--Armand Hammer Montezuma
July, 1996	IB Coordination--UNIS New York, New York
July, 1997	Language A1--Armand Hammer Montezuma
February, 1998	Language A1--Phoenix, AR
July, 1998	IB Coordination--St. Petersburg, FL
October, 1998	Language A1--St. Paul, MN
July, 1999	Language A1--Armand Hammer
October, 1999	MYP Introductory Seminar St. Louis, MO

December, 2000	MYP Coordination Las Vegas, Nevada
October, 2004	the IB K-12 Continuum: "Mission IB-Possible"--Denver, CO
July, 2006	IBNA Pre-Conference Session "Developing More Curious Minds" Grand Bahamas Island, Bahamas
November, 2006	"Assessment, Evaluation, and Reporting Across IB Continuum" Toronto, Canada
March, 2007	English A1 Workshop Rice University
March, 2007	Extended Essay Workshop Kansas City, Missouri
June, 2007	IB Academy --MYP Cincinnati, Ohio
December, 2010	Armand Hammer, Montezuma "Leadership for School Improvement" Honolulu, Hawaii
December, 2012	"IB and the Common Core" New Orleans, LA

PROFESSIONAL INVOLVEMENT

Senior High City-Wide English Department Chairlady--1971-73; 1979-81
 Member of City Wide English Committee and AP English Committee--
 1989-91
 District Director for Jackson Association of Educators--1987-92
 Second Vice-President of Jim Hill PTSA--1989-91
 Member: Jackson Council of English Teachers; Mississippi Council of
 English Teachers; national Council of English Teachers; Jackson Association
 Of Educators; Mississippi Association of Educators; National Assoc. of Educators
 Jackson Council of Reading Teachers; Miss. Assoc. of Supervision and
 Curriculum Development; National Assoc. for Supervision and Curriculum
 Development
 Workshop Presenter--JPS
 Evaluation Committee--Vicksburg Public School System
 Workshop Presenter--International Baccalaureate Heads of School Meeting,
 Hilton Head, SC
 Evaluation Team Member for Mississippi State Textbook Adoption, 1991
 Member, Tougaloo College Teacher Education Advisory Council, 1997-Present
 Coordinator, Jim Hill Adopt-a-School Program, 1990--2013
 English Department Chairlady, Jim Hill High School, 1991--2006
 School Evaluator for IB Applicant Schools 2000--2014

COMMUNITY / CIVIC/ RELIGIOUS ORGANIZATIONS

Mt. Helm Baptist Church: Former Director of Christian Education
Choir Member; Ollie Love Bible Class Anniversary Speaker; Children's Church
Volunteer; Present Church Administrator

Jackson-Tougaloo Alumni Chapter: Offices held-- President, Secretary,
Treasurer

Tougaloo National Alumni Association: President, 1992-1995

Tougaloo College Board of Trustees Member, 1990-2000

Charter Member, LeFleur's Bluff Chapter of Links, Inc, 1983--Present

Beta Delta Omega Chapter, Alpha Kappa Alpha Sorority, Inc.--Secretary,
Graduate Advisor

Local Coordinator of Ebony Fashion Show, 1980-2009 (Last Show)

UNCF Volunteer

Black Colleges / University Council

HONORS / AWARDS

Blackburn Teacher of the Year, 1978

Outstanding Service and Dedication to the United Teaching Profession, JAE,
1978

School Counseling Association Appreciation Award, 1989

Star Teacher: 1989, 1990, 1992, 1993, 2001, 2003

Parents for Public Schools Outstanding Teacher Award, 1993

Clarion Ledger Star Teacher Award, 1993

NEA Committee Nominee, National Board for Professional Teaching Standards,
1995

Mississippi Second Congressional Teacher of the Year Award, 1995

First Runner-Up, State Teacher of the Year, 1995

Jackson Public Schools Teacher of the Year, 1995

Mississippi Hall of Fame Master Teacher Finalist, 1995

Jackson State AEW Outstanding Educator Award, 1995

IB World Magazine, Article Published, 1996

Exchange Teacher Participant, St. Petersburg, Russia, March, 1996

National Board for Professional Teachers Certification, 2001

International Baccalaureate Organization English A1 Grade Award Participant
Participant, December, 2001, Cardiff, Wales (U.K.)

Tougaloo Hall of Fame Inductee, 1996

Tougaloo Alumna of the Year, 1986

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VIRGINIA LYNN WATKINS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has appointed Virginia Lynn Watkins, as Municipal Court Judge for the City of Jackson to be effective June 21, 2022; and

WHEREAS, this appointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

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

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi, that Virginia Lynn Watkins is appointed as Municipal Court Judge for the City of Jackson, Mississippi.

Agenda Item No. 11
Agenda Date June 21, 2022
(Lumumba)

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

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF VIRGINIA LYNN WATKINS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

6/15/22

DATE

OFFICE OF THE CITY ATTORNEY

Virginia Lynn Watkins

768 Belhaven Street
Jackson, Mississippi 39202
601-622-4316 (c)
watkins.virginia@gmail.com

Education

August 1988 to May 1991 **Mississippi College School of Law.** J.D. May 1991. Awards: American Jurisprudence Award, Appellate Advocacy II; *Copeland, Cook, Taylor & Bush Moot Court Competition*, Best Oral Advocate, 1989.

August 1973 to May 1977 **University of Mississippi.** Bachelor of Arts. May 1977. Journalism & Speech.

Relevant Experience

February 2003 to present **Hinds County Public Defender.** *Assistant Public Defender.*
2012 – present. Handles pre-indictment docket, including felony initial appearances and preliminary hearings.
2003 – 2012. Appellate Defender. Prepared, researched, drafted and argued all Hinds County Public Defender appeals before Mississippi Supreme Court, Court of Appeals, and *Petitions for Writ of Certiorari* to U.S. Supreme Court.

February 2003 to April 1998 **Joint Legislative Committee for Performance Evaluation and Expenditure Review (PEER) Mississippi State Legislature.** *Evaluator.* Researched, prepared and drafted Committee assigned investigations, reviews, reports and requested research, including legislative briefings and presentations to and on behalf of members of the Mississippi Legislature.

Aug. 1996 to December 1997 **Contract Attorney.** Self-employed attorney, providing legal services on an as-needed basis to the legal community. Services provided included court appearances, client contact, and research, preparation and drafting of legal memoranda, motions, briefs and other documents.

October 1994 to May 1995 **B. Ruth Johnson.** Associate attorney in firm specializing in family law issues.

May 1995 to July 1996;
March 1994 to October 1994 **Bell & Associates, P.A.** Associate attorney in small, general practice law firm including domestic, corporate and personal injury litigation.

Other Experience

April 1993 to February 1994: **American Civil Liberties Union (ACLU).** Executive director of state chapter of national organization devoted to defense of individual liberties secured under the U.S. Constitution Bill of Rights.

Nov. 1992 to February 1993: **Hon. Dick Molpus, Secretary of State.** Assistant policy officer. Coordinated schedule for Secretary Molpus; draft correspondence; speech development, legal research for policy development.

January 1978 to July 1988: **The Clarion-Ledger.** Reporter. Covered news of state-wide interest, including legislative, political, legal and human services issues. Duty stations included Washington D.C. (1985-1986).

Personal

Member: Mississippi Bar Association (1991-present), Mississippi Public Defenders Association (2003-present); United States Supreme Court Bar (2006-present); Exhibiting Fellow, Mississippi Craftsmen's Guild (2010-present).

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAUL FORSTER TO THE JACKSON-HINDS LIBRARY BOARD.

WHEREAS, the Library Board consist of seven (7) members, for a term of five (5) years;
and

WHEREAS, Brenda Bethany's term expired on February 7, 2022; thereby leaving a vacancy; and

WHEREAS, pursuant to Miss. Code Ann. § 39-3-15(6), Paul Forster is eligible for appointment to the Jackson-Hinds Library Board; and

WHEREAS, Paul Forster, resident of Ward 1, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Paul Forster to the Jackson-Hinds Library Board be confirmed with said term to expire February 7, 2027.

Agenda Item No. 12
Agenda Date June 21, 2022
(Lumumba)

4616 E Cheryl Dr
Jackson, MS 39211
601.664.8306
paul.william.forster@gmail.com

Paul Forster

EDUCATION

Jackson State University	2009-2012
Bachelor of Science Civil Engineering	
GPA	4.0
FE exam	passed
University of Mississippi	
Bachelor of the Arts in Political Science (Magna cum laude)	May 2006
GPA	3.75
Sally McDonnell Barksdale Honors College	2002-2006
Honors Thesis: Charter Schools in Mississippi-An Evaluation of the Currents Status and Future Prospects	
FE (EIT) exam	passed
GRE	1390
Verbal - 610	
Quantitative-780	
Licensed Public School Teacher in Physics and Chemistry	2009-2014

SERVICE

Institute of Transportation Engineers	School years 2010-12
President	
Briarwood Pool Board	Sept 2019 - Sept 2021
President	
Deacon, First Presbyterian Jackson	Dec 2019 – present
Building and Grounds, Security Committees	
Sunday School President, FPCJ	Sept 2021- present
Mission Conference Planning Committee President	March 2020-present
Twin Lakes Camp Board	Dec 2021-present

EMPLOYMENT

Director of Engineering and Utilities, City of Flowood	Oct 2021- present
City Engineer, City of Flowood	Nov 2013 – Oct 2021
Public Works Project Manager, City of Jackson, MS	May 2012-Nov 2013
See last page for full description	

Public Works Intern, City of Jackson	May 2011-May 2012
Transportation Surveyor, Neel-Schaffer, Inc.	December 2010
Research Assistant, Department of Civil Engineering, JSU	2009-2011
Teacher, Jackson Public Schools Physics, Physical Science, AP Physics	2008-09 School Year

CERTIFICATIONS

Professional Engineer (PE)	May 2019
Public School Teacher, MS (Physics and Chemistry)	2008-2014

OTHER INTERESTS/SKILLS

Teacher, St. Augustine School Chemistry, Physics, Philosophy of Science	various
Private Tutor Physics, Chemistry, ACT, Various Maths	2009-present
Apprentice Trim Carpenter Apprenticed to Master Builder	2007-2008

CITY OF FLOWOOD Responsibilities

Because of the “small town” nature of Flowood, my responsibilities are fairly wide ranging. While I was hired as “city engineer”, I was told up front that there were plenty of “other duties as assigned”. This has led to a array of experiences, some more in-depth than others. I report directly and regularly to the Mayor and Board of Alderman.

Primary Responsibilities:

1. **Utility Management – Flowood has about 32,000 customers we serve water and sewer.**
 - a. **Personnel – we have a utility manager plus 20 field workers. Manager handles most day to day personnel issues, but I’m involved in larger personnel issues, hiring, and firing.**
 - b. **Construction – day to day repairs and utility installation is handled mostly internally by the staff, but larger/more complex ones require input. There is some labor and equipment resource allocation involved in this, but not always. Emergency repairs above a certain size, I’m present for and direct work. There is more detail about capital construction below.**
 - c. **Planning – this responsibility includes the production and maintenance of accurate records regarding location of utilities, GIS mapping, working with design engineers to do hydraulic modeling, planning capital expenditures for new construction, or rehab/expansion of existing facilities**
 - d. **Budgeting – I am in charge of the yearly budget for the Water/Sewer enterprise fund**

2. **Plan Review- I do all plan review for the city for any new construction, both commercial and residential, including all road connections, utility connections, landscaping, erosion control, and stormwater management.**

3. **Flood Plain Management – I am the flood plain manager for the City of Flowood and all this entails.**

4. **Regulatory Compliance – I ensure we are complying with our sanitary sewer, potable water, and stormwater regulations.**

5. **Construction –**
 - a. **Planning – I coordinate with and direct consulting engineers to plan and design work to build new or rehabilitate/expand existing facilities**
 - b. **Bidding/contracting- I coordinate with/do myself bidding work to receive public bids on work**
 - c. **Project management – site visits for construction inspection are primarily handled by contract inspectors, but site visits are a regular part of my job. Pay requests, change orders, project meetings, and dispute resolution are also regular parts of my job.**

CITY OF JACKSON- Detailed Project Management Work Experience

In the projects listed below, I am the primary contact and manager whose responsibilities are:

- **advertising for and receiving bids**
- **awarding contracts**
- **representing the City at any project meetings**
- **contract administration**
- **payment review and processing**
- **budgeting for upcoming years' water and sewer construction**
- **site visits**

In addition to project management, my responsibilities include:

- **assist in long-term planning for water and sewer infrastructure for City of Jackson**
- **budget planning and execution**
- **managing EPA Consent Decree**
- **coordinating with our Consent Decree Program Managers to ensure all deadlines are met to avoid penalties and fines**

Post Office Box 2779
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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PAUL FORSTER TO THE JACKSON-HINDS LIBRARY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

6/15/22

DATE

OFFICE OF THE CITY ATTORNEY
6/18/22
4:07M

ORDER RATIFYING THE ACCEPTANCE OF CAMERA REPAIR SERVICES FROM GLOBAL SECTOR SECURITY, LLC FOR PROFESSIONAL SERVICES RENDERED AT THALIA MARA HALL ON FEBRUARY 1, 2022, AND MARCH 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND, ONE HUNDRED AND SIXTY-FOUR DOLLARS AND NINETY-TWO CENTS (\$1,164.92).

WHEREAS, Thalia Mara Hall’s camera system and sound booth required a technician to make security camera repairs and install and program the PC system to the camera in the sound booth; and

WHEREAS, Global Sector Security, LLC provided said repairs at Thalia Mara Hall on January 31, 2022, and March 11, 2022; and

WHEREAS, the City of Jackson received two invoices totaling the amount of \$1,164.92 for repairs at Thalia Mara Hall; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the Department of Human and Cultural Services recommends the payment of professional services rendered by Global Sector Security, LLC in an amount not to exceed \$1,164.92; and

IT IS, THEREFORE, ORDERED that the acceptance of camera repair services from Global Sector Security, LLC for professional services rendered at Thalia Mara Hall on February 1, 2022, and March 16, 2022, is hereby ratified and the Department of Human and Cultural Services is authorized to remit payment of funds in the amount not to exceed \$1,164.92 to Global Sector Security, LLC to be paid from the general fund.

APPROVED FOR AGENDA:

Agenda Item No. 13
Agenda Date June 21, 2022
(Kidd, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/3/22
DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	ORDER RATIFYING THE ACCEPTANCE OF CAMERA REPAIR SERVICES FROM GLOBAL SECTOR SECURITY, LLC FOR PROFESSIONAL SERVICES RENDERED AT THALIA MARA HALL ON FEBRUARY 1, 2022, AND MARCH 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND, ONE HUNDRED AND SIXTY-FOUR DOLLARS AND NINETY-TWO CENTS (\$1,164.92).							
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	The City of Jackson and the users of the Thalia Mara Hall							
4.	Benefits	Provided a well-maintained security camera system for Thalia Mara Hall.							
5.	Schedule (beginning date)								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide							
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services							
8.	COST	\$1164.92							
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Thalia Mara Hall							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____	

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

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

DATE: June 3, 2022

SUBJECT: Payment to Global Sector, LLC for Security Camera Repairs
at Thalia Mara Hall

This order authorizes the City of Jackson, Mississippi to pay Global Sector, LLC \$1164.92 for security camera repairs at Thalia Mara Hall.

AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF CAMERA REPAIR SERVICES FROM GLOBAL SECTOR SECURITY, LLC FOR PROFESSIONAL SERVICES RENDERED AT THALIA MARA HALL ON FEBRUARY 1, 2022, AND MARCH 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND, ONE HUNDRED AND SIXTY-FOUR DOLLARS AND NINETY-TWO CENTS (\$1,164.92) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

6/15/22

DATE

OFFICE OF THE CITY ATTORNEY
6/15/22 S.M.

Global Sector Security LLC
 3953 Underwood Drive
 Flowood, MS 39232

Invoice

Date	Invoice #
2/1/2022	61904

Bill To:
Thalia Mara Hall 255 East Pascagoula Street Jackson, MS 39201

Quantity	Description	P.O. No.	Terms
		Due upon receipt	
		Rate	Amount
75	Genesis CatVI Cable	0.98	73.50T
2	Platinum Tools CatVI Connector	9.96	19.92T
3	Labor	125.00	375.00T
	Service Requested: 1/28/22 Connect new PC for viewing the cameras. 4 cameras are down.		
	Service Performed: 1/31/22 Technician installed and programmed the PC. Troubleshoot all cameras. System was normal upon leaving.		
	Sales Tax	0.00%	0.00
We appreciate your business and thank you for letting us provide you with our services!		Invoice Total	\$468.42

*Beginning January 1, 2021, a 3% fee will be added to each credit card payment.
 **Global Sector Services is a small business entity as defined by GSA guidelines.

Phone #	Fax #
6019824585	601-982-4591

Global Sector Security LLC
 3953 Underwood Drive
 Flowood, MS 39232

Invoice

Date	Invoice #
3/16/2022	62133

Bill To:
Thalia Mara Hall 255 East Pascagoula Street Jackson, MS 39201

		P.O. No.	Terms
			Due upon receipt
Quantity	Description	Rate	Amount
150	Genesis CatVI Cable	0.92	138.00T
1	HIK Vision 8 Port POE Switch	186.48	186.48T
6	Platinum Tools CATVI Connectors	9.92	59.52T
2.5	Labor	125.00	312.50T
	Service Requested: 3/02/22 Camera in the sound booth needs to be added to the new computer.		
	Service Performed: 3/11/22 Technician moved old cameras to the PC for remote view. Ran a wire to put the NVR on our camera network. Clean camera on catwalk. All systems were normal upon leaving.		
	Sales Tax	0.00%	0.00
We appreciate your business and thank you for letting us provide you with our services!		Invoice Total	\$696.50

*Beginning January 1, 2021, a 3% fee will be added to each credit card payment.
 **Global Sector Services is a small business entity as defined by GSA guidelines.

Phone #	Fax #
6019824585	601-982-4591

OFFICE OF THE CITY ATTORNEY
 A. W. T. 6/23/2022

ORDER REVISING THE FISCAL YEAR 2021-2022 SMALL BUSINESS ADMINISTRATION'S SHUTTERED VENUE OPERATOR GRANT BUDGET

WHEREAS, The City of Jackson received a grant from the Small Business Administration's Shuttered Venue Operator Grant ("SBA SVOG") program for Thalia Mara Hall; and

WHEREAS, Thalia Mara Hall received full funding and a supplemental award totaling \$207,189.71 that must be allocated fully by June 30, 2022; and

WHEREAS, as the pandemic has shifted, SBA SVOG budget rules have shifted and loosened and the needs at Thalia Mara Hall have also shifted; and

WHEREAS, there is a need for the budget amounts to be adjusted and moved to various accounts for three final orders to be placed for painting/vinyl work, office furniture, and A/V equipment – ensuring that every dollar is spent in accordance with SBA SVOG's guidelines and deadlines; and

WHEREAS, the following funds will be revised: Account Number 340-43350-6419, 340-43350-6846, and 340-43350-6240.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 budget be revised in the amount of \$36,470.20 as follows:

TO/FROM AMOUNT	FUNDS/ACCOUNT NUMBER	
From:	340-43350-6419	\$36,470.20
To:	340-43350-6218	\$17,820.13
To:	340-43350-6240	\$18,650.07

Agenda Item No. 14
 Agenda Date June 21, 2022
 (Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/10/22
DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2021-2022 SMALL BUSINESS ADMINISTRATION'S SHUTTERED VENUE OPERATOR GRANT BUDGET								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development, Quality of Life								
3.	Who will be affected	The citizens of Jackson								
4.	Benefits	Will provide funding placement for final expenses for Thalia Mara Hall to include front-of-house AV equipment, office furniture and painting/vinyl work.								
5.	Schedule (beginning date)	Funds must be committed by June 30, 2022.								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7, Thalia Mara Hall								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services								
8.	COST	\$36,470.20								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	SBA Shuttered Venue Operators Grant								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba
FROM: ^{AK}Adriane Dorsey-Kidd, Director
Department of Human and Cultural Services
DATE: June 10, 2022
SUBJECT: SVOG Budget Transfer

This order authorizes the City of Jackson, Mississippi to revise the FISCAL YEAR 2021 HUMAN and CULTURAL SERVICES budget for the Small Business Administration's Shuttered Venue Operator's Grant to assist with finishing out the final purchases for the grant program.

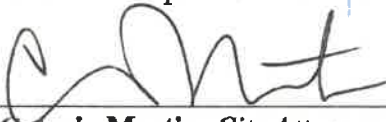
AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE FISCAL YEAR 2021-2022 SMALL BUSINESS ADMINISTRATION'S SHUTTERED VENUE OPERATOR GRANT BUDGET is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *f.um.*

6/15/22
DATE

OFFICE OF THE CITY ATTORNEY
6/13/22 7:40

OFFICE OF THE CITY ATTORNEY

ORDER AMENDING THE CITY OF JACKSONS PAY PLAN TO CHANGE THE RANGE OF LEGAL SECRETARY FROM RANGE 15 TO 18, SR. LEGAL SECRETARY FROM RANGE 19 TO 20, PARALEGAL I FROM RANGE 18 TO 21, PARALEGAL II FROM RANGE 22 TO 23, LEGAL ADMINISTRATIVE COORDINATOR FROM RANGE 20 TO 23, EXECUTIVE LEGAL ADMINISTRATOR FROM RANGE 24 TO 27, DEPUTY CITY ATTORNEY I FROM RANGE 31 TO 35, DEPUTY CITY ATTORNEY II FROM RANGE 37 TO 38, DEPUTY CITY PROSECUTOR FROM RANGE 28 TO RANGE 35, SENIOR DEPUTY CITY PROSECUTOR FROM RANGE 31 TO 38, CITY PROSECUTOR FROM RANGE 37 TO 44.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y which was previously amended May 24, 2005, found in Minute Book 5M, Page 391, and last amended by the Office of the City Attorney on October 4, 2005 and by the Department of Human Resources on October 1, 2015; and

WHEREAS, the compensation plan amended by the Department of Human Resources October 1, 2015 did not result in changes to the October 4, 2005 pay ranges established by the Office of the City Attorney; and

WHEREAS, the Office of the City Attorney conducted a *salary survey* and comparison based on public information available for existing salaries and projected increases in accordance with Mississippi House Bill 1426 (2022 Regular Session) for attorneys and legal support staff employed at the Mississippi Attorney General's Office and other state agencies; and

WHEREAS, the best interest of the City of Jackson would be served by revising the compensation plan to update pay ranges which have not been modified in over fifteen (15) years; and

WHEREAS, the Office of the City Attorney has informed the Department of Human Resources that they have the monies in their budget to cover the pay range modifications which will result in increases.

IT IS HEREBY ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, and amended May 24, 2005, found in Minute Book 5M, Page 391, and last amended by the Office of the City Attorney on October 4, 2005 and by the Department of Human Resources on October 1, 2015, be further amended to change the range of Legal Secretary from Range 15 to 18, Sr. Legal Secretary from Range 19 to 20, Paralegal I from Range 18 to 21, Paralegal II from Range 22 to 23, Legal Administrative Coordinator from Range 20 to 23, Deputy City Attorney I from Range 31 to 35, Deputy City Attorney II from Range 37 to 38, Deputy City Prosecutor from Range 28 to Range 35, Senior Deputy City Prosecutor from Range 31 to 38, and City Prosecutor from Range 37 to 44. To continue to authorize the hiring and adjustments of attorneys, litigators and support staff based on skill and experience level within said ranges and to allow at least a 2 step increase for employees with an achieves or better rating and a 2% increase for employees at step 5 with an achieves or better rating.

IT IS FURTHER ORDERED that the Office of the City Attorney is authorized to add additional Legal Counsel positions as funding is available from various City departments.

IT IS FURTHER ORDERED that the City Attorney be authorized to implement said changes at her discretion due to budgetary limitations within the Office of the City Attorneys budget.

By: T. Martin, Lumumba

#15

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 THE CITY OF JACKSONS PAY PLAN TO CHANGE THE RANGE OF LEGAL SECRETARY FROM RANGE 15 TO 18, SR. LEGAL SECRETARY FROM RANGE 19 TO 20, PARALEGAL I FROM RANGE 18 TO 21, PARALEGAL II FROM RANGE 22 TO 23, LEGAL ADMINISTRATIVE COORDINATOR FROM RANGE 20 TO 23, EXECUTIVE LEGAL ADMINISTRATOR FROM RANGE 24 TO 27, DEPUTY CITY ATTORNEY I FROM RANGE 31 TO 35, DEPUTY CITY ATTORNEY II FROM RANGE 37 TO 38, DEPUTY CITY PROSECUTOR FROM RANGE 28 TO RANGE 35, SENIOR DEPUTY CITY PROSECUTOR FROM RANGE 31 TO 38, CITY PROSECUTOR FROM RANGE 37 TO 44** is legally sufficient for placement in NOVUS Agenda



Caloria Martin, City Attorney

6/17/22

DATE

VJ
6/21/2022

ORDER AUTHORIZING AN AMENDMENT TO CHANGE THE VENDOR IN THE BUDGET REVISION TO FY 2021-2022 FIRE DEPARTMENT'S BUDGET FOR THE PROCUREMENT OF A 30 X 30 SHED FROM CAROLINA CARPORTS, INC. TO METAL ROOFING SYSTEMS, INC. TO BE UTILIZED AT THE JACKSON FIRE DEPARTMENT RAINING ACADEMY LOCATED AT 1240 S GALLATIN STREET JACKSON, MS AND AUTHORIZATION TO TRANSFER FUNDS FROM ONE ACCOUNT TO ANOTHER ACCOUNT.

WHEREAS, the original agenda order was approved on March 22, 2022; and

WHEREAS, the Fire Department has not been successful in scheduling a delivery and assembly date with the awarded vendor, Carolina Carport, Inc. due to the company's staffing shortage; and

WHEREAS, the Fire Department has secured a quote from a local vendor able to deliver and assemble the 30 X 30 shed at 1240 S Gallatin Street, Jackson, MS; and

WHEREAS, the said local vendor is Metal Roofing Systems, Inc; and

WHEREAS, the quote received from local vendor Metal Roofing Systems, Inc. is fourteen thousand one hundred ninety-nine dollars and ninety-nine cent (\$14,199.99); and

WHEREAS, the quote received from vendor Carolina Carports, Inc. was fourteen thousand two hundred forty-seven dollars and forty-eight cent (\$14,247.48); and

WHEREAS, it would be in the best interest of the city to amend said order to complete the department's goals of purchasing and assembling a 30 X 30 shed for FY 21-22.

IT IS HEREBY ORDERED that the Mayor shall be authorized to amend the vendor from Carolina Carports, Inc. to Metal Roofing Systems, Inc. for the Fire Department to purchase and have assembled a 30 x 30 shed for an amount not to exceed fourteen thousand one hundred ninety-nine dollars and ninety-nine cent (\$14,199.99).

Agenda Item No. 16
Agenda Date June 21, 2022
(Owens, Lumumba)

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

FR: Willie Owens, Fire Chief

DA: May 20, 2022

RE: Order authorizing amendment of an approved agenda item

The City of Jackson Fire Department is requesting your approval to amend the approved agenda item for the purchase and assembly of a 30 x 30 shed from Carolina Carports. This vendor is unable deliver and assembly the shed due to staff shortage. The department is seeking to purchase a 30 X 30 shed from Metal Roofing Systems, Inc. The City of Jackson Fire Department solicited a quote from Metal Roofing Systems, Inc. in order for the department to continue with its FY 21-22 goals. The quote submitted by Metal Roofing Systems, Inc is fourteen thousand one hundred ninety-nine dollars and ninety-nine cent (\$14,199.99) for purchase and assembly of a 30 X 30 shed.

If you have any questions or concerns, please contact.

wo/ss

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 20, 2022
DATE


POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING AN AMENDMENT TO CHANGE THE VENDOR IN THE BUDGET REVISION TO FY 2021-2022 FIRE DEPARTMENT'S BUDGET FOR THE PROCUREMENT OF A 30 X 30 SHED FROM CAROLINA CARPORTS, INC. TO METAL ROOFING SYSTEMS, INC. TO BE UTILIZED AT THE JACKSON FIRE DEPARTMENT RAINING ACADEMY LOCATED AT 1240 S GALLATIN STREET JACKSON, MS AND AUTHORIZATION TO TRANSFER FUNDS FROM ONE ACCOUNT TO ANOTHER ACCOUNT.																																													
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 and Quality of Life																																													
3. Who will be affected	Citizens of Jackson and the Metro Area																																													
4. Benefits	To provide exceptional emergency service to citizens and visitors																																													
5. Schedule (beginning date)	Upon City Council Approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS Yes																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson Fire Department																																													
8. COST	Cost not to exceed \$14,199.99																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	General Fund acct number 001.441.70.6824																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						


Office of the City Attorney

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 AN AMENDMENT TO CHANGE THE VENDOR IN THE BUDGET REVISION TO FY 2021-2022 FIRE DEPARTMENT'S BUDGET FOR THE PROCUREMENT OF AN APPROVED AGENDA ITEM FOR THE PURCHASE OF A 30 X 30 SHED FROM CAROLINA CARPORTS TO BE UTILIZED AT THE JACKSON FIRE DEPARTMENT TRAINING ACADEMY LOCATED AT 1240 S GALLATIN STREET JACKSON, MS AND AUTHORIZATION TO TRANSFER FUNDS FROM ONE ACCOUNT TO ANOTHER ACCOUNT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Victoria James, Deputy City Attorney 



DATE



METAL ROOFING
Systems, Inc

1345 Flowood Drive
Flowood MS, 39232
Phone: 601-936-5292

Quote

Date	Estimate #
5/13/2022	2751

Name / Address
City of Jackson Fire Dept.

Ship To

Project

Terms	P.O. Number/ Project	Phone #	Metal Type	Ship Type	Delivery/ PU Date
Due on re...	30' x 30' Metal Shop	601-9601523	29g Custom Rib	Delivery	5/13/2022

Qty	Description	Rate	Total
4	30' Steel Truss	304.00	1,216.00T
8	6X6X12' Treated Post	46.00	368.00T
4	Treated 6x6x16' Post	62.00	248.00T
98	2x6x10' #2 Southern Yellow Pine	12.71	1,245.58T
12	Sturdi-Wall Anchor Bracket	113,548.33	1,362.58T
1	12' x 8' Roll Up Door	1,399.99	1,399.99T
1	3070 4 1/4" Walk Door Frame Kit	325.00	325.00T
1	3070 Walk Door Leaf	255.00	255.00T
325	29g Galvalume Acrylic Custom Rib	2.84	923.00T
480	29g Ash Gray Custom Rib	3.72	1,785.60T
4	29g 14" Galvalume Acrylic Ridge Cap	20.99	83.96T
8	29g Gable Trim Polar White	20.99	167.92T
7	29g Eave Trim Polar White	13.75	96.25T
4	Custom Trim Polar White 29g outside corners 11"	23.00	92.00T
5	Custom Trim Polar White 29g J trim 122"	16.75	83.75T
3	Custom Trim Polar White 29g Door post	19.95	59.85T
1	Double Bubble Insulation 6'x125'	189.99	189.99T
5	1.5" Galvalume Wood Screws	17.99	89.95T
4	1.5" Ash Gray Wood Screw	17.99	71.96T
1	7/8" Bare Galvalume LAP	26.99	26.99T
1	7/8" Ash Gray Lap Screw	26.99	26.99T
1	Delivery of Products	75.00	75.00T
1	Assembly, Labor, and Setup	4,006.63	4,006.63T

*** Please be aware on May 10th Custom Metal Solutions will formally start using the Metal Roofing Systems name, logo, and email address.	Subtotal	\$14,199.99
	Sales Tax (0.0%)	\$0.00
	Total	\$14,199.99

OFFICE OF THE CLERK / ATTORNEY
Harris Lumumba

ORDER AUTHORIZING THE CONTRIBUTING OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO THE REAL COWBOY ASSOCIATION, LLC., FOR THE PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE POSSIBILITIES AND OPPORTUNITIES IN THE CITY OF JACKSON MISSISSIPPI

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend moneys not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the Real Cowboy Association, LLC has visited and brought to the Mississippi State Fairgrounds located in the City of Jackson a Black Rodeo annually for many years; and

WHEREAS, the 19th Annual Black Rodeo is a public entertaining event which has been scheduled to be held at the Mississippi State Fairgrounds beginning on July 16, 2022; and

WHEREAS, the estimated financial impact arising out of the Black Rodeo's visit to the City of Jackson is approximately one million six hundred thousand (\$1,600,000.00); and

WHEREAS, it is anticipated that the 19th Annual Black Rodeo will be helpful in advancing the financial interests of the municipality as a result of visitors booking accommodations within hotels located in proximity to the Mississippi State Fairgrounds and also patronizing eating establishments; and

WHEREAS, the State of Mississippi implemented and changed it security protocols for events at the Mississippi State Fairground following a shooting incident at the Mudbug Festival; and

WHEREAS, contributing money to support the security protocols implemented by the Mississippi State Fairgrounds advances the City of Jackson's interests in the safety of residents and also visitors; and

Agenda Item No. 17
Agenda Date June 21, 2022
(Harris, Lumumba)

OFFICE OF THE CLERK
T. Harris Lumumba

WHEREAS, the contributing of \$15,000.00 to the Real Cowboy Association, LLC will advance both the financial and safety interests of the City of Jackson and promote Jackson as a venue for expositions and public entertainment;

IT IS, THEREFORE, ORDERED that the sum of Fifteen Thousand Dollars (\$15,000.00) shall be contributed the Real Cowboy Association, LLC, for the 19th Annual Black Rodeo to be held at the Mississippi State Fairgrounds located in the City of Jackson.

IT IS FURTHER ORDERED that the contribution may be taken from Account # 005-501.10-6449.

(HARRIS, LUMUMBA)

Item No.:	
Date:	

Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This, ORDER AUTHORIZING THE CONTRIBUTING OF FIFTEEN THOUSAND DOLLARS TO THE REAL COWBOY ASSOCIATION LLC FOR THE PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE POSSIBILITIES AND OPPORTUNITIES IN THE CITY OF JACKSON MISSISSIPPI has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



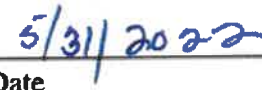
CATORIA MARTIN, City Attorney



Date



CARRIE JOHNSON
Deputy City Attorney



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 Mayor Lumumba
From: Ison B. Harris, Jr., Director
Parks & Recreation Department
Date: May 27, 2022
Re: Real Cowboy Association, LLC's – Black Rodeo

The attached agenda item authorizes the contributing of Fifteen Thousand Dollars (\$15,000.00) to the Real Cowboy Association, LLC for the purpose of advertising and bringing into favorable notice possibilities and opportunities in the City of Jackson Mississippi during the 19th Annual Black Rodeo.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 27, 2022
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order authorizes contribution of \$15,0000 to Real Cowboy Association LLC for Black Rodeo event which advertises and brings favorable notice to City of Jackson								
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, Youth and Crime Prevention, and Economic Development								
3.	Who will be affected	City of Jackson, Residents and Visitors to City, Real Cowboy Association LLC, State of Mississippi, municipal, county, and state law enforcement potentially								
4.	Benefits	Provides funding to support security protocols at the Mississippi State Fairgrounds								
5.	Schedule (beginning date)	Upon council approval – Event scheduled for July 16, 2022								
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Mississippi State Fairgrounds								
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Parks and Recreation								
8.	COST	\$15,000.00								
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Account 005-501.10-6449								
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>

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JULY 2, 2022, AT A COST OF SIXTEEN THOUSAND DOLLARS (\$16,000.00). (WARD 1) (HARRIS, LUMUMBA)

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, Section 3-3-7 of the Mississippi Code cites the days declared by the Mississippi legislature to be legal holidays; and

WHEREAS, the fourth day of July or Independence Day is among the holidays declared to be a legal holiday; and

WHEREAS, displays of fireworks are a hallmark of Independence Day celebrations nationwide and locally; and

WHEREAS, the City of Jackson would like to commemorate Independence Day with a display of fireworks;

WHEREAS, Pyro Shows, Inc., has the capacity and experience to provide the City of Jackson with the desired display of fireworks; and

Agenda Item No. 18
Agenda Date June 21, 2022
(Harris, Lumumba)

WHEREAS, the anticipated date for the display of fireworks will be Saturday, July 2, 2022 at Smith Wills Stadium, located at 1200 Lakeland Drive; and

WHEREAS, the cost of the display of fireworks provided by Pyro Shows Inc., is \$16,000.00; and

WHEREAS, sufficient monies covering the cost of the firework exhibition will be donated by Dharma Professional Services, LLC. Upon acceptance by the governing authorities;

WHEREAS, the payment of fifty percent (50%) of the cost of the display or \$8,000.00 and a signed contract is required to reserve the July 2, 2022 date for production of the display of fireworks by June 25, 2022; and

WHEREAS, in furtherance of the show, PYRO SHOWS, INC., will provide the City of Jackson with proof of insurance coverage in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage connected to the production only; and

WHEREAS, the City of Jackson will be listed as an additional insured on the insurance coverage obtained by Pyro Shows, Inc., and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Pyro Shows, Inc., and all documents necessary to effect the terms of the Agreement, for a fireworks display on July 2, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, at Smith Wills Stadium, located at 1200 Lakeland Drive, Jackson, Mississippi, with the total cost not to exceed Sixteen Thousand Dollars (\$16,000.00).

IT IS FURTHER ORDERED that a sum not to exceed \$8,000.00 may be paid for the purpose of reserving the date for the production.

IT IS FURTHER ORDERED that a copy of said Agreement shall be filed with the City Clerk.

(HARRIS, LUMUMBA)

ITEM #: _____

DATE: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 7, 2022

	P O I N T S	C O M M E N T S																																																							
1.	Brief Description	A business class agreement with PYRO SHOWS, for a fireworks display, at the Smith Wills Stadium, located at 1200 Lakeland Drive, on July 02, 2022.																																																							
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	Citizens of Jackson																																																							
4.	Benefits	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																																																							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	COST	Sixteen Thousand Dollars (\$16,000.00)																																																							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Donation from Dharma Professional Services, LLC.																																																							
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">___</td> <td style="width: 10%;">Yes</td> <td style="width: 5%;">___</td> <td style="width: 10%;">No</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">___</td> <td style="width: 5%; text-align: center;">X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</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																																															
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																																															

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 Mayor Chokwe Lumumba
Office of the Mayor

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

DATE: June 09, 2022

**SUBJECT: ORDER AUTHORIZING MAYOR TO EXECUTE AN
AGREEMENT WITH PYRO SHOWS, INC. FOR A
FIREWORK DISPLAY AT SMITH WILLS STADIUM
LOCATED AT 1200 LAKELAND DRIVE ON JULY 02,
2022 AT THE COST OF \$16,000.00**

This Order is requesting Approval from the Mayor to execute an Agreement with Pyro Shows, Inc. for a firework display at the Smith Wills Stadium, located at 1200 Lakeland Drive Jackson, Mississippi, on July 02, 2022.

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

IBHjr/sa



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on June 9, 2022 by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and City of Jackson, MS with its principal place of business located at 1000 Metrocenter Mall, Suite 104, Jackson, MS 39209 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 22 MS 07-02-C-16000-000274 dated June 9, 2022. The Show will be given on July 2, 2022. Rain date/postponement date: **No Rain Date Selected.**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. ~~**INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.~~
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS, INC.
Contract Agreement

VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation.

This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. ~~Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney at Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.~~
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Jackson, MS shall pay PYRO SHOWS \$ 16,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 16,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall return signed contract by June 25, 2022. Full payment in the amount of \$ 16,000.00 will be due in the PYRO SHOWS office by July 2, 2022.



PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: Michael E. Walden

DATE: 6/9/2022

Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

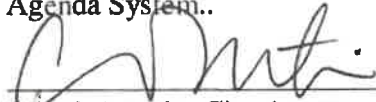
Office of the City Attorney

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
6/15/22

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS INC FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM AT A COST OF SIXTEEN THOUSAND DOLLARS** is legally sufficient for placement in the NOVUS Agenda System..



Catoria Martin, City Attorney

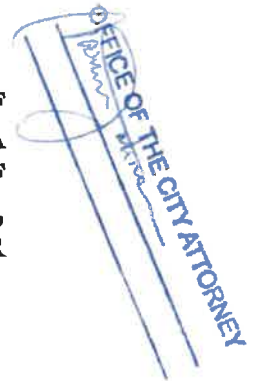
6/15/22
Date



Carrie Johnson
Deputy City Attorney

6/13/2022
Date

ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00) FROM DHARMA PROFESSIONAL SERVICES, LLC. FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORKS EXHIBITION AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE ON SATURDAY, JULY 02, 2022 FOR OBSERVANCE OF THE 4TH OF JULY



WHEREAS, in Opinion Number 2010-00022 addressed to Jason Herring, the Mississippi Attorney General stated that municipal governing authorities have the authority to accept the donation of funds for **specifically** designated purposes; and

WHEREAS, Dharma Professional Services, LLC has indicated that it is willing to donate to the City of Jackson monies in the amount of \$16,000.00 to be used for the specific purpose of providing a Fire Works exhibition for the observance of the 4th of July; and

WHEREAS, Dharma Professional Services, LLC is a Mississippi limited liability company in good standing according to information appearing in the online data base of the Mississippi Secretary of State; and

WHEREAS, the donation by Dharma Professional Services, LLC arises from a desire to support the City of Jackson Department of Parks and Recreation and its effort to observe the 4th of July;

WHEREAS the best interest of the City of Jackson would be served by accepting the donation from Dharma Professional Services, LLC;

IT IS THEREFORE ORDERED that the donation of monies in the amount of \$16,000.00 from Dharma Professional Services LLC shall be accepted.

IT IS THEREFORE ORDERED that the monies donated from Dharma Professional Services LLC shall be used for the specific purpose of providing a Fire Works exhibition for the 4th of July observance on Saturday, July 02, 2022 at the

Agenda Item No. 19
Agenda Date June 21, 2022
(Harris, Lumumba)

Smith Wills Stadium, located at 1200 Lakeland Drive.

(HARRIS, LUMUMBA)

ITEM #: _____

DATE: _____

OFFICE OF THE CITY ATTORNEY
J. J. Harris
City of Jacksonville

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 Mayor Chokwe Lumumba
Office of the Mayor

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

DATE: June 09, 2022

**SUBJECT: ORDER ACCEPTING THE DONATION OF FUNDS IN
THE AMOUNT OF \$16,000.00 FROM DHARMA
PROFESSIONAL SERVICES, LLC. FOR THE PURCHASE
OF FIREWORKS FOR DISPLAY FOR OBSERVANCE OF
THE 4TH OF JULY**

This Order is requesting the Approval for an agreement with Dharma Professional Services, LLC. and the City of Jackson Parks and Recreation Department to receive a donation to purchase fireworks for display, at the Smith Wills Stadium, located at 1200 Lakeland Drive Jackson, Mississippi, on July 02, 2022.

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

IBHjr/sa

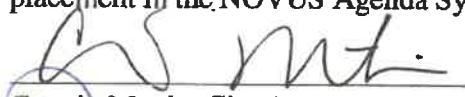
Office of the City Attorney

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




OFFICE OF THE CITY ATTORNEY

This, **ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS FROM DHARMA PROFESSIONAL SERVICES LLC FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORKS EXHIBITION AT SMITH WILLS STADIUM ON SATURDAY JULY 2, 2022** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System..



Catoria Martin, City Attorney

6/15/22
Date



Carrie Johnson
Deputy City Attorney

6/13/2022
Date

**ORDER AUTHORIZING SUBMISSION OF AN APPLICATION TO JOIN
MISSISSIPPI 811, INC.**

WHEREAS, pursuant to the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program Act of 2022, as a governing authority not regulated by the Public Service Commission, to be eligible to apply for reimbursable grants to make necessary investments in water, wastewater, and stormwater infrastructure funded by Coronavirus State Fiscal Recovery Funds made available under the federal American Rescue Plan Act of 2021 (ARPA), the City of Jackson is required to become an operator-member of Mississippi 811, Inc.; and

WHEREAS, pursuant to Miss. Code Ann. § 77-13-17(2), the City of Jackson, as an operator of a public utility, must join Mississippi 811, Inc.

IT IS THEREFORE ORDERED that an application be submitted for the City of Jackson to join Mississippi 811, Inc and that the Mayor is authorized to execute any documents necessary to join Mississippi 811, Inc.

Agenda Item No. 20
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 8, 2022
DATE

POINTS		COMMENTS
1.	Brief Description	Submission of Mississippi 811 application
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	6
3.	Who will be affected	Anybody in Jackson who wants to dig underground
4.	Benefits	Comply with State Law
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	No cost to apply. There will be an annual cost of about \$50,000 for the call service.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: June 10, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing submission of an application to join Mississippi 811, Inc. State law requires all utilities to be a member of Mississippi 811 with violations and penalties levied for non-compliance. In addition, as part of legislation authorizing state ARPA funds for water and sewer projects, utilities that are not regulated by the Public Service Commission must be a member of Mississippi 811 in order to apply for funding. In order to comply with state law and be able to apply for state ARPA funds, the City must join Mississippi 811.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.


Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY
6/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING SUBMISSION OF AN APPLICATION TO JOIN MISSISSIPPI 811, INC.** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 

6/15/22

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A ONE (1) YEAR SERVICE AGREEMENT WITH SUEZ TECHNOLOGIES, INC. TO PROVIDE INSIGHT SERVICES AND 24/7 TECHNICAL SUPPORT FOR THE MEMBRANE PLANT AT O.B. CURTIS WTP (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
6/21/22
153

WHEREAS, Suez Technologies dba Zenon Environmental Corporation provides Insight Services and Technical Support for the Membrane Treatment Process at the O.B. Curtis Water Treatment Plant; and

WHEREAS, the Insight Service provides bi-weekly reports on the performance of each of the six (6) trains in the Membrane Plant to better address operations and maintenance of the Membrane Plant which is necessary for the adequate production of potable water for the City of Jackson's water system; and

WHEREAS, the Technical Support services will be used to troubleshoot operational and maintenance issues that periodically arises with the six (6) trains in the Membrane Plant which would impede the production of safe clean potable water for public; and

WHEREAS, the Membrane Plant Process has served the City since 1987 and is a proprietary system for which Suez Technologies dba Zenon Environmental Corporation is the sole supplier of the Membrane Train Process used at O.B. Curtis WTP; and

WHEREAS, the one-year service agreement contract in the amount of \$18,094.50 will ensure that the City has 24/7 Technical Support and is provided Insight Reports bi-weekly to assist in the performance of Membrane Trains in the Membrane Process; and

WHEREAS, the Public Works Department recommends this Insight and Technical Support Contract for a one-year period with Suez Technologies dba Zenon Environmental Corporation.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to procure a one (1) year Service Contract with SUEZ Water Technologies Solution dba Zenon Environmental Corporation to provide Insight and Technical Support for the Membrane Plant at O.B. Curtis WTP in the amount of \$18,094.50.

Agenda Item No. 21
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 5, 2022
DATE

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A ONE (1) YEAR EXTENDED SERVICE WARRANTY CONTRACT WITH SUEZ TECHNOLOGIES, INC. TO PROVIDE INSIGHT SERVICES AND 24/7 TECHNICAL SUPPORT FOR THE MEMBRANE PLANT AT O.B. CURTIS WTP (ALL WARDS)																																													
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	6,7																																													
3.	Who will be affected	All City of Jackson Water Customers																																													
4.	Benefits	The Membrane Plant is a proprietary system of Suez Technologies. The Contract will provide Insight Services and 24/7 support in the operations and maintenance of the treatment process.																																													
5.	Schedule (beginning date)	As soon as authorized by both parties.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	System Wide																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works – Water/Sewer Utilities Division Water Plant Operations and Maintenance Section																																													
8.	COST	\$18,094.50 [031.521.30.6419]																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Water Plant Operations and Maintenance Budget.																																													
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>																																							

(Handwritten signature and date)



PUBLIC WORKS DEPARTMENT
"People Who Do"

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Marlin King, Director
Public Works Department

A handwritten signature in blue ink, appearing to be "Marlin King", written over the "FROM:" line.

DATE: May 5, 2022

SUBJECT: SUEZ Technologies Service Contract

This agenda item authorizes the Mayor to execute a current service contract between the City of Jackson and SUEZ, Inc., 15895 S. Pflumm Road, Olathe, KS 66062. This service agreement will provide Insight Services and 24/7 Technical Services for the operation and maintenance of the Membrane Plant at the O.B. Curtis Water Treatment Plant. The cost of this service contract for an annual period is \$18,094.50.

Should you have any questions please advise.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY


This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A ONE (1) YEAR SERVICE AGREEMENT WITH SUEZ TECHNOLOGIES, INC. TO PROVIDE INSIGHT SERVICES AND 24/7 TECHNICAL SUPPORT FOR THE MEMBRANE PLANT AT O.B. CURTIS WTP (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 


6/1/22
DATE

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
02NOV2021		11FEB2022		20520885		
Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown		Services Renewal		
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES		
Bill To: 0000478065 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				DDP POINT OF DESTINATION		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3110634 FEE, PROCESS ANALYST SERVICE 1 EA InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee Pallavi Khushiram Analyste de procédés pallavi.khushiram@suez.com +1 905-465-3030 (Ext: 3534)	1	EA	14,976.00	EA	14,976.00
20	3066598 FEE,24/7 TECHNIAL SUPPORT 1 EA 24/7 Emergency Telephone Technical Support: Daytime hours of operation: 8:00 am to 6:00 pm Monday to Friday, Eastern Time Zone GMT-5 After hours, weekends & holidays: 6:00 pm to 8:00 am Monday to Friday, Eastern Time Zone GMT-5, all Saturday & Sunday Telephone, toll free in North America: 1-866-271-5425, press 1 for technical support Daytime hours e-mail address: suez.technicalsupport.wts@suez.com Please quote Original Project Number:	1	EA	3,118.50	EA	3,118.50
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	18,094.50

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			Quotation	
Quote Date		Quotation Exp. Date		Suez WTS Quote		
02NOV2021		11FEB2022		20520885		
Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown		Services Renewal		
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES		
Bill To: 0000478065 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				DDP POINT OF DESTINATION		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>SERVICE CONTRACT DATES: Jan 12, 2022 to Jan 11, 2023</p> <p>InSight service will be invoiced annually at start of contract</p> <p>24/7 Telephone Technical Support will be invoiced annually at start of contract</p> <p>Pricing above does not include applicable taxes, which will be applied at time of order.</p> <p>Multi-year Options:</p> <p>Prices shown are for a single year renewal of service. If Buyer is able to issue a firm, multi-year purchase order for a 2,3,4 or 5-year period, the stated price per year will be held unchanged over the full duration. Buyer will save on annual inflation adjustments and any other price adjustments over the period and will save on the administrative burden of preparing and issuing purchase orders.</p> <p>****IMPORTANT****</p> <p>PLEASE REFERENCE OUR QUOTATION # ON ALL PURCHASE ORDERS TO PLACE AN ORDER:</p>					
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	18,094.50

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
02NOV2021		11FEB2022		20520885		
Sales Org.		Sales Representative / Contact		Reference		
B493		Craig Brown		Services Renewal		
Sold To: 1000120695 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Ship To: 4000149263 CITY OF JACKSON PUBLIC WORKS DEPT. O.B CURTIS WATER PLANT 100 O.B CURTIS DRIVE RIDGELAND MS 39157 UNITED STATES			
Bill To: 0000478065 CITY OF JACKSON PUBLIC WORKS DEPT. WATER/SEWER UTILITIES DIVISION PO Box 17 JACKSON MS 39205-0017 UNITED STATES			Payment Terms			
			Net 30 Days from Date of Receipt of Invoice			
			Inco Terms			
			DDP POINT OF DESTINATION			
Currency: U.S. Dollar			Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>e-Store: https://estore.suezwatertechnologies.com First time user? Please see this YouTube video for instructions on how to use the SUEZ e-Store: https://www.youtube.com/watch?v=kp9zV7FMJbk&feature=youtu.be</p> <p>E-MAIL: # csc.customequipment.wts@suez.com dl-wats-po@suez.com ß for B609 contracts</p> <p>FAX: 1-866-891-4893 Phone (1-866-439-2837) # Option 2</p> <p>For all Post-Sale or Order Status inquiries, please contact our Customer Service Center at 1-866-439-2837 # Option 2</p> <p>***ACCEPTANCE OF QUOTATION***</p> <p>Accepted By: _____ (Please Print)</p> <p>Signature: _____</p> <p>Date Accepted: _____</p> <p>PO Number: _____</p>					
				SALES DISCOUNT	USD	0.00
				NET PRICE	USD	18,094.50

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

Suez Water Technologies & Solutions

Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. **Termination and Cancellation.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

Municipalities Reimagining Community Safety Initiative

Memorandum of Understanding

Between

National League of Cities Institute

and

City of Jackson

PURPOSE

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and ENTER CITY NAME as part of NLCI's *Municipalities Reimagining Community Safety Initiative* between June 1, 2022, and May 31, 2024.

BACKGROUND

With support from the Wells Fargo Foundation, NLCI's *Reimagining Community Safety Initiative* will provide cities with technical assistance, evaluation support and pass-through grant funding to support local safety work. Building upon [A Path Toward Safety and Equitable Cities](#) and [A Toolkit for Cities and Towns](#)- the two reports developed by NLC's [Reimagining Public Safety Task Force](#)- this initiative will advance and support city efforts to rethink local systems of public safety and move toward more equity and community driven safety/violence prevention plans.

- The NLC Municipalities Reimagining Public Safety Initiative will provide pass through grants totaling \$700,000 for each of six cities, tailored technical assistance, and evaluation support in order to:
 - Help local leaders advance the creation or updating and implementation of a comprehensive safety/violence prevention plan
 - Develop, implement, or scale up a set of programs and policies that align with the safety/violence prevention plan and reflect local priorities including but not limited to:
 - Violence Interruption or other Community Violence Interventions via Credible Messengers
 - Youth and Young Adult Justice Initiatives
 - Reentry Offices and Initiatives
 - Community responder/alternative response methods and models

This two-year initiative brings together elected leaders and staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts. Funded initiatives are intended to spur local action and implementation of recommendations and plans that are established in partnership with Black and Brown communities.

This MOU defines the terms for the grant period

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until June 30, 2024. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unobligated grant funds to NLCI within 30 days of termination.

IMPLEMENTATION AWARD AND USE OF FUNDS

NLCI will provide the City an award in the amount of \$700,000 to support costs associated with implementing the city's local community safety plan and related capacity building activity. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU.

DISTRIBUTION OF IMPLEMENTATION AWARD

Upon the receipt of a completed W-9 form, completed ACH form, and a signed copy of this MOU, NLCI shall distribute an initial payment of \$475,000 to the city, or its designated agent. A second, final distribution of \$225,000 will be distributed to the city by June 15, 2023, pending NLCI determination of adequate city progress on the city's community safety initiatives. The second payment is contingent upon spending 85% of the initial payment. Recipients must return to NLCI *any funds not spent within 15 days of the end of the grant period, unless NLCI approves an alternate plan prior to May 31, 2024.*

SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting this implementation award, City agrees to:

- **Engage the mayor and/or city manager through:**
 - Ongoing convening of a local leadership body/ Core Team
 - Designation of a senior staff person as lead point of contact
 - Enlisting representatives of major public systems as team members
 - Consideration of budget realignment and use of ARPA funding

- **Enhance local capacity through:**
 - The use of pass-through funds for capacity-building purposes such as hiring staff dedicated to the project and data and measurement
 - Developing or updating a comprehensive community safety plan
 - Consideration of enlisting staff or faculty of an HBCU or a national civil rights organization chapter alongside local community-based organizations/residents with relevant expertise
- **Assess local public safety issues, needs, momentum, and assets**
- **Participate in technical assistance/evaluation with NLC and partners inclusive of:**
 - Monthly TA calls/meetings
 - Host one to two visits per year by TA team
 - Team participation in all-site meetings one to two times per year
 - Potential cross-site learning with other NLC initiatives
 - Communications efforts that document programs, policies, and lessons learned
- **Collect relevant data & engage with a developmental evaluation partner**
- **Center Racial Equity and Community Engagement by:**
 - Implementation or uplifting a community engagement strategy
 - Meaningfully engaging and involving residents in the initiative
 - Ensuring equitable distribution of services/funds toward community centered safety (specifically black/brown-led initiatives)
- Submit one interim narrative report to NLCI on May 31, 2023, as well as a final narrative report on August 1, 2024, to include a narrative description of work conducted, outcomes achieved, and lessons learned to date, template to be supplied by NLC.
- Submit a financial report twice annually, 10 days after the close of the period, showing actual spending against budget via template provided by NLCI (see dates below).

Reporting Period	Submission Date
June 2022- November 2022	December 10, 2022
December 2022-May 2023	June 10, 2023
June 2023-November 2023	December 10, 2023
December 2023- May 2024	June 10, 2024

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02

OFFICE OF THE CITY ATTORNEY
3-15-2022
[Signature]

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc., for the O.B. Curtis Water Treatment Plant Membrane Filter Project; and

WHEREAS, the proposed Change Order #2 adds 197 calendar days to the project time to account for supply chain delays related to delivery of raw materials needed to manufacture parts of the building, and those delays were beyond the contractor's or manufacturer's control.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #2 to the contract of Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Membrane Filter Project, adding 197 calendar days to the contract time.

Agenda Item No. 22
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 26, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute Change Order #2 with Hemphill for the O.B. Curtis Water Treatment Plant Membrane Filter Building Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	All users of the City of Jackson surface water system
4.	Benefits	Adds time due delays in delivery of raw materials that was beyond the manufacturer's control.
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	O.B. Curtis Water Treatment Plant
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	No change to contract cost. Add 197 calendar days to the contract time. New contract time is 407 calendar days.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	State Drinking Water Revolving Loan Fund - DWI-L250008-02
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

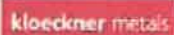
From: Marlin King
Director

Date: May 26, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Change Order #2 to the contract with Hemphill for the O.B. Curtis Water Treatment Plant Membrane Filter Building Project. The change order adds 197 calendar days due to supply chain delays related to delivery of raw materials needed to manufacture parts of the building. Those delays were beyond the manufacturer's control. There is no change to the overall cost of the project.

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



**KloECKNER Metals Corporation
4606 Singleton Blvd
Dallas, TX 75212
214/630-6959**

November 1, 2021

**Cori Rippee
Purchasing Manager
Guard All Building Solutions
1011 Regal Row
Dallas, TX 75247**

Mrs. Rippee,

Over the past 17 months the steel market has seen unprecedented increases in hot rolled coil, plate and tubular products. Since July 22, 2020 to Nov 1, 2021 the CRU has increased 306% from \$472/ton to \$1914/ton on hot rolled coil. The CRU has increase 215% on HR plate during the same time frame from \$557/ton to \$1754/ton. We have seen 19 price increases from tube mills totaling \$1750/ton.

Due to increased demand in 2021, limited capacity at domestic mills and little to no foreign availability all mills are closing their rollings earlier than usual and pushing out roll dates. Due to these circumstances, all quotes are price in effect at time of shipment.

While we have no crystal ball, we are anticipating pricing to stay at these levels the balance of the year and possibly into first quarter.

We value our relationship and appreciate your business, especially during these unprecedented times.

If you should have any further questions, please don't hesitate to ask.

Sincerely,

**Megan Hudgens
Inside Sales Manager
KloECKNER Metals, Inc.**



10.29.2021

To: Hemphill Construction Company
P.O Drawer 879
Florence, MS 39073-0879

Re: OB Curtis WTP Membrane Filter Enclosure Building Project (Subcontract # H21019-101)

We (Guard-All Building Solutions LLC herein referred as GABS) are writing this letter to explain the current Schedule for above mentioned Project to bring into your notice the timeline for this Project.

Based on the Design Drawing Submittal Approval received on **08/30/2021**. We started Full design phase for the Structure, at this time our Lead time for Stamped drawing was 2 weeks. We submitted the Stamped drawings on 09/14. With Stamped drawings sent out, Engineering moved forward with Steel Shop drawings & Bill of material. With many projects in pipeline for Engineering, GABS engineering still managed to finish Bill of Material on 10/04 and was released to Purchasing department.

Purchasing department started getting quotes from Suppliers with lead times and placed the Order for most of the material from 10/04-10/12.

Based on the Orders placed, you can see the table on next page for Materials arriving dates. This table is extracted from our ERP system and is based on the Supplier's dates provided. You can see some of the steel is out at least out till 12/03/2021.

Our Production lead times are currently at least 8 weeks, and we cannot produce anything until material arrives in the Shop, we have most of the materials arriving by 11/19. Keeping this date (11/19) in mind and with 8 weeks production time and 2 weeks Galvanization lead time currently, we are looking at starting shipping around 01/24/2022.

Updated Schedule (R1) is also attached for your reference. Please Note: This schedule is strictly based upon Materials arrival and will be updated as we receive the materials.

GABS will try best to reduce production time in any way possible and will keep everyone posted about the project timeline as we keep working on this.

Best Regards,
Shubham Mahajan
Project Manager
Guard All Building Solutions Manufacturing LLC
C: 469-918-0410
smahajan@guard-all.com

PFEIFER GUARD-ALL

Project ID: 21016 (21016)
Report Date: 10/29/2021

Buyer's Workbench - Item Open Orders Grid

Item Name	Due Date	Quantity
Tube - (ng) - 8 x 16 x 1/4(.250) x 356 1/2"lg	10/11/2021	2.0000
Tube - (ng) - 8 x 16 x 1/4(.250) x 35"lg	10/11/2021	2.0000
Tube - Roof Truss - Inner Chord - (ng) - 6 x 6 x 3/8(.375) x 309"lg	10/11/2021	14.0000
Steel-Black-SQ - 3.5" x 1/8(.125) x 240"(20ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	25.0000
Steel-Black-SQ - 3.5" x 1/8(.125) x 576"(48ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	30.0000
Steel-Black-SQ - 4" x 1/8(.125) x 240"(20ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	1.0000
Steel-Black-SQ - 6" x 1/8(.125) x 480"(40ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	3.0000
Steel-Black-ANG - 5/16 - 4 x 4 x 480"(40ft) -ASTM A36 (36 KSI, MIN)	10/20/2021	23.0000
Steel-Black-SQ - 4" x 3/16(.188) x 480"(40ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	4.0000
Steel-Black-SQ - 4" x 3/16(.188) x 576"(48ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	15.0000
Steel-Black-SQ - 3.5" x 1/8(.125) x 288"(24ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/20/2021	16.0000
Tube - Roof Truss - Outer Chord - (ng) - 6 x 6 x 5/16(.313) x 42 27/32"lg	10/29/2021	1.0000
Tube - (ng) - 4 x 4 x 3/16(.188) x 234 1/2"lg	10/29/2021	2.0000
Tube - Roof Truss - Outer Chord - (ng) - 6 x 6 x 1/4(.250) x 66 17/32"lg	10/29/2021	1.0000
Steel-Black-SQ - 6" x 5/16(.313) x 480"(40ft) -ASTM A500 GR B/C (50 KSI, MIN)	10/29/2021	2.0000
Steel-Black-ANG - 5/16 - 4 x 4 x 240"(20ft) -ASTM A36 (36 KSI, MIN)	10/29/2021	1.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 36"lg	10/29/2021	1.0000
Tube - (ng) - 4 x 4 x 3/16(.188) x 226 1/2"lg	10/29/2021	12.0000
Tube - Leg Truss - Outer Chord - (ng) - 6 x 6 x 1/4(.250) x 383 29/32"lg	10/29/2021	14.0000
Tube - Leg Truss - Inner Chord - (ng) - 6 x 6 x 3/8(.375) x 325 5/32"lg	10/29/2021	14.0000
Tube - (ng) - 4 x 4 x 3/16(.188) - 248" LG	10/29/2021	1.0000
TUBE - (NG) - 4 x 4 x 3/16(.188) - 230 11/16" LG	10/29/2021	3.0000
Steel-Black-SQ - 3.5" x 1/8(.125) x 480"(40ft) -ASTM A500 GR B/C (50 KSI, MIN)	11/1/2021	12.0000
Tube - Roof Truss - Outer Chord - (ng) - 6 x 6 x 5/16(.313) x 309"lg	11/4/2021	25.0000
Tube - Roof Truss - Chord - (ng) - 6 x 6 x 1/4(.250) x 309"lg	11/5/2021	80.0000
TUBE - (NG) - 4 x 4 x 3/16(.188) - 221" LG	11/19/2021	2.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 114 5/8"lg	11/19/2021	1.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 126"lg	11/19/2021	1.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 178 7/8"lg	11/19/2021	2.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 243 1/4"lg	11/19/2021	2.0000
Tube - (ng) - 4 x 10 x 1/4(.250) x 307 1/4"lg	11/19/2021	2.0000
Tube - (ng) - 8 x 16 x 1/4(.250) x 576"lg	12/3/2021	2.0000
Tube - (ng) - 8 x 16 x 1/4(.250) x 549 11/16"lg	12/3/2021	2.0000

Printed 10/29/2021

Page 1 of 2

Change Order

No. 2

Date of Issuance: November 6, 2021 Effective Date: _____

Project: OB Curtis Water Treatment Plant Membrane Filter Building Project	Owner: City of Jackson	Owner's Contract No.: DWI- L250008-02
Contract: #3	Date of Contract: January 29, 2021	
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 20-04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Contract time extension is warranted due to building material supply shipping delays beyond the control of the contractor.

Attachments (list documents supporting change):

See the attached correspondence for additional information.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$3,142,395.00

Original Contract

Times:

Working days Calendar days

Substantial completion (days or date): 200 days

Ready for final payment (days or date): 200 days (09/24/2021)

[Increase] [] from previously approved Change Orders No. 0 to No. 1:

\$114,497.33

[Increase] [] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): 10 days

Ready for final payment (days): 10 days

Contract Price prior to this Change Order:

\$3,256,892.33

Contract Times prior to this Change Order:

Substantial completion (days or date): 210 Days

Ready for final payment (days or date): 210 (10/04/2021)

[Increase] [Decrease] of this Change Order:

\$0

[Increase] [] of this Change Order:

Substantial completion (days or date): 197 days

Ready for final payment (days or date): 217 days

Contract Price incorporating this Change Order:

\$3,256,892.33

Contract Times with all approved Change Orders:

Substantial completion (days or date): 407 Days

Ready for final payment (days or date): 427 days (4/19/22)

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/6/21

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11/27/2021

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
00636-1

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39203-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
6/1/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

6/1/22
DATE

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS (WARD 3)

OFFICE OF THE CITY ATTORNEY
6/21/2022

WHEREAS, the Mississippi Department of Transportation has made Federal Transportation Alternatives (TA) Program funds available for non-motorized transportation improvements throughout the state of Mississippi; and

WHEREAS, the John D. Dingell, Jr. Conservation, Management, and Recreation Act of 2019 authorized the Medgar and Myrlie Evers Home National Monument, and the National Monument was proclaimed on December 10, 2020 by the Secretary of the Interior; and

WHEREAS, the City of Jackson and the National Park Service desire to construct a sidewalk along Margaret Walker Alexander Drive with a crosswalk at Missouri Street to connect the Medgar and Myrlie Evers Home to a separate parcel on Missouri Street to provide a pedestrian connection between the two National Park Service parcels; and

WHEREAS, the City of Jackson hereby requests \$167,040.00 in Federal TA funding from the Mississippi Department of Transportation and agrees to provide matching funds in the amount of \$41,760.00 in a timely manner.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Jackson acknowledges if said project is selected for funding through the MDOT selection process, that said project is subject to all applicable Federal and State laws and regulations regarding TA funding, as well as subject to the rules and procedures established by MDOT regarding approved TA projects.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized to submit a transportation alternatives grant application to the Mississippi Department of Transportation for the Medgar and Myrlie Evers Home National Monument sidewalk project.

NOW, THEREFORE, BE IT RESOLVED THAT if said project is selected for funding, that the Mayor is authorized to execute a Memorandum of Understanding and related documents and submit the same to the Mississippi Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED THAT if said project is selected for funding, that the Director of the Department of Public Works and the City Engineer are hereby designated as LPA Officials authorized to sign non-contractual documents and submit the same to the Mississippi Department of transportation.

Agenda Item No. 23
Agenda Date: June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 7, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Application to MDOT for a TA project for the Medgar and Myrlie Evers Home National Monument and committing matching funds
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents on Margaret Walker Alexander Drive, future visitors to the Medgar and Myrlie Evers Home National Monument
4.	Benefits	Application for a sidewalk project at the Medgar and Myrlie Evers Home National Monument
5.	Schedule (beginning date)	Submittal deadline is July 31
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Medgar and Myrlie Evers Home National Monument: Margaret Walker Alexander Dr from Missouri St to 2332 Margaret Walker Alexander Drive (Ward 3)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department Engineering Division in conjunction with the National Park Service
8.	COST	No cost to the City to apply.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	If awarded federal funds, the City will set aside match funds in 372 <u>45190 6736</u>
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King, Director
Date: June 7, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda that authorizes submission of applications to the MDOT for a Transportation Alternatives funds for the Medgar and Myrlie Evers Home National Monument sidewalk project on Margaret Walker Alexander Drive. The resolution also commits matching funding as required by MDOT and federal regulations.

The Transportation Alternatives program is a Congressional set-aside in each transportation act to support non-motorized transportation projects such as shared use paths. The Mississippi Department of Transportation issued a call for projects June 1 with an electronic submission deadline of July 31.

The National Park Service acquired the Evers Home on Margaret Walker Alexander Drive along with three lots on Missouri Street from Tougaloo College in late 2020 which allowed for the National Monument to be proclaimed by the Secretary of the Interior soon thereafter. The Department of Public Works has been working with Keena Graham, Superintendent of the Medgar and Myrlie Evers Home National Monument, as well as National Park Service planning staff based out of their Atlanta regional office on potential improvements to provide pedestrian access from the Evers Home to the Missouri Street parcels. The result is a proposal to construct a sidewalk from the Evers Home to the Park Service parcel on Missouri Street across from Margaret Walker Alexander Drive.

The City in conjunction with the National Park Service desires to apply for Transportation Alternatives (TA) grant funds from the Mississippi Department of Transportation for this project. This is a separate funding pot from MPO TA funds that are put out for a call approximately every two years. The City will set aside Modernization Tax funds as a match. However, the City Engineer's office is working the National Park Service on other match sources from private sector non-profits that are set up specifically to aid the National Park Service with fundraising and charitable contributions to potentially cover the match requirement.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.


Office of the City Attorney

455 East Capitol Street
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Telephone: (601) 960-1709
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JUN 15 2022

OFFICE OF THE CITY ATTORNEY

This RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Cateria P. Martin, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

6/15/22
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY
ENGINEERING SERVICES CONTRACT WITH STANTEC
CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL
PROJECT, FEDERAL AID PROJECT DHP-8276-00(003)LPA/104587
(WARD 5)**

OFFICE OF THE CITY ATTORNEY
6/15/2022

WHEREAS, the City of Jackson has federal earmark funds for the Lynch Street corridor and desires to improve a parallel abandoned rail line into a shared use path from West Highland Drive to Valley Street for the use of the residents of West Jackson and as part of an overall plan to construct a shared use path along the old rail line from Buddy Butts Park to Jackson State University with further connections to Downtown Jackson; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$224,907.83 to provide preliminary engineering services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc. for the Little J Rail Trail Project, Federal Aid Project DHP-8276-00(003)LPA/104587 for an amount not to exceed \$224,907.83.

Agenda Item No. 24
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 31, 2022
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services for the Little J Rail Trail Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	Who will be affected	Motorists on Highway 80 and on Ellis Avenue
4.	Benefits	Provide engineering services for a federal aid safety project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Little J Rail Trail from West Highland Dr to JSU (Ward 5)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$224,907.83
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Federal Transportation Earmark (80%) 148 45190 6823 Modernization Tax (Fund 372) (20% Match) 372 45190 6823
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King
Director
Date: May 31, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services, Inc. for the Little J Rail Trail Project.

The City of Jackson has a federal transportation earmark of \$1,721,790.68 for general improvements along the Lynch Street corridor. The City owns a section of the old Little J rail line that formerly ran from Jackson to Natchez before being abandoned in the 1970s and 1980s. Similar to the Museum Trail in Belhaven, the City desires to construct a rail trail in West Jackson from JSU to the existing trail section that starts at West Highland Dr. The City's long term goal is to extend the trail westward to Buddy Butts Park.

The City selected Stantec Consulting Services for the necessary preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$224,907.83. 80% of the preliminary engineering costs will be federally funded.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

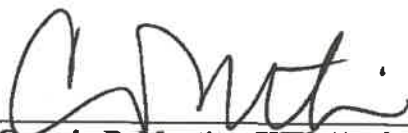
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003)LPA/104587 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

6/15/22
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY
ENGINEERING SERVICES CONTRACT WITH STANTEC
CONSULTING SERVICES, INC., FOR THE GROUP A SIGNAL
PROJECT (WARDS 4 & 5)**

OFFICE OF THE CITY ATTORNEY
6/20/22

WHEREAS, the City of Jackson made application for and received \$1,400,000 in federal surface transportation block grant funds through the Jackson MPO for the Group A Signal Project to replace traffic signals at Ellis Avenue and Robinson Street, Ellis Avenue and Lynch Street, Highway 80 and Ellis Avenue, and Highway 80 and Westhaven Boulevard with no required match; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$156,034.17 to provide preliminary engineering services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc. for the Group A Signal Project, for an amount not to exceed \$156,034.17.

Agenda Item No. 25
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 31, 2022
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services for the Group A Signal Project.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	Who will be affected	Motorists on Highway 80 and on Ellis Avenue
4.	Benefits	Provide engineering services for a federal aid safety project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ellis Ave and Robinson St (Ward 5) Ellis Ave and Lynch St (Ward 5) Hwy 80 and Ellis Ave (Ward 5) Hwy 80 and Westhaven Blvd (Ward 4)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$156,034.17
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Modernization Tax (Fund 372) 372 45190 6823
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: May 31, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services, Inc. for the Group A Signal Project.

The City of Jackson received an award of \$1,400,000 in regional surface transportation block grant construction funds to replace traffic signals at Ellis Avenue and Robinson Street, Ellis Avenue and Lynch Street, Highway 80 and Ellis Avenue, and Highway 80 and Westhaven Boulevard. The City selected Stantec Consulting Services for the necessary preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$156,034.17.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

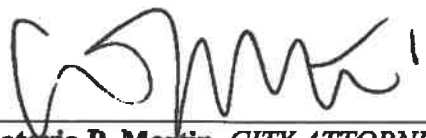
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JUN 15 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE GROUP A SIGNAL PROJECT (WARDS 4 & 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

6/15/22

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY
ENGINEERING SERVICES CONTRACT WITH GARVER, LLC, FOR
THE GROUP B SIGNAL PROJECT (WARDS 1, 2 4, 5, 6, & 7)**

OFFICE OF THE CITY ATTORNEY
6/20/22
SW

WHEREAS, the City of Jackson made application for and received \$1,400,000 in federal surface transportation block grant funds through the Jackson MPO for the Group B Signal Project to replace traffic signals at Medgar Evers Boulevard and Northside Drive, Raymond Road and McDowell Road Extension, Terry Road and McDowell Road, and Old Canton Road and Ridgewood Road with no required match; and

WHEREAS, the City of Jackson selected Garver, LLC, to perform necessary preliminary engineering services for the project; and

WHEREAS, Garver, LLC, has provided a cost estimate of \$124,668.14 to provide preliminary engineering services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Garver, LLC, for the Group B Signal Project, for an amount not to exceed \$124,668.14.

Agenda Item No. 26
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 31, 2022
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Garver LLC for the Group B Signal Project.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	Who will be affected	Motorists on various streets
4.	Benefits	Provide engineering services for a federal aid safety project
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Medgar Evers Blvd at Northside Dr (Wards 2/4) Raymond Rd and McDowell Rd Ext (Ward 4) Terry Rd at McDowell Rd (Wards 5/6/7) Old Canton Rd and Ridgewood Rd (Ward 1)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$124,668.14
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax (Fund 372) 372 45190 6827
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: May 31, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Garver, LLC for the Group B Signal Project.

The City of Jackson received an award of \$1,400,000 in regional surface transportation block grant construction funds to replace traffic signals at Medgar Evers Boulevard and Northside Drive, Raymond Road and McDowell Road Extension, Terry Road and McDowell Road, and Old Canton Road and Ridgewood Road. The City selected Garver LLC for the necessary preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$124,668.14.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

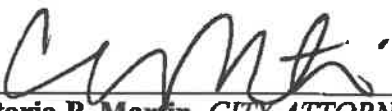
Office of the City Attorney

455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/15/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH GARVER, LLC FOR THE GROUP B SIGNAL PROJECT (WARDS 1, 2 4, 5, 6, & 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* JW

6/15/22

DATE

OFFICE OF THE CITY ATTORNEY
2022-06-21

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT CARBON DIOXIDE EQUIPMENT 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 Carbon Dioxide Equipment Project; and

WHEREAS, one bid was submitted to the Municipal Clerk on April 19, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$1,023,000.00 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 \$1,023,000.00 for the J.H. Fewell Water Treatment Plant Carbon Dioxide Equipment Project to be the lowest and best bid.

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 Carbon Dioxide Equipment Project, DWI L250008-03, in the amount of \$1,023,000.00 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 Carbon Dioxide Equipment 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 Carbon Dioxide Equipment Project and to submit the same to various oversight agencies as needed.

Agenda Item No. 27
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 23, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Hemphill for the J.H. Fewell Water Treatment Plant Carbon Dioxide Equipment Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All residents and businesses that use the surface water system
4.	Benefits	Carbon dioxide equipment at J.H. Fewell Water Treatment Plant
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	J.H. Fewell Water Treatment Plant
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$1,023,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	US EPA – Assistance for Small and Disadvantaged Communities Drinking Water Grant (Grant # 02D10721) (\$454,000.00) 2021 Mississippi Legislative Session SB 2948 Funds (\$569,000.00) 398-52190-6824
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 _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: May 23, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$1,023,000.00, for the J.H. Fewell Water Treatment Plant Carbon Dioxide Equipment Project.

This project, funded through both a US EPA grant and funds from 2021 Senate Bill 2928, will replace carbon dioxide equipment at J.H. Fewell Water Treatment Plant. The only bid received was from Hemphill Construction Company, Inc. in the amount of \$1,023,000.00. It is the recommendation of Public Works that the bid be accepted in order for work to commence as soon as possible. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



April 20, 2022
Cornerstone Engineering Project No. 21-26

City of Jackson
Attn: Charles Williams, P.E., PhD, City Engineer
Department of Public Works
200 South President Street
Jackson, MS 39201

REFERENCE: **BID EVALUATION
PROPOSED J H FEWELL WATER TREATMENT PLANT CARBON
DIOXIDE EQUIPMENT PROJECT
CITY OF JACKSON**

Dear Dr. Williams:

As you are aware, on April 19, 2022, one (1) bid was received and opened for the above referenced project. The original proposal was retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bid and below are our findings.

The apparent lowest bid was received in the amount of \$1,023,000.00 from Hemphill Construction, Inc. and no errors were found in their bid tabulation. Hemphill Construction had a Female Owned Business (FBE) participation of 81.77% and they proposed to use J & J Enterprises as the supplier of Water Treatment Equipment. They are requesting a waiver on the African American (AABE), Asian (ABE), Hispanic (HBE), and Native American (NABE).

Our engineer's budget estimate for the project was \$825,455.00 for the construction budget.

The final official bid tabulation is included in Attachment A. Please let us know of the City Council's decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

Sincerely,

Mauricka McKenzie, Sr., P.E., BCEE
Principal Engineer

Cc: Mary Carter, Water System Manager
file

600 E. Northside Drive, Suite A
Clinton, MS 39056
601-473-2403 o

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
JUN 11 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT CARBON DIOXIDE EQUIPMENT PROJECT, DWI-L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
601-975-3322

RESOLUTION OF THE CITY COUNCIL SUPPORTING THE TRI-COUNTY MOUNTAIN BIKE ASSOCIATION'S APPLICATION FOR A TRAIL ACCELERATOR GRANT FOR THE MOUNTAIN BIKE TRAILS AT BUDDY BUTTS PARK (WARD 4)

WHEREAS, the City of Jackson owns and operates Buddy Butts Park at 6180 McRaven Rd in Jackson; and

WHEREAS, the Tri-County Mountain Bike Association (TCMBA), a member club of the International Mountain Bicycling Association (IMBA) and the Southern Off-Road Bicycle Association (SORBA), has a standing MOU with the City of Jackson related to the trails behind the Mississippi River Basin Model at Buddy Butts Park; and

WHEREAS, the International Mountain Bicycling Association opened a grant for a Trail Accelerator Grant designed to provide funds for master plans or trail construction of mountain bike trails; and

WHEREAS, the City, TCMBA, and other organizations desire to develop a master plan for a modern trail system at Buddy Butts Park that can support NICA high school/middle school mountain bike racing as well as hiking and trail running while marking the presence and design of old basin model infrastructure and grading in the woods beyond the concrete model.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Jackson, Mississippi, supports the Tri-County Mountain Bike Association's application to the International Mountain Bicycling Association for a Trail Accelerator Grant to prepare a master plan for trails at Buddy Butts Park.

Agenda Item No. 28
Agenda Date June 21, 2022
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 7, 2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Resolution supporting TCMBAs application to IMBA for a Trail Accelerator Grant
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Visitors to Buddy Butts Park
4.	Benefits	Support for a IMBA Trail Accelerator Grant
5.	Schedule (beginning date)	Submittal deadline is July 31
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Buddy Butts Park (Ward 4)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	N/A.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King, Director
Date: June 7, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find a City Council resolution supporting the Tri-County Mountain Bike Association's application for a Trail Accelerator Grant from the International Mountain Bicycling Association (IMBA).

Once or twice a year, IMBA opens a grant application period for Trail Accelerator Grants to help cities or IMBA-SORBA clubs fund projects to design or build new mountain bike trails nationally. The Trail Accelerator Grant requires a 50% match up to the \$30,000 maximum award. TCMBA, the IMBA-SORBA member club for central Mississippi, is working with City staff to prepare a trail accelerator grant for a trail master plan for Buddy Butts Park. The trail master plan is designed to construct trails that can host high school/middle school mountain bike racing and ultra trail runs while pointing out features in the woods like abandoned manholes that are believed to be part of the extended basin model beyond the concrete model. The trail master plan should have flexibility to include space for more technical features on optional lines as riders of all ages improve the bike handling skills on the trails.

Should TCMBA be awarded the grant, IMBA will schedule for their Trail Solutions team to visit the park, survey the park and its features, and prepare a trail master plan that can then be used to pursue construction funding through government or private sector sources and/or be used by TCMBA to construct the trails by volunteers.

This is a resolution of support that does not require a City match or administration of the grant if TCMBA is awarded funds by IMBA. The City Engineer, who is a cyclist and cycling advocate, will be ready to assist TCMBA as needed. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.


Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY
6/15/22

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL SUPPORTING THE TRI-COUNTY MOUNTAIN BIKE ASSOCIATION'S APPLICATION FOR A TRAIL ACCELERATOR GRANT FOR THE MOUNTAIN BIKE TRAILS AT BUDDY BUTTS PARK (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 



DATE

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY

WHEREAS, the overarching purpose of the NLC'S Municipalities Reimagining Community Safety (MRCS) Initiative is to advance and support city efforts to rethink local systems of public safety and move toward more community driven violence prevention; and

WHEREAS, with support from the Wells Fargo Foundation, the NLC MRCS Initiative will provide pass through grants for each of six cities, tailored technical assistance, and evaluation support in order to help local leaders advance the creation or updating and implementation of a comprehensive safety/violence prevention plan; and

WHEREAS, Jackson, MS was one of the six cities selected to participate in this initiative to support the work of the Mayor's Public Safety Task Force in its efforts to develop a comprehensive public safety plan and to expand those efforts to encompass victim services and trauma recovery; and

WHEREAS, the City of Jackson has been awarded \$700,000 over a two-year period (\$475,000 Year 1; \$225,000 Year 2) to bring together elected leaders, city staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts to create safer communities; and

IT IS, THEREFORE, ORDERED that the City Council of the City of Jackson hereby ratifies the NLC grant application and authorizes the Mayor's execution of any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant.

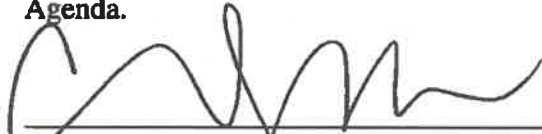
Agenda Item No. 29
Agenda Date June 21, 2022
(C.Martin, Lumumba)

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 RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

6/15/22

DATE

**ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE
GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY/RISK
MANAGEMENT DIVISION**

WHEREAS, the Office of the City Attorney/Risk Management Division 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	\$59,255.00
From:	001-407.92-6212	(\$59,255.00)
To:	001-407.00-6111	745.00
From:	001-407.00-6419	(745.00)

Agenda Item No. 30
Agenda Date June 21, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 6/15/22

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY/RISK MANAGEMENT DIVISION																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable																																														
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Office of the City Attorney and City Prosecutor																																													
8.	COST	\$60,000.00																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
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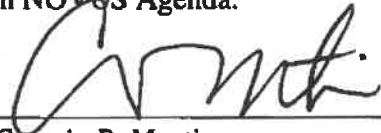
Revised 2-04

Office of the City Attorney

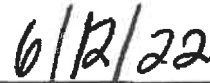
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY/RISK MANAGEMENT DIVISION**, is legally sufficient for placement in NOVUS Agenda.



Caloria P. Martin
City Attorney



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, Integrated Pest Control Maintenance Commercial will provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, with the migration of gnats, spiders and mosquitoes during the hot summer months, the Office of the City Attorney and Office of the City Prosecutor have a need for pest control services; and

WHEREAS, the Office of the City Attorney and the Office of the City Prosecutor desire to enter into an agreement with Integrated Pest Control to provide pest control services for a period of twelve months at a cost not to exceed \$4,000.00; and

WHEREAS, Integrated Pest Control Maintenance will provide pest control services to two (2) facilities, July 1, 2022 through July 1, 2023; and

FACILITY	LOCATION	ACCOUNT	AMOUNT
Office of the City Attorney	455 East Capitol Street	001-407.00-6419	\$135.00 Bi-monthly
Office of the City Prosecutor	327 East Pascagoula Street	001-407.20-6419	\$75.00 Bi-monthly

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement between the City of Jackson, Mississippi and Integrated Pest Control to provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor every other month for a period of twelve months at a cost not to exceed \$4000.00.

APPROVED FOR AGENDA:

Initials

Date

Legal

Budgeted Yes No

Acct# 001-407.00-641 and 001-407.20-6419

CAO's Office

Mayor's Office

Agenda Item No. 31
 Agenda Date June 21, 2022
 (C.Martin, Lumumba)

MEMORANDUM

Office of the City Attorney
(601) 960-1799



TO: Chokwe Lumumba, Mayor

FROM: Catoria P. Martin, City Attorney

DATE: June 15, 2022

RE: Order authorizing an agreement with Integrated Pest Control for pest control services.

Integrated Pest Control will provide standard pest control services to the Office of the City Attorney and Office of the City Prosecutor. Anticipated migration of gnats, spiders and mosquitoes during the hot upcoming months, the Office of the City Attorney is requesting the upkeep of the necessary treatment by ensuring maximum protection and minimum exposure.

The services will be provided Bi-monthly for a period of twelve months at a cost not to exceed \$4000.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 21, 2022

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.
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 Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	
7.	Action implemented by: City Department ____ Consultant_____	Office of the City Attorney and Office of the City Prosecutor
8.	COST	Office of the City Attorney \$135.00 Bi-monthly Office of the City Prosecutor \$75.00 Bi-monthly
9.	Source of Funding General fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	001-407.00-6419 and 001-407.20-6419
10.	E. B.O. 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 _____

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

6/16/22

DATE

Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957
North: 601-991-9522 • South: 601-372-1812

Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Jackson City Attorney's Office Date 6-6-22

Billing Address: 455 E. Capitol St.

City: Jackson State: MS Zip Code 39201 Phone _____

I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ City Attorney's Office (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 455 E. Capitol St.
Jackson, MS. 39201

II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

III. SERVICE SCHEDULE

- A IPCM service representative shall service the Customer (service frequency) Bi-Monthly
 Other: _____
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

IV. SPECIAL INSTRUCTIONS

- A The cost of the services described herein shall be \$ 135.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B

PAYMENT SUMMARY

1 INITIAL PAYMENT

a. Initial / Start-up Service	\$ <u>135.00</u>
b. One-Time Charges	\$ <u>0</u>
c. Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (1a + 1b + 1c)	\$ <u>135.00</u>

2. Quarterly TREATMENT SERVICE CHARGES

a. Bi-Monthly Treatment Service Charges	\$ <u>135.00</u>
b. Sales Tax (if applicable)	\$ <u>0</u>

V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect

VII. **AMOUNT REMITTED:** \$ _____ Cash Check Credit Card P.O. Number _____

Kenneth Breland

Inspector Name (PRINT)

R11000
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957
North: 601-991-9522 • South: 601-372-1812

Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND
SIGNATURE OF A REPRESENTATIVE OF IPCM
WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Jackson City Prosecutors Office Date: 6-6-22

Billing Address: 327 E. Pascagoula St.

City: Jackson State: MS Zip Code 39201 Phone: _____

I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ City Prosecutors Office (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 327 E. Pascagoula St.
Jackson, MS, 39201

II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency) Bi-Monthly
 Other: _____
All areas requiring attention shall be treated as deemed necessary by IPCM.
- H IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 75.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

ii

PAYMENT SUMMARY	
1 INITIAL PAYMENT	
a. Initial / Start-up Service	\$ <u>75.00</u>
b. One-Time Charges	\$ <u>0</u>
c. Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (1a + 1b + 1c)	\$ <u>75.00</u>
2. Quarterly TREATMENT SERVICE CHARGES	
a. Bi-Monthly Treatment Service Charges	\$ <u>75.00</u>
b. Sales Tax (if applicable)	\$ <u>0</u>

V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect

VII. AMOUNT REMITTED: \$ _____ Cash Check Credit Card P.O. Number _____

Kenneth Bristol

Inspector Name (PRINT)

R11690
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TIM HOWARD TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI. (MARTIN, LUMUMBA)

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), when a person is charged with an offense in municipal court punishable by confinement, the municipal judge, being satisfied that such person is an indigent person and is unable to employ counsel, may, in the discretion of the court, appoint counsel and compensation for appointed counsel in criminal cases shall be approved and allowed by the municipal judge and shall be paid by the municipality; and

WHEREAS, the City Council previously authorized a contract between the City of Jackson and Metro Public Defender Office to provide professional legal services to indigent criminal defendants as required by law; and

WHEREAS, the Office of the City Attorney in consultation with the Office of the City Prosecutor and municipal court judges, determined there is a need for additional attorneys to ensure representation of indigent defendants in cases arising within Municipal Court, in Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), the maximum compensation provided for representation shall not exceed Two Hundred Dollars (\$200.00) for any one (1) case and the governing authorities of a municipality may, in their discretion, appoint a public defender(s) who must be a licensed attorney and who shall receive a salary to be fixed by the governing authorities; and

WHEREAS, the Office of the City Attorney recommends the City of Jackson execute a contract with Tim Howard for six (6) months with an option to renew said contract for additional terms in an amount not to exceed \$5,000.00 per month to represent indigent defendants in cases arising within the Municipal Court, Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Tim Howard to provide professional legal services for certain indigent defendants charged with misdemeanor offenses in Jackson Municipal Court in the contract amount of \$5,000.00 per month or less.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any other documents that are necessary to effectuate the intent of this order.

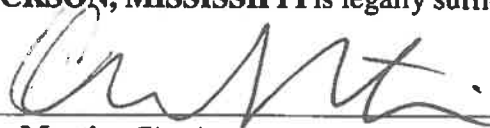
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Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TIM HOWARD TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

6/17/22

DATE

**RESOLUTION OF THE CITY COUNCIL OF JACKSON,
MISSISSIPPI SUPPORTING THE FIRST ANNUAL PROTECT
YOUR PEACE YOGA, ART, AND MUSIC FESTIVAL (BANKS)**

WHEREAS, the Jackson City Council recognizes that successful events are vital to the City of Jackson, promoting growth and enrichment while stimulating the local economy; and

WHEREAS, the Jackson City Council supports and finds it beneficial to promote high quality cultural events in the City of Jackson; and

WHEREAS, Local business owner and festival organizer, Maya Morris, pins the “PYP Fest” as a groundbreaking event combining mental health and wellness with fun attractions and live entertainment; and

WHEREAS, the “PYP Fest” is forecasted to have a significant impact on summer hotel occupancy, restaurant utilization, and the economic well-being of other businesses in the City of Jackson; and

WHEREAS, the “PYP Fest” is a two-day event scheduled for October 1-2 at Hank Aaron Stadium featuring celebrity yoga instructors, local and celebrity panelists, local and national vendors, and local and international music guests; and

WHEREAS, the governing authorities of the City of Jackson believe that an event of this caliber will model a hands-on approach to establishing community health and wellness, economic stimulation, and partnerships between local governmental entities, businesses, and artists.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson, Mississippi formally supports the mission and common goal of the First Annual Protect Your Peace Festival to inspire, impact, and improve the quality of life in Jackson through health, wellness, and economic impact.

IT IS FURTHER RESOLVED, that Councilman Aaron B. Banks, along with his Council Colleagues, does hereby recognize and support the First Annual Protect Your Peace Festival.

DONE this 21st day of June 2022

Agenda Item # **33**
Agenda Date: June 21, 2022
By: Banks

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, April 26, 2022 and May 24, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

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

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

Agenda Item No. 34
Agenda Date June 21, 2022
(Jackson City Council)

