



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
January 3, 2023  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. PASTOR CHARLIE CLARK OF WEE CARE CHURCH

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING VALLEY STREET FROM JOHN R. LYNCH STREET TO UTICA AVENUE TO ROBERT SHULER SMITH DRIVE. (STOKES)
3. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING J.R. LYNCH STREET (FROM DALTON STREET TO ROSE STREET) TO DR. ROBERT "BOB" MOSES DRIVE. (STOKES)

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

4. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
5. APPROVAL OF THE DECEMBER 6, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
6. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 25, 2022 FOR THE FOLLOWING CASES:

22-1343

22-484

22-409

22-554

22-660

22-1497	22-1507	22-1533	22-1951	22-1929
22-793	22-1878	22-1874	22-1875	22-1942
22-1948	22-1963	21-1353	21-1357	21-1362
21-1555	22-1775	22-426	21-1366	21-1567
21-1568	22-1770	22-213	21-750	21-771
22-926	21-1537	21-1841	22-196	22-347
21-1192	21-1737			

7. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 8, 2022 FOR THE FOLLOWING CASES:**

20-326	21-770	22-1921	22-1920	22-1891	22-
1892	22-1939	22-393			

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

20-354	20-366	22-1402	22-1254	22-1980
22-104	21-723	21-615	22-146	22-229
22-882	22-590	22-1525	21-573	22-1433
22-796	21-1889	22-703		

**INTRODUCTION OF ORDINANCES**

**ADOPTION OF ORDINANCE**

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING VALLEY STREET FROM JOHN R. LYNCH STREET TO UTICA AVENUE TO ROBERT SHULER SMITH DRIVE. (STOKES)**
10. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING J.R. LYNCH STREET (FROM DALTON STREET TO ROSE STREET) TO DR. ROBERT "BOB" MOSES DRIVE. (STOKES)**

**REGULAR AGENDA**

11. **CLAIMS (MALEMBEKA, LUMUMBA)**
12. **PAYROLL (MALEMBEKA, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR A COMPETITIVE ASSISTANCE TO FIREFIGHTERS GRANT FOR THE 2023 FISCAL YEAR AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT A GRANT, IF AWARDED. (OWENS, LUMUMBA)**
14. **ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY**

SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME. (ALL WARDS) (KIDD, LUMUMBA)

15. ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. (ALL WARDS) (KIDD, LUMUMBA)
16. ORDER AUTHORIZING THE REVISION OF THE 2022-2023 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FUNDS FROM THE OTHER PROFESSIONAL SERVICES CATEGORY TO THE HEAVY EQUIPMENT CATEGORY AND THE TRUCK AND AUTO CATEGORY IN THE AMOUNT OF \$134,244.00 FOR THE PURCHASE OF TWO (2) SERVICE TRUCKS AND ONE (1) ROLLER MOWER. (WARDS 1-7) (HARRIS, LUMUMBA)
17. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH FOR A PERIOD OF ONE (1) YEAR COMMENCING FROM THE DATE OF EXECUTION BY THE MAYOR. (WARD 5) (HARRIS, LUMUMBA)
18. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS) (DOTSON, LUMUMBA)
19. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC., TO REIMBURSE IT FOR DEVELOPMENT AND PROMOTION OF A LITTER PREVENTION PROGRAM AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2022. (WRIGHT, LUMUMBA)
20. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON GREYMONT STREET AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION. (WRIGHT, LUMUMBA)

#### DISCUSSION

21. DISCUSSION: PENDING LITIGATION (FOOTE)

#### PRESENTATION

#### PROCLAMATION

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING VALLEY STREET  
FROM JOHN R. LYNCH STREET TO UTICA STREET TO  
ROBERT SHULER SMITH DRIVE

WHEREAS, Attorney Robert Shuler Smith, a pillar of the community, elected official, family man, and respected business leader in Jackson, Mississippi, made his earthly transition recently; and

WHEREAS, Attorney Robert Shuler Smith, reared by loving parents, Mr. Royce M. Smith and Mrs. Lou Alice Smith, was reared under the guidance of Christian leaders and ministers. He was a graduate of Forest Hill High School and Tougaloo College. He received his Juris Doctorate Degree at St. Louis University School of Law in St. Louis, Missouri. He began his law practice at the former Smith's Supermarket owned by his grandfather, the Reverend R.L.T. Smith. He received many accolades and served the community in many capacities. He worked as a Prosecutor for the City of Jackson, and a Public Defender for Hinds County. He was elected Hinds County District Attorney in 2008, and served for twelve years. He is mourned by a close knit family, friends, co-workers and by all who knew him; and

WHEREAS, Attorney Robert Shuler Smith and his legal, business, and humanitarian efforts in the City of Jackson, Hinds County, and the State of Mississippi deserve recognition by the honorary renaming of Valley Street in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Valley Street from John R. Lynch Street to Utica Street in honor of Attorney Robert Shuler Smith.

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

Public Hearing  
Agenda Item No. 2  
January 3, 2023  
(Stokes)



# Public Hearing # 2

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING VALLEY STREET  
FROM JOHN R. LYNCH STREET TO UTICA STREET TO  
ROBERT SHULER SMITH DRIVE

WHEREAS, Attorney Robert Shuler Smith, a pillar of the community, elected official, family man, and respected business leader in Jackson, Mississippi, made his earthly transition recently; and

WHEREAS, Attorney Robert Shuler Smith, reared by loving parents, Mr. Royce M. Smith and Mrs. Lou Alice Smith, was reared under the guidance of Christian leaders and ministers. He was a graduate of Forest Hill High School and Tougaloo College. He received his Juris Doctorate Degree at St. Louis University School of Law in St. Louis, Missouri. He began his law practice at the former Smith's Supermarket owned by his grandfather, the Reverend R.L.T. Smith. He received many accolades and served the community in many capacities. He worked as a Prosecutor for the City of Jackson, and a Public Defender for Hinds County. He was elected Hinds County District Attorney in 2008, and served for twelve years. He is mourned by a close knit family, friends, co-workers and by all who knew him; and

WHEREAS, Attorney Robert Shuler Smith and his legal, business, and humanitarian efforts in the City of Jackson, Hinds County, and the State of Mississippi deserve recognition by the honorary renaming of Valley Street in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Valley Street from John R. Lynch Street to Utica Street in honor of Attorney Robert Shuler Smith.

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

Public Hearing  
Agenda Item No. 2  
January 3, 2023  
(Stokes)



# Public Hearing # 3



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING J.R. LYNCH STREET (FROM DALTON STREET  
TO ROSE STREET) TO DR. ROBERT "BOB" MOSES DRIVE**

WHEREAS, Dr. Robert "Bob" Moses, an internationally recognized civil rights activist, former Field Director of the Student Nonviolent Coordinating Committee and a central organizer of the 1964 Freedom Summer Project to bring students from across the United States to the south to register Black and disenfranchised voters; and, a recipient of a McArthur "genius" grant in 1982 in which he started The Algebra Project to promote math literacy in underserved communities, teaching at Lanier High School in Jackson; and

WHEREAS, Dr. Robert "Bob" Moses was recently honored with the unveiling of a mural on the COFO building on J.R. Lynch Street; and

WHEREAS, Dr. Robert "Bob" Moses' life was full and fruitful; and, he departed this life on July 25, 2021, at the age of 86. His life's work lives on and his contributions shall never be forgotten.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames J.R. Lynch Street (from Dalton Street to Rose Street) to Dr. Robert "Bob" Moses Drive.

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

Public Hearing  
Agenda Item No. 3  
January 3, 2023  
(Stokes)



# Consent Agenda

## Items #4-8



#6





**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 6, 2022 10:00 A.M.**

**404**

---

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on December 6, 2022, being the first Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

\*\*\*\*\*

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

\*\*\*\*\*

The invocation was offered by **Pastor Jimmy Edwards of Rosemont M.B. Church**.

\*\*\*\*\*

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

\*\*\*\*\*

**President Foote** who recognized **Council Member Hartley** who requested that the Clerk to read the Ward 5 Top Priorities for FY 2023 (Consolidated List):

1. Water and Public Health Issues (Public Works)
2. Deteriorating Neighborhoods (Planning Dept./Solid Waste Division)
3. Infrastructure Maintenance (Public Works)
4. Crime, Disorderly Conduct and Homelessness

\*\*\*\*\*

The following individual provided public comments during the meeting:

- **Lateef Skinner** who expressed concerns regarding the need to create youth soccer programs through PAL Programs.

\*\*\*\*\*

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

**Consent Item  
Agenda Item No. 5  
(S.Jordan, Foote)**

---

---

**APPROVAL OF THE NOVEMBER 17, 2022 SPECIAL COUNCIL MEETING MINUTES.**

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

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

\* \* \* \* \*

**APPROVAL OF THE NOVEMBER 22, 2022 SPECIAL COUNCIL MEETING MINUTES.**

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

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

\* \* \* \* \*

**President Foote** requested Agenda Item No. 28 be move forward on the agenda. Hearing no objections, the Clerk read the following.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS.**

**WHEREAS**, on September 22, 2021, the City of Jackson received a Notice of Claim pursuant to Miss. Code Ann. § 11-46-11 asserting a claim for damages arising from allegations of lead poisoning; and

**WHEREAS**, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in the following lawsuits: J.W. v. The City of Jackson, Mississippi et al, Civil Action No. 3:21-cv-0066 and P.R. v. The City of Jackson, Mississippi et al, Civil Action No. 3:21-cv-00667; and

**WHEREAS**, Jones Walker LLP, specifically Clarence Webster III, and Kaytie M. Pickett, The Cochran Firm-Jackson, specifically Terris C. Harris, and Hawkins Law, PLLC, specifically John F. Hawkins, all have the expertise and training to protect the best interest of the City of Jackson in these lawsuits and any other matters concerning lead poisoning allegations; and

**WHEREAS**, it would be in the best interests of the City to enter into legal services agreements with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to perform all duties associated with representation of the City in these matters, for a term of December 21, 2021 to December 20, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to represent the City in the above referenced lawsuits.

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

-----

**President Foote** recognized **Catoria Martin, City Attorney**, who provided a brief overview of said item.

-----

After a thorough discussion, **President Foote** called for a vote on said item:

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

\*\*\*\*\*

**ORDER APPROVING CLAIMS NUMBER 28155 to 28207 APPEARING AT PAGES 120 TO 146 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$9,738,664.76 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28155 to 28207 appearing at pages 120 to 146, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$9,738,664.76 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,728,158.01
TECHNOLOGY FUND	15,256.00
PARKS & RECR. FUND	121,522.85
LANDFILL SANITATION FUND	1,760,807.41
FIRE PROTECTION	11,274.59
STATE TORT CLAIMS FUND	488.00
WATER/SEWER REVENUE FUND	10,371.05
WATER/SEWER OP & MAINT FUND	611,794.57
WATER/SEWER CAPITAL IMPR FUND	2,703,680.06
EMPLOYEES GROUP INSURANCE FUND	60,598.08
KELLOGG FOUNDATION PROJECT	23,918.34
NARCOTICS EVIDENCE ESCROW	206.40
HOUSING COMM DEV ACT (CDBG) FD	42,920.17
H O P W A GRANT – DEPT. OF HUD	522.05
INFRASTRUCTURE BOND 2020 \$32M	371,239.49
1% INFRASTRUCTURE TAX	132,304.08
TRANSPORTATION FUND	1,273,160.63
RESURFACING – REPAIR & REPL. FD	19,542.84
2018 TIF BOND \$4.8M - EASTOVER	66,565.40
P E G ACCESS – PROGRAMMING FUND	2,647.13
SIEMENS SETTLEMENT ACCOUNT	504,621.01
ZOOLOGICAL PARK	12,815.94
AMERICAN RESCUE PLAN ACT 2021	45,000.00
LIBRARY FUND	162,250.66
DFA-SB2971-PETE BROWN GOLF	57,000.00
<b>TOTAL</b>	<b><u>\$9,738,664.76</u></b>

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

-----

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

-----

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

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

\* \* \* \* \*

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28155 TO 28207 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 28155 to 28207 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$96,321.88 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,292,623.34
PARKS & RECR FUND		97,548.00
LANDFILL FUND		16,437.68
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		259,816.15
PAYROLL	96,321.88	
HOUSING COMM DEV		11,905.57
TITLE III AGING PROGRAMS		5,827.65
TRANSPORTATION FUND		18,264.22
PEG ACCESS-PROGRAMMING FUND		4,965.83
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		29,209.66
AMERICAN RESCUE PLAN ACT 2021		15,565.06
<b>TOTAL</b>		<b>\$2,762,874.16</b>

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

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

\* \* \* \* \*

**ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) TO THE CITY OF JACKSON.**

**WHEREAS**, a municipality may accept funds donated to the municipality for a specific purpose, provided that such funds are placed in the municipal treasury and are only used for a proper municipal purpose; and

**WHEREAS**, the governing authorities may only accept donations of funds for purposes which are a function of city government and are authorized by statute; and

**WHEREAS**, on November 4, 2022, the Department of Administration received a letter from Merrill Lynch indicating that its client, Dr. Wallace B. Bigbee, has requested that a distribution in the amount of \$200.00 be made payable from his individual retirement account to the City of Jackson; and

**WHEREAS**, the Department of Administration recommends that the donated funds be used to assist with daily operations; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, its property, and finances are vested with municipal governing authorities; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code states that the governing authorities of a municipality may adopt orders, resolutions, or ordinances governing its municipal affairs, property, and finances, which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or other statute or law of the State of Mississippi.

**IT IS, THEREFORE, ORDERED** that the governing authorities are authorized to accept a donation from Dr. Wallace B. Bigbee in the amount of Two Hundred Dollars (\$200.00), and said funds should be placed in the municipal treasury to assist with daily operations of the City of Jackson.

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

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

\*\*\*\*\*

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CECIL WILLIAMS TO THE JACKSON HOUSING AUTHORITY BOARD.**

**WHEREAS**, the Jackson Housing Authority Board consists of five (5) members, five (5) appointed by the Mayor for a term of five (5) years; and

**WHEREAS**, Cecil William’s term expired December 5, 2022; and

**WHEREAS**, Cecil Williams, resident of Ward 6, after evaluation of his qualifications, has been reappointed by the Mayor.

**IT IS, THEREFORE, ORDERED** that the Mayor's reappointment of Cecil Williams to the Jackson Housing Authority Board be confirmed with said term to expire December 5, 2027.

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

-----

**President Foote** recognized **Louis Wright, CAO**, who provided a brief overview of said item.

-----

**President Foote** recognized **Cecil Williams**, who gave his personal statement and answered questions posed to him by Council Members.

-----

After a thorough discussion, **President Foote**, called for a vote on said item:

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

\*\*\*\*\*

**ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.**

---

**WHEREAS**, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

**WHEREAS**, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

**WHEREAS**, dependents of municipal employees and retirees do pay a premium for coverage; and

**WHEREAS**, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

**WHEREAS**, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

**WHEREAS**, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

**WHEREAS**, the Department of Personnel Management initially received quotes from two carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2023 Plan Year; and

**WHEREAS**, Fisher Brown Bottrell, on behalf of Berkshire Hathaway, submitted a proposal to renew with two (2) options based on single enrollment of 966 and family enrollment of 564 as follows:

**Option 1:** Contract Basis 12/15  
Individual Specific Deductible \$ 350,000  
Specific Maximum Per Contract Period Unlimited  
Single Premium \$25.40  
Family Premium \$63.50  
Annual Premium \$724,205

**Option 2:** Contract Basis 12/15  
Individual Specific Deductible \$350,000  
Specific Maximum per Contract Period Unlimited  
Single Premium \$24.39  
Family Premium \$80.05  
Annual Premium \$824,507

**WHEREAS**, Fisher Brown Bottrell, on behalf of Berkley, submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15  
Individual Specific Deductible \$ 350,000  
Specific Maximum Per Contract Period Unlimited  
Single Premium \$24.39  
Family Premium \$80.05  
Annual Premium \$824,507

**WHEREAS**, Fisher Brown Bottrell, on behalf of UnityRe, submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15  
Individual Specific Deductible \$ 350,000  
Specific Maximum Per Contract Period Unlimited  
Single Premium \$31.31

Family Premium \$71.98  
Annual Premium \$850,106

**WHEREAS**, Fisher Brown Bottrell, on behalf of Nationwide (AccuRisk) submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15  
Individual Specific Deductible \$ 350,000  
Specific Maximum Per Contract Period Unlimited  
Single Premium \$31.11  
Family Premium \$79.36  
Annual Premium \$897,736

**WHEREAS**, the proposals were received through a Request for Quotes; and

**WHEREAS**, Fisher Brown Bottrell Insurance, Inc. is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Berkshire Hathaway; and

**WHEREAS**, the Department of Human Resources recommends that Option 1 of the renewal proposal submitted on behalf of Berkshire Hathaway be accepted by the City of Jackson; and

**WHEREAS**, the best interest of the City of Jackson would be served by acceptance of Option 1 of the renewal proposals submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway.

**IT IS, THEREFORE, ORDERED** that Option 1 of the proposal submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway with the proposal of Fisher Brown Bottrell Insurance, "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan for the period January 1, 2023- December 31, 2023 be accepted.

**IT IS FURTHER ORDERED** that amounts not exceeding \$25.40 for single coverage participants and \$63.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2023 plan year shall not exceed \$724,205.00.

**IT IS FINALLY ORDERED** that the Mayor be authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

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

-----

**President Foote** recognized **Roderrick Oliver, Benefits Administrator**, who provided a brief overview of said item.

-----

Thereafter, **President Foote**, called for a vote of said item:

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

\*\*\*\*\*

**ORDER RATIFYING A CONTRACT WITH KOLOGIK, LLC FOR THE KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE.**

**WHEREAS**, Tyler Technologies provides New World Public Safety Software to the Jackson Police Department for the use of Computer Aided Dispatch, Records Management, Mobile Field Reporting; and

**WHEREAS**, due to the severity of the failures with New World Public Safety software, the Jackson Police Department must procure a new public safety software provider to replace the current provider before the current provider discontinues support and maintenance services. This will severely affect the software's functionality, which will affect public safety operations within the City of Jackson; and

**WHEREAS**, due to the immediate threat to the public safety of the citizens and visitors of the City of Jackson, Mississippi, and the sustainability and functionality of the Jackson Police Department, the Mayor invoked the emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract was executed with Kologik SaaS Solution. for an amount not to exceed \$783,000.00, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Kologik, LLC for the Kologik SaaS Solution for an amount not to exceed \$783,000.00, for its Computer Aided Dispatch, Records Management System, and Jail Management System Public Safety Software Suite is ratified.

Jackson PD\_001

**KOLOGIK LLC  
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 810, Baton Rouge, LA 70801 ("Kologik"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: City of Jackson, Mississippi Jackson Police Department ("Customer")  
Address: 327 E. Pascagoula Street  
Jackson, MS 39205

**RECITALS**

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

**AGREEMENT**

**I. Grant of License.**

**1.1 License Grant.** During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers and Civilian Workers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.



Jackson PD\_001

**1.2. Restrictions on Use.** Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

**2. Initial Set Up and Configuration Services.** Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

**3. Professional Services and Statements of Work.** If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

**4. Customer Support.** During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

**5. Service Level Agreement.** Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

**6. Fees and Payment Terms.**

**6.1. Payment Terms.** Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (Initials *CPM*) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days but no later than forty-five (45) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

**6.2. Expenses.** Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A if these expenses were incurred at the request of the Customer. Any travel expenses beyond the normal scope in Schedule A shall be preapproved by the Customer and are subject to approval by the governing authorities of the City of Jackson. Kologik will be responsible for any expenses incurred without the approval of the Customer. Such expenses are not included in any estimate in a SOW unless expressly itemized.

**6.3. Cancellation or Rescheduling of Meetings or Travel by Customer.** If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

**6.4. Interest.** Kologik may charge a service fee on late payments of the lesser of 1.5% per month or a portion thereof on the unpaid balance as set forth in Section 31-7-305 of the Mississippi Code Annotated of 1972, as amended.

Jackson PD\_001

**6.5. Taxes.** Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

**6.6. Alternate Payment Methods.** Payments may be made by electronic means upon request to [AR@kologik.com](mailto:AR@kologik.com). Credit card processing or wire transfer fees will be the responsibility of the customer.

**6.7. Approval by the Jackson City Council.** It is understood that this Agreement requires approval by the governing authorities of the City of Jackson and if this Agreement is not approved by the governing authorities, this Agreement is void and no payment shall be made hereunder.

**6.8. Availability of Funds.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the governing authorities to provide funds or of the governing authorities to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to Kologik to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**7. Ownership.**

**7.1. Solution.** Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

**7.2. Documentation and Training Materials.** All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

Jackson PD\_001

**7.3 Customer Data.**

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data, information, files, and other material and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for a breach of the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party of the Customer unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

**8. Limited Warranty; Customer Obligations.**

**8.1. Software/Solution Warranties.**

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(b).

(b) Customer's remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

Jackson PD\_001

**8.2 Services Warranties.**

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's obligation under this service warranty shall be to re-perform the services at no cost to Customer. If Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

**8.3 Customer's Actions.** In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

**9. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.

**10. Indemnification**

**10.1 General Indemnification.** Each parties liability is determined and controlled in accordance with Mississippi law. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the parties under Mississippi law.

**10.2 Infringement.** Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

Jackson PD\_001

11. **Term and Termination.**

11.1 **Term.** The term of this Agreement shall commence at the conclusion of the forty-five (45) day test period, and continue in full force and effect for the one (1) year after the date of the last signature. Unless otherwise terminated in accordance with Section 11.2 below, this Agreement will automatically terminate upon the expiration of the Initial Term set forth in Schedule A. (Initials: CAL CRM)

11.2 **Termination.** This Agreement may be terminated as follows:

11.2.1 **Termination for Convenience.** If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials: CAL CRM) prior to the end of the Initial Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term. CRM

11.2.2 **Termination for Cause.**

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 **Effect of Termination.** Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 **Data Release.** Prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Kologik shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 **Survival.** The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 **Binding Agreement.** This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

Jackson PD\_001

12.2 **Confidentiality.** During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information.

Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement may cause irreparable injury to the other, and that the other Party may be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party; (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party; (c) any affiliate of the assigning party; or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 **No Waiver.** If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 **Electronic Media.** A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 **Right to Subcontract.** Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 **Entire Agreement.** This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 **Force Majeure.** Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

Jackson PD\_001

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery; or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik: Kologik LLC  
301 Main Street, Suite 810  
Baton Rouge, LA 70801  
Attn: Paul San Soucie  
Email: orders@kologik.com

To Customer: City of Jackson  
Address: 327 East Pascagoula Street  
City, State, Zip: Jackson, MS 39205  
Main Contact Email: vgrizzell@city.jackson.ms.us

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

Jackson PD\_001

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Mississippi, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place exclusively in the appropriate state or federal court in the State of Mississippi.

12.18 Paragraph Headings. The paragraph titles used herein are for the convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.


12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Terms subject to the approval by the Customer. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.



12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

-CUSTOMER

BY:   
NAME: Robert P. Wolf  
TITLE: CEO / President  
DATE: 11/10/2022

BY:    
NAME: Chokwe A. Lumumba  
TITLE: Mayor  
DATE: 11/14/22

Jackson PD\_001

**Additional Contact Information**

Primary Contact Name: Vincent Grizzell  
 Primary Contact Job Title: Deputy Chief  
 Primary Email: vgrizzell@jacksonms.gov  
 Primary Contact Phone: +16019601026

Department Head Name:  
 Department Head Job Title:  
 Department Head Email:

Billing Contact Name:  
 Billing Contact Email:  
 Billing Contact Phone:

Kologik Contracts Rep. Name: Matt Chism  
 Kologik Contracts Rep. Phone: (225) 372-0674  
 Kologik Contracts Rep. Email: mchism@kologik.com

Jackson PD\_001

**SCHEDULE A  
PRODUCTS & PRICING SCHEDULE  
Jan 15, 2022**

Customer Name and Address: City of Jackson, Mississippi Jackson Police Department  
 327 E. Pascagoula Street  
 Jackson,MS39205  
 Attn: Vincent Grizzell

**Initial Term:** Commencing on the term date as defined in 11.1 of the Agreement and continuing for one (1) year thereafter.

**Product/Services Selected:** Kologik SaaS Solution

**Proposal Number:** Jackson PD\_001

**ORI Number:**

**# Sworn Officers:** 300

**Data Migration/Integration From:** N/A

**Agency Physical Address:**

QTY	Item Description	Unit Price	Total Price
<b>Initial Fees (One-time)</b>			
1	CAD ANI/ALI Initial (One-time)	\$7,000.00	\$7,000.00
1	Complete Set up of full system, training, support and PM	\$150,000.00	\$150,000.00
			<b>\$157,000.00</b>
<b>Migration Fees (One-time)</b>			
1	CAD Data Migration (One-time) Per vendor, per system	\$10,000.00	\$10,000.00
1	RMS Data Migration (One-time) Per vendor, per system	\$10,000.00	\$10,000.00
1	JMS Data Migration (One-time) Per vendor, per system	\$10,000.00	\$10,000.00
			<b>\$30,000.00</b>
QTY	Item Description	Unit Price	Total Price
<b>Kologik SaaS Solution Fees (Recurring)</b>			
300	Infoceptor Additional License (Recurring)	\$600.00	\$180,000.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$3,000.00
30	CAD Additional license (Recurring) Per license	\$1,100.00	\$33,000.00
1	RMS Basic System (Recurring) Now includes up to 5 licenses	\$7,500.00	\$7,500.00

Jackson PD\_001

295	RMS Licenses (Recurring)	\$1,100.00	\$324,500.00
1	JMS Basic System (Recurring)	\$7,500.00	\$7,500.00
30	JMS Additional license (Recurring)	\$1,100.00	\$33,000.00
			<b>\$596,000.00</b>

Item Description	Total Price
<b>TOTAL FEES: One (1) Year Cost of Kologik SaaS Solution</b>	
Set-Up & Training Fees One-time	\$187,000.00
SaaS Fees Recurring (Year 1)	\$596,000.00
<b>YEAR 1 FEES:</b>	<b>\$783,000.00</b>
<b>Year 2 Fees - Optional</b>	\$596,000.00
<b>Year 3 Fees -Optional</b>	\$596,000.00

<b>INVOICING AND PAYMENT TERMS</b>	
<p><b>Invoicing.</b> Unless otherwise agreed by the parties, Kologik will invoice Customer \$157,000 at or near time of signing. The remaining \$626,000 for year 1 will be billed after the 45 day test period as follows: \$30,000 one-time migration fees will be invoiced at the completion of the 45 day trial. Remaining \$596,000 will be billed monthly at the rate of \$49,666.67 also starting at the completion of the 45 day trial. Customer has the right to cancel within the first 45 days for the cancellation fee of \$157,000. Additional fees will be invoiced upon completion of each.</p> <p><b>Payment Terms.</b> Payments are due no later than thirty (30) days following the date of Kologik invoice.</p> <p><b>Additional Fees.</b> Credit card payments are subject to a processing fee. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.</p>	

Jackson PD\_001

**SCHEDULE B**

**Kologik SAAS SOLUTION  
Service Levels and Standard Customer Support Policy**

Two (2) ways to contact Support:  
 Phone: 855-339-9417 or 469-680-1400  
 Email: support@kologik.com

**Uptime Availability**

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours"). Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

**Service Level Definitions**

**LEVEL 1 – Support provides the following services:**

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

**LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:**

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

**LEVEL 3 – Support services provide code level changes to the application**

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

**Severities**

Jackson PD\_001

<b>Severity 1</b> High Priority Critical	<b>Definition:</b> System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

<b>Severity 2</b> Medium Priority	<b>Definition:</b> Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

<b>Severity 3</b> Low Priority	<b>Definition:</b> Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

<b>Severity 4</b> Low Priority	<b>Definition:</b> Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Jackson PD\_001

**Remedy**

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

*[Signature]*  
Ivett Martin  
City Attorney

Date

*[Signature]*  
Fidelis Malembuka  
Chief Financial Officer

Date

*[Signature]*  
Louis Wright  
Chief Administrative Officer

Date 10/26/22

**III. DECLARATION OF EMERGENCY**

I hereby determine that the immediate threat to the sustainability and functionality of the Jackson Police Department and the delay incident in obtaining competitive bids to obtain public safety software could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain public safety software, hardware, and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective \_\_\_\_\_, 2022.

*[Signature]*  
CHOKWE A. ILMUMBA  
Mayor

Date 10/26/22

Vice President Lee moved adoption; Council Member Grizzell seconded.

---

**President Foote** recognized **Vincent Grizzell, Deputy Chief of Jackson Police Department,** and **Catoria Martin, City Attorney,** who provided a brief overview of said item.

-----

Thereafter, **President Foote,** called for a vote of said item:

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

\* \* \* \* \*

**ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022.**

**WHEREAS,** the City of Jackson routinely receives and recovers lost, stolen, abandoned or misplaced motor vehicles which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as Amended; and

**WHEREAS,** it is required under said statute to sell lost, stolen, abandoned, or misplaced motor vehicles and equipment at a public auction; and

**WHEREAS,** when governing authorities approve the continuation of 2022 auctions a list of the motor vehicles and equipment available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended.

**IT IS HEREBY ORDERED** that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on December 10, 2022 pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

**IT IS FURTHER ORDERED** that the Jackson Police Department designee be authorized to sign such documents as necessary to declare those vehicles and equipment which are sold at said auction to be abandoned.

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

-----

**President Foote** recognized **George Jimerson, Commander of Jackson Police Department,** and **Vincent Grizzell, Deputy Chief, JPD,** who provided a brief overview of said item.

-----

Thereafter, **President Foote,** called for a vote of said item:

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

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIKE-A-SHOT ENTERTAINMENT TO FILM AT THE MISSISSIPPI RIVER BASIN MODEL LOCATED IN THE BUDDY BUTTS PARK ON DECEMBER 14 AND DECEMBER 15 FOR A PROGRAM NAMED “HIDDEN AMERICAN”.**

**WHEREAS,** Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

**WHEREAS,** Like-A-Shot Entertainment, a company in England and Wales at the address 1-3 St. Peter’s Street, London, N1 8JD contacted the City and requested permission to film at the Mississippi River Basin Model; and

**WHEREAS,** the Mississippi River Basin Model is public property located in Buddy Butts Park subject to the care, management, and control of the City of Jackson; and



---

---

**WHEREAS**, Like-A-Shot Entertainment intends to interview associates of the Friends of the Mississippi River Basin Model for a program called “Hidden American” that will premiere in the United Kingdom; and

**WHEREAS**, the filming will occur on Wednesday, December 14, 2022 and Thursday, December 15, 2022 between the hours of 7:00 a.m. and 5:00 p.m. each day; and

**WHEREAS**, the film crew will consist of two persons; and

**WHEREAS**, Like-A-Shot Entertainment has provided the City with proof of public liability insurance and products liability insurance with limits of 10,000,00.00 million pounds for the policy period October 3, 2022 through June 2023; and

**WHEREAS**, Like-A-Shot Entertainment shall pay nominal consideration of \$1.00 per day for filming at the Mississippi River Basin Model; and

**WHEREAS**, Like-A-Shot Entertainment will indemnify the City from and against all claims, demands, actions and proceedings, cost, damages, losses or expenses including legal cost and/ or expenses for any injuries and damages; and

**WHEREAS**, the City’s agreement with Like-A-Shot Entertainment shall not be construed as forming a partnership or joint venture; and

**WHEREAS**, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

**WHEREAS**, the City’s agreement with Like-A-Shot Entertainment shall be governed and interpreted by the laws of the State of Mississippi.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Like-A-Shot Entertainment and all documents necessary to effect the terms of the Agreement, for the filming of a program named “Hidden America” at the Mississippi River Basin Model located in the city-owned Buddy Butts Park for two (2) days on December 14<sup>th</sup> and 15<sup>th</sup>, 2022.

**IT IS, FURTHER ORDERED** that a copy of the Agreement upon execution shall be filed with the City Clerk.

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

-----

**President Foote** recognized **Carrie Johnson, Deputy City Attorney**, who provided a brief overview of said item.

-----

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX NEAR 105 EAST PASCAGOULA STREET ON DECEMBER 31, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00).**

**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**, the City of Jackson would like to provide, fireworks display to celebrate New Year's Eve; and

**WHEREAS**, the fireworks display will take place Saturday, December 31, 2022 next to the Jackson Convention Complex located near 105 Pascagoula Street; and

**WHEREAS**, Artisan Pyrotechnics, Inc. has agreed to provide a safe, firework display on the above referenced date for a cost not to exceed Nine Thousand Dollars (\$9,000.00); and

**WHEREAS**, in furtherance of the show, Artisan Pyrotechnics, Inc., will provide the City with proof of General Liability Insurance and Automobile Liability for \$5,000,00.00 (Five Million Dollars), combined single limit, covering its activities and services in connection with the show described in the contract, and listing the City as an additional insured under the terms of the coverage; and

**WHEREAS**, a deposit of fifty percent (50%) of the \$9,000.00 cost must be paid by December 11, 2022 with final payment becoming due on December 31, 2022; and

**WHEREAS**, the initial deposit includes a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refund; and

**WHEREAS**, a finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less will be charged on the unpaid balance after 10 days from the date of the display; and

**WHEREAS**, the City authorizes Artisan to receive and verify financial information concerning the City from any person or entity; and

**WHEREAS**, the City assumes the risk of weather or other causes beyond Artisan's control which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which the City has purchased the production; and

**WHEREAS**, Artisan has the sole discretion to determine whether the production may be safely discharged on the scheduled date and at the scheduled time; and

**WHEREAS**, if for reasons beyond Artisan's control, including, without limitation, inclement weather, Artisan is unable to safely discharge the production or the event is cancelled, an attempt to negotiate a new production date will occur, which shall be within 60 days of the original production date; and

**WHEREAS**, the City agrees to pay Artisan for any actual expenses made necessary by the postponement; and

**WHEREAS**, actual expenses include, but are not limited to expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation; and

**WHEREAS**, if the parties are unable to agree on a new production date, Artisan shall be entitled to damages from the City as if the City had cancelled the production on the date set for the production; and

**WHEREAS**, the City has the option to unilaterally cancel the production at any time; and

**WHEREAS**, if the City exercises the option to unilaterally cancel, the City shall pay ARTISAN the following percentages of the agreed contract price: (1) twenty five percent (25%) if cancellation occurs three (3) or more days before the date scheduled for the production; (2) fifty percent (50%) if cancellation occurs between two (2) days prior to and the actual date set for the

---

---

production; (3) seventy five percent (75%) if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins; (4) one hundred percent (100%) thereafter; and

**WHEREAS**, if cancellation occurs prior to the date set for the production, the City agrees to pay to Artisan in addition to the aforementioned percentages, the value associated with any specific custom work performed by Artisan or its agents including but not limited to music/narration tape production, sponsor logs, and the costs of all special equipment purchased specifically for use in the production, including but not limited to all applicable taxes and shipping charges; and

**WHEREAS**, Artisan reserves ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed; and

**WHEREAS**, reproduction of sound, video, or other duplication or recording process without the express written permission of Artisan is prohibited; and

**WHEREAS**, the City's agreement with Artisan shall not be construed as forming a partnership or joint venture; and

**WHEREAS**, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

**WHEREAS**, the City's agreement with Artisan shall be governed and interpreted by the laws of the State of Mississippi.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Artisan Pyrotechnics, Inc. and all documents necessary to effect the terms of the Agreement, for a fireworks display on Saturday, December 31, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, next to the Jackson Convention Complex located near 105 East Pascagoula Street in Jackson, Mississippi;

**IT IS THEREFORE ORDERED** that a deposit not exceeding fifty percent (50%) of the total cost of \$9,000.00 may be tendered to Artisan in advance of the production for the purpose of securing the date for the production;

**IT IS THEREFORE ORDERED** that the total cost paid to Artisan for the production shall not exceed \$9,000.00.

**IT IS, FURTHER ORDERED** that a copy of the Agreement upon execution shall be filed with the City Clerk.

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

-----

**President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

-----

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$5,774.38 IN MEMBERSHIP FEES TO SPECIES 360 FOR ACCESS TO THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIMS).**

**WHEREAS**, the City of Jackson operates a zoological park and has a collection of animals of various species; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs and its property and finances are vested with the governing authorities of every municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code further provides that the governing authorities of municipalities have the power to adopt any order with respect to municipal affairs, property, and finances 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 operation of a zoological park is 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**, having access to the Species 360 Zoological Information Management System (ZIMS) will assist personnel at the Jackson Zoo in the management and care of the animal collection; and

**WHEREAS**, access to the Zoological Information Management System (ZIMS) is provided to those who are members of Species 360; and

**WHEREAS**, membership in Species 360 will also afford zoo personnel an opportunity to collaborate with other members on the management, care, and conservation of animals and serves the best interests of the City and its zoological park; and

**WHEREAS**, membership in Species 360 for the period January 2023 through December 2023 costs \$5,774.38 according to Invoice #282 received from Species 360; and

**WHEREAS**, becoming a member of Species 360 and paying the membership fee stated is authorized by Section 21-17-5 of the Mississippi Code and is a lawful expenditure.

**IT IS HEREBY ORDERED** that the sum of \$5,774.38 may be paid to Species 360 for membership and access to the Zoological Information Management System for the period January 2023 through December 2023.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to perform those acts necessary to consummate the City's membership in Species 360 that does not require expenditure of sums exceeding \$5,774.38.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CAR WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION (BID NO. 98141- 101822).**

**WHEREAS**, a solicitation for the leasing of 65 golf carts and 2 utility carts was advertised upon the Department of Parks and Recreation; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications for the equipment; and

**WHEREAS**, the Department of Parks and Recreation inadvertently did not include in the specifications' terms regarding maintenance and servicing of the equipment; and

---

**WHEREAS**, the Department of Parks and Recreation notified vendors who had received specifications of the additional specification concerning maintenance and servicing of the equipment on the day of bid opening - October 18, 2022; and

**WHEREAS**, the bids were opened on October 18, 2022 because the clerk was not aware that the Department of Parks and Recreation had issued an addendum concerning maintenance and servicing of the equipment; and

**WHEREAS**, Section 31-7-13(c)ii) of the Mississippi Code states that no addendum to bid specifications can be issued within two (2) working days of the time established for the receipt of the bids unless such addendum also amends the bid opening to a date not less than five working days after the date of the addendum; and

**WHEREAS**, the bids received and opened on October 18, 2022 were from Yamaha Golf Car Company, Ladd's Golf and Turf LLC, and Ben Nelson Golf and Outdoor; and

**WHEREAS**, all vendors who responded to the initial solicitation were asked to submit best and final offers which included all specifications, including maintenance and servicing; and

**WHEREAS**, best and final offers were solicited in order to cure the error arising from the issuance of an addendum and the opening of bids on the same day; and

**WHEREAS**, best and final offers were opened on November 9, 2022; and

**WHEREAS**, Yamaha Golf Car Company was the only vendor who submitted a best and final offer; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$94.69 per month for forty-eight (48) months; and

**WHEREAS**, the lease of 65 golf carts for forty-eight (48) months would cost \$6,154.85 per month or \$73,858.20 annually; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$85.17 per month for sixty (60) months; and

**WHEREAS**, the lease of 65 golf carts for sixty (60) months would cost \$5,536.05 per month or \$66,432.60 annually; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$172.40 per month for 48 months; and

**WHEREAS**, the lease of 2 utility carts for forty-eight (48) months would cost \$334.80 per month or \$4,017.60 annually; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$150.50 for 60 months; and

**WHEREAS**, the lease of 2 utility carts for sixty (60) months would cost \$301.00 per month or \$3,612.00 annually; and

**WHEREAS**, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Cart Company for the lease of 65 golf carts for a term of 60 months at a cost of \$5,536.05 per month or \$66,432.60 annually; and

**WHEREAS**, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of 301.00 per month or \$ 3,612.00 annually.

**IT IS, THEREFORE, ORDERED** that the bid of Yamaha Golf Car Company for the lease of 65 golf carts for a term of 60 months at a cost of 5,536.05 per month or \$66,432.60 annually be accepted;

---

---

**IT IS, THEREFORE, ORDERED** that the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of \$301.00 per month or \$3,612.00 annually be accepted.

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

-----

**President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

-----

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – Stokes.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).**

**WHEREAS**, the City of Jackson, Mississippi (“City”), determined that it was in the City’s best interest to seek a construction company for the bus stop improvement project of the City’s public transit system; and

**WHEREAS**, on March 22, 2022, Minute Book 6U, pages 555-556, the governing authorities authorized the Mayor to execute an agreement with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

**WHEREAS**, due to delays in acquiring the fabricated products, GCW Pavement Services is requesting an extension to the contract from September 2, 2022 to March 31, 2023 for all work to be completed; and

**WHEREAS**, there is four hundred eleven thousand one hundred fifty dollars and seven cents (\$411,150.07) remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

**WHEREAS**, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of GCW Pavement Services until the bus stop improvement project is completed; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time to January 31, 2023 needed to complete the bus improvement project, with no change in the scope of work or the original cost.

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time needed to complete the bus stop improvement project from September 2, 2022 to March 31, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract and related documents with GCW Pavement Services, LLC for construction of the bus stop improvement project at a cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01), with eighty percent (80%) of the cost or three hundred seventy-seven thousand six hundred forty-two dollars and forty-one cents (\$377,642.41) to be paid by the Federal

---

---

Transit Administration and twenty percent (20%) or ninety four thousand four hundred ten dollars and sixty cents (\$94,410.60) from local match.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).**

**WHEREAS**, the City of Jackson’s public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

**WHEREAS**, on August 4, 2020, Minute Book 6R, page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City’s public transit system at a total cost not to exceed \$399,576.00; and

**WHEREAS**, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City’s public transit system at no additional cost to extend the time needed to complete the transit study plan; and

**WHEREAS**, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-two thousand seven hundred and eighty-two dollars (\$461,782.00); and

**WHEREAS**, Connetics Transportation Group experienced a delay in getting all procurements completed for signage, apps, GTFS data, and finalizing run cutting; and

**WHEREAS**, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Connetics Transportation Group until the implementation of the new transit network; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to implement the new transit network for an additional twelve (12) months expiring on December 31, 2023.

**IT IS FURTHER ORDERED** that the Transit Division is authorized to pay Connetics Transportation Group the three hundred thirty-three thousand two hundred and thirty dollars and twenty-three cents (\$333,230.23) remaining from Extension#2 agreement to complete and implement the bus network plan for Jackson Public Transportation System.

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

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

Nays – None.  
Abstention – Stokes.  
Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY(JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.**

**WHEREAS**, the surveillance, monitoring, and security equipment maintenance is reasonably required for efficient operation of the transit system under local and federal policies which provides quality and efficient service delivery as supported by the City; and

**WHEREAS** by order entered on February 13, 2018, found at Minute Book 6-M, pages 347-348, the governing authorities authorized the Mayor to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City’s public transportation system (JTRAN); and

**WHEREAS**, on April 27, 2021, Minute Book 6-U pages 356, the governing authorities authorized the Mayor to execute Extension#1 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City’s public transportation system (JTRAN); and

**WHEREAS**, on January 18, 2022, Minute Book 6-T page 61-62, the governing authorities authorized the Mayor to execute Extension#2 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City’s public transportation system (JTRAN); and

**WHEREAS**, on July 5, 2022, the governing authorities authorized the Mayor to execute Extension#3 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City’s public transportation system (JTRAN); and

**WHEREAS**, Safe and Sound Surveillance, Inc. provided said services from July 1, 2022 expiring on December 31, 2022 in accordance with the governing authorities’ authorization; and

**WHEREAS**, the Department of Planning, through its Transit Division, has determined that extending the agreement with Safe and Sound Surveillance, Inc. to provide the services through December 31, 2023, will serve the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitively pricing of similar services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City’s transportation system for a period not to exceed twelve (12) months beginning January 1, 2023 and expiring on December 31, 2023 at a rate of one thousand three hundred and sixty dollars (\$1,360.00) monthly.

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

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

\*\*\*\*\*

**ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE’S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER.**

**WHEREAS**, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s transit system; and



**WHEREAS**, the Transit Services Division had to remove a shelter that was destroyed in an accident on September 13, 2022 and repair an overhead door on the service building because they both presented a safety issue; and

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

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the safety, operation and maintenance of the City’s transit system; and

**WHEREAS**, in order to ensure the continued safety, proper operation and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from George’s Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00); 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.

**IT IS, THEREFORE, ORDERED** that the purchases and procurement of services from two (2) vendors be ratified and payment authorized for to George’s Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00).

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON’S “DOING BUSINESS WITH THE CITY” NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson, through its Department of Planning and Development, Minority Business Unit, proposed that the City of Jackson hosts a one-day networking event at the Jackson Convention Complex (“JCC”) to provide space for the execution of sessions and workshops focusing on “How to Do Business with the City of Jackson” on Thursday, December 8, 2022, from 9 a.m. to 9 p.m.; and

**WHEREAS**, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

**WHEREAS**, the Department of Planning and Development, through its Minority Business Unit, recommends that the City of Jackson execute an event license agreement with OVG Facilities, LLC/Jackson Convention Complex, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, that will contain the following provisions:

This event license agreement, including any special provisions addendum attached hereto (this "Agreement") is entered into by and between OVG Facilities, LLC ("Licensor") and the City of Jackson-Doing Business with the City ("Licensee").

#### RECITALS

- A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").
- B. Capital City Convention Complex Commission is the owner ("Owner") of that certain convention center complex ("Complex") located in Jackson, Mississippi. Pursuant to that certain Management Agreement, dated October 1, 2020 (as may be amended from time to time, the "Management Agreement"), by and between Owner and Licensor, Licensor provides management services, including, without limitation, booking services, for the Complex on behalf of the Owner.
- C. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

#### AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. Grant of License. Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

#### FINANCIAL MATTERS

2. Revenue Commitment.
  - a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.
  - b. Licensee acknowledges that the Minimum Total Revenue Commitment is a minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).

If Licensee does not make any deposits as set forth in the schedule above, Licensor may notify Licensee, and Licensee shall have 24 hours from the receipt of such notification to pay to Licensor such outstanding amounts. If Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, the Agreement and the Event.

3. Event Expenses.

- 
- a. Included in the License Fee at no additional cost are certain expenses relating to Complex operations (“Included Expenses”), such as a reasonable number of ushers, operations staffing, event crew, security officers, housekeeping, janitors, lifetech, and fire personnel as determined by Licensor in its sole discretion, cleaning and sanitation of the building before, during and after the Event.
  - b. The Included Expenses shall exclude additional security or police in excess of the number determined by Licensor in section (a) above, staffing overtime, sound & lighting equipment, other audio/visual charges, any décor (and applicable installation costs), any and all food and beverage costs or charges, utility costs, stagehands, tables, chairs, loaders, telecommunications, broadcast fees or staffing, equipment rentals, local transportation, runners, vans, ASCAP / BMI / SESAC or similar music royalties, or any other related expense including but not limited to, any and all credit card fees and/or expenses (collectively, “Licensee Expenses” and together with the Included Expenses, the “Event Expenses”). Any Licensee Expenses requested prior to the Event shall be set forth on an Event Estimate and paid by Licensee prior to the Event with the final payment of the Minimum Total Revenue Commitment. Any Licensee Expenses incurred in addition to the amounts set forth on the Event Estimate (e.g., expenses incurred on-site for incremental equipment and the like) shall be paid in accordance with Section 6 herein. Licensee acknowledges that Licensor may request that Licensee provide a credit card and execute a credit card authorization form as a condition to incurring any such incremental Licensee Expenses. Licensee will be billed for credit card fees (3.5%) as an Event Expense for all purchases.
4. Other Revenues. In addition to food and beverage, audio/visual and décor revenues, Licensor shall have the right to retain all parking revenues.
  5. Licensee’s Responsibilities.
    - a. Licensee shall, at its sole cost and expense, provide all participants (including, if applicable, performers or musicians) required for the Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be members.
    - b. Licensee shall, at its sole cost and expense, transport all personnel, properties, facilities and equipment necessary for the Event (other than those provided by Licensor) to and from the Complex.
    - c. Except as set forth herein, Licensee shall, at its sole cost and expense, present the Event in a manner customary for events comparable in type and nature to the Event.
    - d. Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event.
    - e. Licensee hereby acknowledges and agrees that there shall not be any recording whatsoever, archival or otherwise, or exploitation of the Event, absent Licensee’s payment of any applicable union recording fees and compliance with the provisions of Section 16 (Filming) below. Licensor agrees that Licensee will not be responsible for paying any fees for non-professional recordings by audience members (over whom Licensee has no control) who may record on cell phones or other non-professional recording devices.
  6. Settlement. Within three (3) days after the conclusion of the Event, Licensor shall (a) furnish Licensee with a preliminary settlement statement (setting forth estimated Licensee Expenses and any other available information pertinent to event

settlement), and (b) shall make a preliminary settlement, including charging Licensee for requested Licensee Expenses. Within six weeks after the Event, Licensor shall furnish to Licensee a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Licensee's use of the Premises hereunder and the application of the same, and Licensor shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensor in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Licensee notifies Licensor of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct and final statements of the account among Licensor and Licensee. To the extent that any amounts owing by Licensee to Licensor hereunder (including without limitation Event Expenses) are not fully paid by Licensee at the settlement described above, such amounts shall be reflected on the Final Statements and Licensor shall be entitled to charge Licensee such amounts.

7. No Refund for Failure to Present Event. If Licensee shall for any reason fail to occupy or use the Premises as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and any amounts payable by Licensee to Licensor thereafter shall be paid within 30 days following Licensor's demand therefor.

#### OPERATIONAL MATTERS

8. Delivery of Possession; Surrender

a. The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

b. Licensee shall quit and surrender the Premises to Licensor no later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Premises shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from the Complex all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Premises on or before the Move-out Time, Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property. Nothing in this Section 8(b) shall in any way be construed to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Premises on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).

c. The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues in excess of such allocated time Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. Licensee acknowledges that Licensor may charge such incremental amounts as Licensee Expenses.

d. If any Event extends beyond the commencement of any curfew imposed by the State of Mississippi, the City of Jackson ("City") or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because the Event extended beyond the commencement of the curfew.

- 
9. Licensor's Operations during the Event.
    - a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
    - b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
    - c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.

10. Building Systems. Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available) and other similar miscellaneous goods and services, to the extent reasonably required by the Event. These systems, equipment and/or goods and services shall be provided by the permanent equipment with which the Complex is equipped at such times and in such amounts as determined by Licensor, in its sole discretion, for the comfortable use and occupancy of the Complex during the Event. The cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expenses for which Licensor shall be entitled to reimbursement.

Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Complex or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Complex or the Event or any other cause beyond the control of Licensor. At Licensee's sole cost and expense, Licensee may provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.

11. Staffing. For the Event, Licensor shall provide all personnel required to staff the Complex, including, but not limited to, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, when requested by Licensee, regarding staffing levels, provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor. The costs of such personnel shall be the responsibility of Licensee except to the extent paid by Licensor as part of the Included Expenses.

12. Additional Licensee Rights and Obligations.

- a. Licensee Representative. Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter. In any such case, Licensee hereby waives and releases Licensor from all compensation or claims for damages resulting from Licensor's reliance upon the decisions of Licensee or such representative or employee, and/or Licensor's own decisions when acting in the absence of Licensee, or when Licensee or such representative or employee fails to render a decision as contemplated hereunder.

- b. Alterations. Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Complex. Subject to Section 15, Licensee shall not display or erect any lettering, signs, pictures, notices or

---

---

advertisements upon any part of the outside or inside of the Complex or make any alterations or improvements in or to the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute and sole discretion.

c. PA System. If requested by Licensee, the Complex public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

d. Ambulance Services. If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Complex from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensor.

e. Show Office. Licensor shall use commercially reasonable efforts to make available to Licensee space for a show office, the location of which shall be mutually agreed by Licensor and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the Premises and Licensee's use thereof is subject to all other terms and conditions of this Agreement.

13. Promotion of the Event.

a. Licensee's Advertising. Licensee agrees to advertise, publicize and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.

b. Use of Complex Marks in Connection with Advertising. Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Complex shall be submitted to Licensor for approval in advance of production or execution. Licensee shall include in all print, television, internet, radio, collateral print materials and any other form of advertising for the Event (i) the approved venue logo (or venue name, in the case of radio advertising), including any naming rights partner or presenting partner of such venues, and (ii) the approved venue website address, each in such form as is designated by Licensor. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; if Licensor shall not unreasonably withhold its approval if the material containing reference to the Complex uses Licensor's established logotype, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such marks.

c. Licensor's In-house Advertising. Subject to Licensor's sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through the Complex's in-house promotional outlets such as its website, video screens and marquee. Licensee may further purchase, at additional cost, incremental marketing services from Licensor's marketing department (e.g., paid media purchases).

d. Right to Use Event Marks. Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event, and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Complex.

14. Operational Rights Reserved to Licensor.

---

a. Entrances and Exits. The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.

b. Use by Other Parties. Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.

c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about the Complex and may be refused entrance by Licensor for non-compliance with this provision of this Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.

d. Rules and Regulations. Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Complex. Such rules and regulations may include, without limitation, public health directives, policies and/or best practices as required by Licensor, such as social distancing, wearing of face coverings, posting signage at entrances notifying attendees of such policies, and the like.

e. Licensor Access. Licensor, its affiliates and its respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Premises upon presentation of usual passes issued to them by Licensor; provided that Licensor, Owner and their agents shall not unreasonably disturb the privacy of any artists or performers in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms).

f. Advertising of Other Events. Licensor, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Complex during the Event, including without limitation, announcements, descriptions and advertisements

---

concerning other or future events being or to be held in the Complex or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Complex in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system not be used for advertising purposes and/or the video screens inside the Complex be turned off during part or all the Event for production purposes, Licensor shall reasonably consider such request.

15. Complex Event Advertising and Sponsorship. Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the Premises by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (if Licensor shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Complex's sponsors).

16. Filming and Ancillary Rights.

a. Grant of Rights. Licensor hereby grants to Licensee the right to record the Event, by filming, videotaping and/or digitally recording or live streaming (each, a "Recordation"), and to distribute such recordings ("Media Distribution"). All rights of every kind in any Recordation, or any programming content created therefrom ("Event Programming") in all manner, format and media, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights(s)) shall be solely owned throughout the universe in perpetuity by Licensee.

b. Costs. Licensee or its designated media partners agree to pay all costs and expenses arising out of any such Recordation, including, but not limited to, stage crews as are necessary to produce such Recordation. Licensee shall be solely responsible for providing, assembling, maintaining, operating and removing all equipment used in connection with the Recordation.

c. Union/Labor Requirements. In no event shall Licensee, or any designee, agent, employee or independent contractor of Licensee, take any action or fail to take any action in connection with the Recordation which would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Complex, or otherwise interfere with or deleteriously affect the regular business operations of Licensor. Licensee represents and warrants that Licensee, and its designees, agents, employees and independent contractors will comply with all policies, rules and regulations of Licensor in this regard.

d. Use of Marks and Likenesses. If any portion of (i) the Recordation and/or the Media Distribution, (ii) any other film, videotape or similar release, including any Event Programming, which includes footage from such film, videotape or similar recording of the Event or (iii) any title, packaging, label, marquee or promotional, marketing or advertising materials to be utilized in connection therewith (collectively, the "Restricted Footage and Materials"),



---

includes the name, photograph or likeness, trademark, service mark and/or logo of either (A) Licensor or any of its affiliates or of the Premises or any portion thereof (each a "Licensor Trademark"), or (B) a sponsor of Licensor or any other third party, or any portion thereof (each a "Third Party Trademark"), Licensee shall obtain the prior written approval of, as applicable, Licensor or such third party as to the content thereof prior to any exhibition, license, release, distribution, sale, exploitation or other use of such Licensor Trademark or Third Party Trademark by Licensee or any third party. Licensee shall be solely responsible for obtaining any required rights, licenses and permissions for the Recordation.

e. Infringement. Licensee represents to Licensor that Licensee has obtained and will continue to have during the Recordation and the Media Distribution, and during any other media exploitation of the Event all necessary rights and approvals from any third party (including, without limitation, any spectators, talent, celebrities and other persons present in the audience or on stage or otherwise participating during the Event) in order to coordinate, produce, conduct and exploit the same and to otherwise perform its obligations hereunder, and that the Recordation and the Media Distribution thereof will not infringe upon the rights (proprietary, tangible, intangible or otherwise) of any third party or give rise to any claim of slander, libel, violation of civil rights, privacy or publicity or any similar such rights of any third party.

f. Remedies. Licensee acknowledges that any breach of subsection 19(e) hereof would cause irreparable injury to Licensor which could not be remedied by the payment of money damages. Therefore, the parties agree that in the event that Licensee (or any third party) breaches or allegedly breaches the provisions of subsection 19(e) above, Licensor shall have the right to seek and obtain from any court having jurisdiction such equitable relief as may be appropriate, including a decree enjoining Licensee or such other third party from any further such breach of such subparagraph and from the exhibition, release, distribution, sale, license, exploitation or other use of the Restricted Footage and Materials. The foregoing shall not be deemed to limit or restrict any other legal or equitable remedy arising from a violation of the other provisions of this Section 16.

#### LEGAL MATTERS

##### 17. Insurance.

a. Licensee agrees, at its sole expense, to procure and maintain during the term of the License (i) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of Licensee, Licensor, Owner, the Capital City Convention Complex Commission and their respective contractors, successors and assigns, against all claims for bodily injury, sickness and disease, personal injury, death or property damage in or about the Complex arising during the period from the actual Move-In date and time to the actual Move-Out date and time of Licensee, in the amount of \$1,000,000 combined single limit, \$2,000,000 in the aggregate, covering bodily injury and property damage.

b. The insurance policies set forth in (a) above shall name as additional insureds Licensor, Oak View Group, LLC, Owner, the Capital City Convention Complex Commission, and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the owners of the Complex and their successors and assigns are waived.

c. Licensee agrees, at its sole expense, to procure and maintain during the term of this Agreement, workers compensation and employer's liability

---

insurance with employer's liability limits in accordance with all statutory requirements covering all employees, which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 18(g) below, including a waiver of subrogation in favor of Licensor.

d. The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Premises) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Premises). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Licensor. Licensee's general liability insurance shall not contain the ISC GC 2132 Communicable Disease Exclusion or its equivalent. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by Licensee and terminate this Agreement effective as of the Move-in Date pursuant to the provisions of Section 23(a) below.

e. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Mississippi, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A: IX shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

18. Permits. Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the Owner, City or any other applicable governmental body or agency, such governmental permits necessary for the Event.

19. Compliance with Laws.

a. Licensee shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the Owner and/or City and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to the Complex or the use and occupancy thereof, including, without limitation, any public health restrictions, requirements or guidelines with respect to Event operations and use of the Complex. No collections, whether for charity or otherwise, shall be made or attempted in or at the Complex by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.

b. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or

---

---

required by and satisfactory to any local government body having jurisdiction with respect thereto.

c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

20. Default.

a. Each of the following shall constitute a default on the part of Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (iv) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a material default by Licensee, Licensor may, upon delivering, by personal delivery or facsimile, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Licensee, terminate this Agreement. Upon such termination this Agreement shall expire as fully and completely as if such date and time of expiration were the date and time fixed herein for the expiration of the term and of this Agreement, and Licensee shall then quit and surrender its rights to the Premises to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the Minimum Total Revenue Commitment, together with an amount equal to the sum of all costs and expenses then incurred by Licensor about the Event and this Agreement. Such amounts shall be payable within 30 days following Licensor's demand therefor.

b. Licensor or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time, thereafter, enter the Premises and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy the Complex, including the Premises.

In any case where, pursuant to the provisions of this Agreement or by summary proceedings or otherwise, this Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Premises or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the Premises are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter", and "entry" as used in this Agreement are not restricted to their technical legal meanings.

c. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding, or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.

d. In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about the Complex, but in such case, Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

21. Remedies. Reference in this Agreement to any remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by Licensor unless specific waiver thereof by Licensor shall be in writing.

22. Representations and Warranties. Licensee represents and warrants to Licensor that:

a. it, those under its authority, and the Event will fully comply with the terms of this Agreement, including, without limitation, consistency with the Complex's image (e.g., no disparaging remarks about the Complex, Licensor or its affiliates).

b. there will be no unauthorized use of Licensor's or the Complex's trademarks and/or logos hereunder;

c. the Event will not violate any law, ordinance, governmental rule or regulation (including, without limitation, those relating to the sale or distribution of tickets) or the rights of any third parties.

d. Licensee has obtained, or prior to the Event will obtain, all necessary rights, licenses, permissions and clearances to present, promote, advertise and exploit the Event, including the appearance of all artists, musicians and/or other persons participating therein,

e. all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner, and that it will use commercially reasonable efforts to ensure that all obligations under the copyright license shall be performed by Licensee.

f. Licensee is solely responsible for all royalties, compensation and obligations due to, or on behalf of, any talent, production personnel, independent contractors or Licensee's employees providing services in connection with the Event;

g. all persons or groups advertised as appearing in the Event shall in fact participate in the Event as advertised unless due to an event of Force Majeure (as defined below); and

---

h. any charitable or other non-profit organization that is identified in advertising as receiving a percentage of ticket receipts or other donation from the Event or from whom Licensee or its representatives will be directly soliciting charitable donations from patrons at the Event (collectively, a "Donation") will receive such Donation in accordance with applicable laws and regulations.

23. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.

24. Labor Agreements. Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Complex. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Complex to any person whose admittance to the Complex could result in a violation of any such labor agreement.

25. Term. The term of this Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.

26. Subordination. The provisions of this Agreement and Licensee's right to the use of the Complex hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Complex. If Licensor's right to operate the Complex expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, Licensor shall not be liable to Licensee in any way.

27. Force Majeure. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.

b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.

c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.

d. In the event performance of the whole Agreement is excused in accordance with provisions (a) through (c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this Agreement be so terminated. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.

e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

28. Miscellaneous.

a. Waiver. Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be in writing and shall be restricted to its scope and shall not operate as a modification of this Agreement.

b. Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.

c. Relationship of Parties. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership, joint venture, agency or employment relationship between the parties.

d. Assignment. Neither this Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (i) any affiliate, parent or subsidiary, (ii) any entity to which Licensor is assigning substantially all its rights and responsibilities as the operator of the Complex, or (iii) to the Owner or any successor manager of the Complex, as permitted by the Management Agreement ("Permitted Assignments") without the consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of the Complex to a third party shall not constitute an assignment or delegation for purposes of this provision).

e. Entire Agreement. This Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event in the Complex, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this Agreement, the alteration or amendment shall be in writing, shall specifically refer to this Agreement and shall be signed by both parties for the same to be binding upon the parties.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to its conflicts of law provision.

g. Notices. Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email, or by certified or

registered mail, return receipt requested, postage prepaid, to the parties at the addresses set forth on the Data Sheet.

h. Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this Agreement.

i. Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.

**WHEREAS**, OVG Facilities, LLC, with its principal office located at 11755 Wilshire Blvd., Suite 900, Los Angeles, California 90025, will not charge the City a fee to use portions of the JCC, but will charge One Hundred Dollars \$100.00 for security.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex/OVG to host the "Doing Business with the City" Networking Event on December 8, 2022.

**IT IS FURTHER ORDERED** that the Department of Planning and Development is authorized to pay One Hundred Dollars \$100.00 for security for the event.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, Office of Housing and Community Development advertised in five (5) local newspapers a Request for Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

**WHEREAS**, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

**WHEREAS**, the total 2021 Community Development Block Grant (CDBG) allocation amount awarded to the City of Jackson from U.S. Department of Housing and Urban Development (HUD) is \$1,811,981.00, (\$1,811,981 x 15% = \$271,797); and

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 6, 2022 10:00 A.M.**

**WHEREAS**, based on HUDs CDBG regulations 24 CFR § 570.201(e) (1), "The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, no entitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.S'00(a)"; and

**WHEREAS**, a total of seventeen (17) Community Development Block Grant (CDBG) public service proposals were submitted, reviewed, and scored by the rating and review committee. Proposals scoring 90-100 received 80% of public service allocation; proposals scoring 79-89 received 20% of public service allocation; and proposals scoring 0-78 were not funded; and

**WHEREAS**, the City, based upon the scoring from the rating and review committee, wishes to award contracts to public services organizations for the use of 2021 CDBG funds for reimbursement of eligible expenses incurred during the 2021-2022 Program Year; and

**WHEREAS**, the contracts shall be effective October 1, 2022 - October 31, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute contracts with various organizations for public service activities utilizing the 2021 CDBG funds as follow:

<b>Agencies</b>	<b>Activity</b>	<b>Amount Awarded</b>
CATHOLIC CHARITIES, INC.	Battered and Abused Spouse	\$21,743.76
CHILD EVANGELISM FELLOWSHIP OF MISSISSIPPI, INC.	Youth Services	\$13,589.85
DELIVER ME SENIOR SUPPORT SERVICES	Senior Services	\$21,743.76
GENESIS AND LIGHT CENTER	Youth Services	\$21,743.76
GENESIS AND LIGHT CENTER	Senior Services	\$21,743.76
HARBOR HOUSE OF JACKSON, INC.	Substance Abuse Services	\$21,743.76
HOUSING EDUCATION AND ECONOMIC DEVELOPMENT, INC.	Fair Housing Activity	\$21,743.76
JAMBOREE CHILD DEVELOPMENT CENTER	Child Care Services	\$21,743.76
NEW WAY MS, INC.	Employment Training	\$21,743.76
OPERATION SHOESTRING, INC.	Youth Services	\$21,743.76
SISTERS IN BIRTH, INC.	Employment Training	\$13,589.85
SOUTH CENTRAL COMMUNITY ACTION AGENCY, INC.	Youth Services	\$13,589.85
STEWOPOT COMMUNITY SERVICES, INC.	Youth Services	\$21,743.76
THE TABERNACLE MINISTRIES ACADEMY, INC.	Youth Services	\$13,589.85

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

-----

**President Foote** recognized **Valerie Tucker, Deputy Director of Housing and Development**, who provided a brief overview of said item.

-----

Thereafter, **President Foote**, called for a vote of said item:

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

\*\*\*\*\*



---

---

**ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE.**

**WHEREAS**, on July 19, 2022, found at Minute Book 6-V, the Mayor was authorized to execute a contract between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) to implement Lead Safe Jackson Housing Program activities at 1824 East Drive, Jackson, MS; and

**WHEREAS**, the contract work involved a variety of repairs to meet federal lead safe standards and additional repairs were subsequently discovered and required as part of the scope of work to address health hazards that were identified throughout the home; and

**WHEREAS**, Change Order No. 1 represents an increase of \$7,250.00 to the current contract amount due to the discovery of a severe water damage found throughout the home which subsequently caused damage and deterioration to the floors, window framing, and walls; and

**WHEREAS**, an inspection was conducted by the Office of Housing and Community Development certified housing inspectors to verify the necessity of the change; and

**WHEREAS**, the recommendation to accept the subject change was determined by the Office of Housing and Community Development inspectors after thorough review; and

**WHEREAS**, the existing contract amount is Fifty-One Thousand Dollars 00/100 (\$51,000.00) will increase to Fifty-Eight Thousand, Two Hundred Fifty Dollars 00/100 (\$58,250.00); and

**WHEREAS**, the Office of Housing and Community Development recommends the approval and authorization of the subject change as necessary to complete repairs described in the original scope of work and recognizes that the discovery of the water damage poses severe safety and health issues for the homeowner.

**IT, IS THEREFORE, ORDERED** that change order no. 1 for an increase of \$7,250.00 to the Agreement between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at 1824 East Drive be approved.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS.**

**WHEREAS**, the Department of Public Works needs to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372, currently in object codes 6400 to object codes in 6800 to fund certain Public Works Infrastructure Projects; and

**WHEREAS**, the Fiscal Year 2022 – 2023 City of Jackson Budget needs to be revised to allow for the necessary transfers across categories.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2022–2023 budget of the Department of Public Works be revised to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372 currently in object codes 6400-6499 to object codes in 6800-6899 as necessary.

Vice President Lee moved adoption; Council Member Lindsay seconded.

-----

President Foote recognized Robert Lee, City Engineer, who provided a brief overview of said item.

-----

After a thorough discussion, President Foote called for a vote on said item:

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

\*\*\*\*\*

**ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT.**

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to repair two raw water pumps that failed at the O.B. Curtis Water Treatment Plant in early August 2022; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant,

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Delta Constructors. Inc. \$195,062.69  
Lifter Up Crane Service LLC \$ 4,800.00  
Total \$199,862.69

Vice President Lee moved adoption; Council Member Grizzell seconded.

-----

President Foote recognized Robert Lee, City Engineer, and Catoria Martin, City Attorney, who provided a brief overview of said item.

-----

President Foote recognized Council Member Banks, who moved, seconded by Council Member Stokes, to amend said item in the title to add “DUE TO EMERGENCY AS ALLOWED BY MS CODE 31-7-13” and in the 2<sup>nd</sup> whereas as follows: WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson due to emergency as allowed by MS Code 31-7-13; and. The motion prevailed by the following vote:

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

-----

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

**ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER**

---

---

**TREATMENT PLANT DUE TO EMERGENCY AS ALLOWED BY MS CODE 31-7-13.**

**WHEREAS**, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to repair two raw water pumps that failed at the O.B. Curtis Water Treatment Plant in early August 2022; and

**WHEREAS**, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson due to emergency as allowed by MS Code 31-7-13; and

**WHEREAS**, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant.

**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Delta Constructors. Inc. \$195,062.69  
Lifter Up Crane Service LLC \$ 4,800.00  
Total \$199,862.69

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

\* \* \* \* \*

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF “RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB.**

**WHEREAS**, on November 16, 2021, Captain Rasean Thomas filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Fire Chief Willie Owens alleging First Amendment violations; and

**WHEREAS**, on November 15, 2022, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi and Willie Owens from the lawsuit; and

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

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Rasean Thomas v. City of Jackson, and Willie Owens, in his Official and Individual Capacities, Civil Action No.: 3:21-cv-740-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

---

---

Vice President Lee moved adoption; Council Member Grizzell seconded.

-----

President Foote recognized Vice President Lee and Council Member Grizzell who withdrew their motion and second. Said item would be discussed later in the meeting during Executive Session.

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2022.**

**WHEREAS**, the well-being of family and community shall be considered in this resolution; and

**WHEREAS**, the first official mention of December 25th as a holiday honoring Jesus' birthday appeared on an early Roman calendar from 336 A.D.; and

**WHEREAS**, the celebration of Christmas spread throughout the Western world over the next several centuries; in 1870, Christmas became a federal holiday; Christians throughout the world will celebrate this day; and

**WHEREAS**, Sunday, December 25, 2022, will be celebrated as a time for family to gather, focus on the center of Christmas - the birth of Jesus, prepare and share in fellowship and food; and

**WHEREAS**, as we celebrate this joyous season, may we embrace ways to love and serve humankind throughout the year; and

**WHEREAS**, we wish each citizen a safe, joyful and peaceful Christmas, filled with love.

**NOW, THEREFORE BE IT RESOLVED**, Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a very Merry Christmas.

**SO RESOLVED**, this the 6<sup>th</sup> day of December, 2022.

Council Member Banks moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2023.**

**WHEREAS**, the well-being of family and community shall be considered in this resolution; and

**WHEREAS**, the holiday, referred to as New Year, marks the end of the year and time to start afresh, make new and/or evaluate decisions as we prepare for 2023; the new year has not always been celebrated on January 1st and is not recognized in some cultures; and

**WHEREAS**, Sunday, January 1, 2023, will be celebrated as a time for family to gather, share a delightful meal, reflect on its journey and renew family commitment(s); and

**WHEREAS**, as the countdown to midnight begins, we admonish each person to take a moment to reflect, introspect and change or make new plans as we go forward into the New Year; and

**WHEREAS**, we encourage our citizens to relax, restore and recommit to investing our time and talents for the betterment of our family, community and city, Jackson; and

**WHEREAS**, we wish for each citizen a safe and fulfilling New Year.

**NOW, THEREFORE BE IT RESOLVED** that Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a Happy New Year.

**SO RESOLVED**, this the 6<sup>th</sup> day of December, 2022.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA CELEBRATION.**

**WHEREAS**, the City of Jackson and the world pause to celebrate KWANZAA on December 26th through January 1st of each year; and

**WHEREAS**, the annual celebration is marked by community gatherings, cultural events and historical commemorations; and

**WHEREAS**, KWANZAA events are held nightly with each night being designated by a guiding principle: 1) Umoja (Unity), 2) Kujichagulia, 3) Ujima, 4) Ujamaa, 5) Nia, 6) Kuumba and 7) Imani; and

**WHEREAS**, the Jackson City Council promotes safety and expresses its hope for a positive and enlightening cultural experience for all.

**THEREFORE, BE IT RESOLVED** that the City Council of Jackson, Mississippi encourages the Citizens of the City of Jackson to have a safe, happy KWANZAA celebration.

**SO RESOLVED** this the 6<sup>th</sup> day of December, 2022.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOMMENDING THAT VIOLENT CRIMINAL CASES INVOLVING FELONS WITH GUNS BE REFERRED TO THE OFFICE OF THE UNITED STATE ATTORNEY FOR FEDERAL PROSECUTION AS A MATTER OF PUBLIC POLICY IN THE CITY OF JACKSON.**

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

**WHEREAS**, the growing numbers of murders, homicides, and violent crimes resulting in innocent persons being caught in the crossfire and the ever-escalating numbers of persons who are losing their lives on the streets of the City of Jackson on a daily basis by violent crimes being committed by felons with guns must be addressed as a matter public policy; and

**WHEREAS**, the City of Jackson, being Mississippi’s capital city, must be made a priority in the prosecution of such violent crimes committed by felons with guns in the manner of greatest possibility of federal redress by referring such matters to the Office of the United States Attorney for federal prosecution; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express a bold and decisive recommendation and declaration of being “sick and tired”

of the criminal lawlessness and violent crimes committed by felons with guns currently being experienced in the streets of the City of Jackson.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of Jackson, Mississippi hereby recommends that violent criminal cases involving felons with guns be referred to the Office of the United States Attorney for federal prosecution as a matter of public policy in the City of Jackson.

**SO RESOLVED** this the 6<sup>th</sup> day of December, 2022.

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

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

Nays – None.

Abstention – Grizzell.

Absent – None.

\* \* \* \* \*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 2023 REVEREND DR. MARTIN LUTHER KING, JR. BIRTHDAY CELEBRATION OBSERVANCE.**

**WHEREAS**, Reverend Dr. Martin Luther King, Jr was born January 15, 1929 and fell to the bullet of an assassin on April 4, 1968 which saddened hearts of people throughout the world; and

**WHEREAS**, the Reverend Dr. Martin Luther King, Jr. celebration shall be observed January, 2023 in Jackson, MS; and

**WHEREAS**, minister, Nobel Peace Prize recipient, civil and human rights drum major and leader, Reverend Dr. King, Jr. was at the helm of matchless efforts on behalf of the poor and disenfranchised in the United States and throughout the world; and

**WHEREAS**, the entire nation and world will join in the Reverend Dr. Martin Luther King, Jr. Birthday Celebration, 2023; we in Jackson, Mississippi will observe through literary contests, Youth Day at the Mississippi State Capitol, church celebrations, choir performances, crowned by an enlightening Awards Banquet; the largest Martin Luther King, Jr. Observance Parade in the United States, January 14, 2023 and a Birthday Bash, January 16, 2023.

**THEREFORE, IT IS HEREBY RESOLVED** that the City of Jackson is hereby authorized to support and join the Reverend Dr. Martin Luther, King, Jr. Birthday Celebration Observance, 2023.

**SO RESOLVED** this the 6<sup>th</sup> day of December, 2022.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.**

**WHEREAS**, the Mississippi Emergency Management Agency (MEMA) has opened the Building Resilient Infrastructure and Community (BRIC) grant program for municipalities and

---

---

counties to apply as subapplicants to the Federal Emergency Management Agency (FEMA) for qualifying infrastructure projects; and

**WHEREAS**, a non-federal cost share of 30 percent must be identified for a BRIC grant application; and

**WHEREAS**, the State of Mississippi Drinking Water Revolving Loan Funds are an allowable source of matching funds for BRIC; and

**WHEREAS**, the City of Jackson intends to submit revised project budgets for the State of Mississippi Drinking Water Revolving Loan Funds, to include an allocation for the required BRIC non-federal cost share; and

**WHEREAS**, the governing authorities of the City of Jackson desire and wish to authorize the submission of applications for grant funding for qualifying water infrastructure projects; and

**WHEREAS**, the governing authorities, pursuant to the regulations of the BRIC grant program, also wish to designate representatives of the City of Jackson to execute the City's applications and to be the authorized representative of the City on the projects.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Jackson authorizes the submission of grant applications to the Mississippi Emergency Management Agency for the BRIC grant program.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Jackson, Chokwe A. Lumumba, or the Interim Public Works Director, Jordan Hillman, are both authorized to execute one or more applications on behalf of the City of Jackson for funding through the BRIC grant program.

**BE IT FURTHER RESOLVED** that both the Mayor of the City of Jackson, Chokwe A. Lumumba, and the Interim Public Works Director, Jordan Hillman, are designated as authorized representatives for the projects for which the City of Jackson submits applications, each having full authority to act as the designated representative for any and all projects submitted on behalf of the City of Jackson for funding through the BRIC grant program.

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

-----

**President Foote** recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

-----

**President Foote** recognized **Catoria Martin, City Attorney**, who stated that an amendment was needed in said resolution. The resolution needed to be amended to add” Interim Third-Party Manager, Ted Henifin” in the last BE IT FURTHER RESOLVED THAT”.

-----

**President Foote** recognized **Council Member Lindsay** who moved; seconded by **Council Member Hartley**, to amend said resolution to reflect the changes as stated by **City Attorney Catoria Martin**. The motion prevailed by the following vote:

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

-----

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

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE**

---

---

**MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.**

**WHEREAS**, the Mississippi Emergency Management Agency (MEMA) has opened the Building Resilient Infrastructure and Community (BRIC) grant program for municipalities and counties to apply as sub-applicants to the Federal Emergency Management Agency (FEMA) for qualifying infrastructure projects; and

**WHEREAS**, a non-federal cost share of 30 percent must be identified for a BRIC grant application; and

**WHEREAS**, the State of Mississippi Drinking Water Revolving Loan Funds are an allowable source of matching funds for BRIC; and

**WHEREAS**, the City of Jackson intends to submit revised project budgets for the State of Mississippi Drinking Water Revolving Loan Funds, to include an allocation for the required BRIC non-federal cost share; and

**WHEREAS**, the governing authorities of the City of Jackson desire and wish to authorize the submission of applications for grant funding for qualifying water infrastructure projects; and

**WHEREAS**, the governing authorities, pursuant to the regulations of the BRIC grant program, also wish to designate representatives of the City of Jackson to execute the City's applications and to be the authorized representative of the City on the projects.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Jackson authorizes the submission of grant applications to the Mississippi Emergency Management Agency for the BRIC grant program.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Jackson, Chokwe A. Lumumba, or the Interim Public Works Director, Jordan Hillman, are both authorized to execute one or more applications on behalf of the City of Jackson for funding through the BRIC grant program.

**BE IT FURTHER RESOLVED** that both the Mayor of the City of Jackson, Chokwe A. Lumumba, the Interim Public Works Director, Jordan Hillman, and the Interim Third-Party Manager, Ted Henifin, are designated as authorized representatives for the projects for which the City of Jackson submits applications, each having full authority to act as the designated representative for any and all projects submitted on behalf of the City of Jackson for funding through the BRIC grant program.

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

Nays – None.

Abstention – Hartley

Absent – None.

\* \* \* \* \*

**ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.**

**WHEREAS**, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance at the O.B. Curtis Water Treatment Plant; and

**WHEREAS**, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

**WHEREAS**, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant.



**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Allied Industrial Services	\$ 5,543.84
Bonner Analytical Testing Co. Inc.	\$ 17,078.40
Compressed Air Technologies, Inc.	\$ 31,082.05
C&J Plumbing & Mechanical, Inc.	\$ 50,874.33
Southern Fabricators, LLC	\$ 95,282.34
United Rentals	\$ 80,213.31
<u>Total</u>	<u>\$280,073.27</u>

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

-----

**President Foote** recognized **Robert Lee, City Engineer,** and **Catoria Martin, City Attorney** who provided a brief overview of said item.

-----

After a thorough discussion, **President Foote** called for a vote on said item:

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

\*\*\*\*\*

There came on for Discussion, Agenda Item No. 36:

**DISCUSSION: HOLDING FACILITY STATUS: President Foote** requested an update on the status of the holding facility and suggested that the City move forward with a plan to open the holding facility.

\*\*\*\*\*

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

**DISCUSSION: GARBAGE CONTRACT: Council Member Stokes** requested said item be held until the next Council meeting to be held until a later date.

\*\*\*\*\*

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

**DISCUSSION: GREYHOUND: Council Member Stokes** requested said item be held until the next Council meeting to be held until a later date.

\*\*\*\*\*

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

**DISCUSSION: VAGRANTS VIOLATING LAWS (BURNING BUILDINGS AND TRESPASSING): President Foote** recognized **Council Member Hartley** who expressed concerns about vagrants violating laws and burning buildings. **President Foote** recognized **James Davis, Chief of Police,** and **Catoria Martin, City Attorney** who provided an overview of vagrants violating laws in regards to burning buildings and trespassing.

\*\*\*\*\*

---

---

**Note: Council Member Stokes** left the meeting.

\*\*\*\*\*

**President Foote** recognized **Council Member Grizzell** who moved, seconded by **Council Member Banks**, to go into Closed Session to discuss litigation and personnel matters. The motion prevailed by the following vote:

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

\*\*\*\*\*

**President Foote** announced to the public that the Council voted to go into Closed Session to discuss “Personnel and Litigation Matters”.

\*\*\*\*\*

During Closed Session, **Council Member Banks** moved, seconded by **Council Member Grizzell** to go into Executive Session to discuss litigation and personnel matters regarding Agenda Items No. 27 and 35.

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

\*\*\*\*\*

**Note: Council Member Hartley** and **President Foote** left the meeting.

\*\*\*\*\*

**Vice President Lee** recognized **Council Member Banks** who moved, seconded by **Council Member Grizzell**, to come out of Executive Session. The motion prevailed by the following vote:

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

\*\*\*\*\*

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

\*\*\*\*\*

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF “RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB.**

**WHEREAS**, on November 16, 2021, Captain Rasean Thomas filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Fire Chief Willie Owens alleging First Amendment violations; and

**WHEREAS**, on November 15, 2022, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 6, 2022 10:00 A.M.**

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi and Willie Owens from the lawsuit; and

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

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Rasean Thomas v. City of Jackson, and Willie Owens, in his Official and Individual Capacities, Civil Action No.: 3:21-cv-740-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

**Council Members Banks** moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – Hartley and Stokes.

\* \* \* \* \*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. on December 19, 2022. At 12:31 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

\_\_\_\_\_, \_\_\_\_\_  
**COUNCIL PRESIDENT    DATE**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

\* \* \* \* \*

OFFICE OF THE CITY ATTORNEY  
Real Estate Division

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 25, 2022 FOR THE FOLLOWING CASES:**

22-1343	22-484	22-409	22-554	22-660	22-1497
22-1507	22-1533	22-1951	22-1929	22-793	22-1878
22-1874	22-1875	22-1942	22-1948	22-1963	21-1353
21-1357	21-1362	21-1555	22-1775	22-426	21-1366
21-1567	21-1568	22-1770	22-213	21-750	21-771
22-926	21-1537	21-1841	22-196	22-347	21-1192
21-1737					

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

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

**WHEREAS**, hearings were held on October 25, 2022; and

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

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

- 1) **Case #22-1343: Parcel #606-279** located at 2938 Englewood Blvd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 2) **Case #22-484: Parcel #209-142** located at 2718 Glenn St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 5

Agenda Item No. 6  
January 3, 2023  
(Dotson, Lumumba)

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

- 3) **Case #22-409: Parcel #631-23** located at 923 Raymond Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 6

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

- 4) **Case #22-554: Parcel #409-111** located at 3329 Pocahontas Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 5) **Case #22-660: Parcel #635-214** located at 962 Raymond Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 6) **Case #21-1497: Parcel #846-45-1** located at 4890 Raymond Rd.: The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, interested parties shall be afforded thirty (30) days to cure expiring November 25, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 7) **Case #22-1507: Parcel #212-11** located at 2126 Belvedere Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 3

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

- 8) **Case 22-1533: Parcel #634-80-1** located at 1115 Raymond Road: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,500.00. Ward 6

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

- 9) **Case #22-1951: Parcel #621-130** located at 0 Whitten Road: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,500.00. Ward 6

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

- 10) **Case #22-1929: Parcel #153-60** located at 838 Rhodes Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 11) **Case #22-793: Parcel #837-180-1** located at 5461 Robinson Road: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 12) **Case #22-1878: Parcel #152-25** located at 1319 Robinson St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 13) Case #22-1874: Parcel #132-43 located at 0 Robinson St.:** No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 14) Case #22-1875: Parcel #132-47 located at 0 Robinson St.:** After hearing testimony from **Foster Ellis Jr**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Foster Ellis Jr** shall be afforded forty-five (45) days, or until December 9, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 15) Case #22-1942: Parcel #132-44-1 located at 0 Robinson St.:** After hearing testimony from **Foster Ellis Jr**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Foster Ellis Jr** shall be afforded forty-five (45) days, or until December 9, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 16) Case #22-1948: Parcel #132-24 located at 0 Robinson St.:** No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 17) Case #22-1963: Parcel #132-41 located at 0 Robinson St.:** No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 18) **Case #21-1353: Parcel #405-212** located at 1037 Carnation St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 3

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

- 19) **Case #21-1357: Parcel #405-204-1** located at 1007 Carnation St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 3

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

- 20) **Case #21-1362: Parcel #405-227** located at 940 Carnation St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 21) **Case #21-1555: Parcel #105-50** located at 702 Maple St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 22) **Case #22-1775: Parcel #95-13-1** located at 208 Maple St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 3



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

- 23) **Case #22-426: Parcel #422-209-1** located at 3405 Lampton Avenue: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 24) **Case #21-1366: Parcel #405-226** located at 0 Carnation St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 25) **Case #21-1567: Parcel #105-51** located at 706 Maple St.: After hearing testimony from **James Lewis**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, interested parties shall be afforded thirty (30) days, or until November 24, 2022, to cure. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 26) **Case #21-1568: Parcel #105-68** located at 705 Maple St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 27) **Case #22-1770: Parcel #95-68-27** located at 408 Maple St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as

a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 28) **Case #22-313: Parcel #161-43** located at 1622 Valley St.: After hearing testimony from **Chante Pillers**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, interested parties shall be afforded forty-four (44) days to cure expiring December 8, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 29) **Case #21-750: Parcel #131-125** located at 501 Broad St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 5

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

- 30) **Case #21-771: Parcel #159-71** located at 1225 Wiggins St.: After hearing testimony from **Robert Hatcher**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Robert Hatcher** shall be afforded forty-five (45) days, or until December 9, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 31) **Case #22-926: Parcel #131-199** located at 1227 First Avenue: After hearing testimony from owner **Jan Hillegas**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, the owner shall be afforded thirty-six (36) days, or until November 30, 2022, to cure the violations by completing the scope of work. Ward 3

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

- 32) Case #21-1537: Parcel #127-18** located at 246 Valley St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 33) Case #21-1841: Parcel #822-152** located at 4935 Sunny Brook Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 4

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

- 34) Case #22-196: Parcel #126-7** located at 245 Prentiss St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,500.00. Ward 4

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

- 35) Case #22-347: Parcel #820-754** located at 5525 Deckard Drive: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove the trash, and debris, and remove the inoperative vehicle(s) or vehicle (s) parked on the lawn.

- 36) Case #21-1192: Parcel #162-215** located at 1710 Florence Avenue: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 37) Case #21-1737: Parcel #626-317** located at 317 Springfield Circle: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

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

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

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

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

ITEM# \_\_\_\_\_  
AGENDA \_\_\_\_\_

Department of Planning and Development  
Community Improvement Division

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

## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

**VIA:** Chloe Dotson  
Interim Director, Planning and Development

**FROM:** Community Improvement  
Planning and Development

**DATE:** 11/10/22

**RE:** Agenda Item

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



Thank you for your consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 25, 2022 FOR THE FOLLOWING CASES: 22-1343 22-484 22-409 22-554 22-660 22-1497 22-1507 22-1533 22-1951 22-1929 22-793 22-1878 22-1874 22-1875 22-1942 22-1948 22-1963 21-1353 21-1357 21-1362 21-1555 22-1775 22-426 21-1366 21-1567 21-1568 22-1770 22-213 21-750 21-771 22-926 21-1537 21-1841 22-196 22-347 21-1192 21-1737 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Kristie Metcalfe, Deputy City Attorney 

11/30/22  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
11/30/22

#7

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 8, 2022 FOR THE FOLLOWING CASES:**

20-326      21-770      22-1921      22-1920      22-1891      22-1892  
22-1939      22-393

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

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

**WHEREAS**, hearings were held on November 8, 2022; and

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

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

- 1) **Case #20-326: Parcel #622-241** located at 3187 Peterson Drive: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 2) **Case #21-770: Parcel #62-42** located at 324 Manship Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 7

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

Agenda Item No. 7  
January 3, 2023  
(Dotson, Lumumba)



- 3) **Case #22-1921: Parcel #149-33** located at 0 Lewis Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 4) **Case #22-1920: Parcel #149-32** located at 0 Lewis Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 5) **Case #22-1891: Parcel #149-43** located at 1119 Lewis Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 6) **Case #22-1892: Parcel #149-36** located at 1120 Lewis Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 7) **Case #22-1939: Parcel #144-283** located at 807 Deer Park: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 8) **Case 22-393: Parcel #154-10-4** located at 1514 Deer Park Drive: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

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

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

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

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

ITEM# \_\_\_\_\_  
AGENDA \_\_\_\_\_

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/14/2022  
DATE

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

**Department of Planning and Development**  
*Community Improvement Division*

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

## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

**VIA:** Chloe Dotson  
Interim Director, Planning and Development

**FROM:** Community Improvement  
Planning and Development

**DATE:** 11/14/22

**RE:** Agenda Item

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

Thank you for your consideration.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 8, 2022 FOR THE FOLLOWING CASES: 20-326 21-770 22-1921 22-1920 22-1891 22-1892 22-1939 22-393 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

11/30/22  
Date

OFFICE OF THE CITY ATTORNEY  


#8

OFFICE OF THE CITY ATTORNEY  
JAC  
1/3/23

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

20-354	20-366	22-1402	22-1254	22-1980	22-104
21-723	21-615	22-146	22-229	22-882	22-590
22-1525	21-573	22-1433	22-796	21-1889	22-703

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

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

**WHEREAS**, hearings were held on November 22, 2022; and

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

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

- 1) **Case #20-354: Parcel #859-29** located at 3933 Lost Lake Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 2) **Case #20-366: Parcel #857-18** located at 883 McCluer Rd.: After hearing testimony from owner **Bobby S. Jones**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Bobby S. Jones** shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Agenda Item No. 8  
January 3, 2023  
(Dotson, Lumumba)

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

- 3) **Case #22-1402: Parcel #420-225** located at 1309 Geeston St.: The hearing officer heard testimony from the administrator of the estate of the property owner(s), **Sharon McKinnis**, and Attorney Marcus Williams. After hearing testimony, the hearing officer recommends that adjudication of the property as a menace to public health, safety, and welfare be held in abeyance. However, **Sharon McKinnis**, shall be afforded sixty (60) days, or until January 22, 2023, to cure. Ward 3

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

- 4) **Case #22-1254: Parcel #425-491** located at 3603 Lampton Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 5) **Case #22-1980: Parcel #425-477** located at 3610 Brame Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 6) **Case #22-104: Parcel #425-545** located at 3535 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #21-723: Parcel #425-224** located at 3737 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3



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

- 8) **Case #21-615: Parcel #522-536** located at 732 Witsell Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 9) **Case #22-146: Parcel #427-12** located at 522 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,250.00. Ward 3

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

- 10) **Case #22-229: Parcel #806-195** located at 4449 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 11) **Case #22-882: Parcel #640-153** located at 507 E. Hillsdale Dr.: After hearing testimony from **Frank Hobson**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Frank Hobson** shall be afforded seven (7) days to enter into a repair agreement, or until November 29, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 12) **Case #22-590: Parcel #308-210** located at 4245 Richmond Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 13) **Case #22-1525: Parcel #802-108** located at 6540 Franklin D. Roosevelt Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 14) **Case #21-573: Parcel #802-381** located at 6380 Abraham Lincoln Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 15) **Case #22-1433: Parcel #721-867** located at 6696 Glen Ridge Dr.: After hearing testimony from owner **Daisey Hunter**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Daisey Hunter** shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 16) **Case #22-796: Parcel #15-42** located at 1203 Pinehurst Pl.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 17) **Case #21-1889: Parcel #304-228** located at 750 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 18) **Case #22-703: Parcel #304-170** located at 770 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

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

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

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

ITEM# \_\_\_\_\_  
AGENDA \_\_\_\_\_

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/06/2022  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This is Community Improvement regular agenda for the City Council authority to clean private property.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE																																													
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	To be determined pending execution of contracts.																																													
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY IMPROVEMENT DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor Choke A. Lumumba

VIA: Chloe Dotson  
Director, Planning, and Development

FROM: Community Improvement  
Planning and Development

DATE: 11/22/22

RE: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney


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

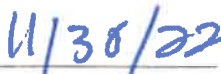
## OFFICE OF THE CITY ATTORNEY

---

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 22, 2022 FOR THE FOLLOWING CASES: 20-354 20-366 22-1402 22-1254 22-1980 22-104 21-723 21-615 22-146 22-229 22-882 22-590 22-1525 21-573 22-1433 22-796 21-1889 22-703 is legally sufficient for placement in NOVUS Agenda.

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

Kristie Metcalfe, Deputy City Attorney 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  


#9

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING VALLEY STREET  
FROM JOHN R. LYNCH STREET TO UTICA STREET TO  
ROBERT SHULER SMITH DRIVE**

WHEREAS, Attorney Robert Shuler Smith, a pillar of the community, elected official, family man, and respected business leader in Jackson, Mississippi, made his earthly transition recently; and

WHEREAS, Attorney Robert Shuler Smith, reared by loving parents, Mr. Royce M. Smith and Mrs. Lou Alice Smith, was reared under the guidance of Christian leaders and ministers. He was a graduate of Forest Hill High School and Tougaloo College. He received his Juris Doctorate Degree at St. Louis University School of Law in St. Louis, Missouri. He began his law practice at the former Smith's Supermarket owned by his grandfather, the Reverend R.L.T. Smith. He received many accolades and served the community in many capacities. He worked as a Prosecutor for the City of Jackson, and a Public Defender for Hinds County. He was elected Hinds County District Attorney in 2008, and served for twelve years. He is mourned by a close knit family, friends, co-workers and by all who knew him; and

WHEREAS, Attorney Robert Shuler Smith and his legal, business, and humanitarian efforts in the City of Jackson, Hinds County, and the State of Mississippi deserve recognition by the honorary renaming of Valley Street in his honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Valley Street from John R. Lynch Street to Utica Street in honor of Attorney Robert Shuler Smith.

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

Agenda Item No. 9  
January 3, 2023  
(Stokes)



#10

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING J.R. LYNCH STREET (FROM DALTON STREET  
TO ROSE STREET) TO DR. ROBERT "BOB" MOSES DRIVE**

WHEREAS, Dr. Robert "Bob" Moses, an internationally recognized civil rights activist, former Field Director of the Student Nonviolent Coordinating Committee and a central organizer of the 1964 Freedom Summer Project to bring students from across the United States to the south to register Black and disenfranchised voters; and, a recipient of a McArthur "genius" grant in 1982 in which he started The Algebra Project to promote math literacy in underserved communities, teaching at Lanier High School in Jackson; and

WHEREAS, Dr. Robert "Bob" Moses was recently honored with the unveiling of a mural on the COFO building on J.R. Lynch Street; and

WHEREAS, Dr. Robert "Bob" Moses' life was full and fruitful; and, he departed this life on July 25, 2021, at the age of 86. His life's work lives on and his contributions shall never be forgotten.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames J.R. Lynch Street (from Dalton Street to Rose Street) to Dr. Robert "Bob" Moses Drive.

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

Agenda Item No. 10  
January 3, 2023  
(Stokes)

#13

**ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR A COMPETITIVE ASSISTANCE TO FIREFIGHTERS GRANT FOR THE 2023 FISCAL YEAR AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT A GRANT, IF AWARDED**

RECEIVED  
CITY OF JACKSON  
JAN 11 2023

**WHEREAS**, the City of Jackson Fire Department has been granted the opportunity to apply for the Assistance to Firefighters Grant ( AFG) for the fiscal year 2023 from the United States Department of Homeland Security; and

**WHEREAS**, the deadline for submitting an application for the grant is on or before February 11, 2023; and

**WHEREAS**, the Assistance to Firefighters Grant Program helps fire departments protect communities by funding replacement of aging equipment, vehicle purchases, personnel training, radios, protective gear, tools, life-saving equipment and other resources necessary for protecting public and emergency personnel from fires and fire related hazards; and

**WHEREAS**, since 2001 AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, and other resources necessary for protecting the public and emergency personnel from fire and related hazards; and

**WHEREAS**, if awarded a grant, Jackson Fire Department intends to use the funding to purchase much needed equipment including but not limited to self-contained breathing apparatuses, carbon threaded cylinders, Bauer compressor and also provide initial training on the use of self-contained breathing apparatuses and other training related to NFPA standards; and

**WHEREAS**, the Jackson Fire Department anticipates applying for funding in the amount of one million six hundred forty-eight thousand and fifty-one dollars (\$1,648,051); and

**WHEREAS**, matching funds constituting ten percent (10%) in the amount of \$164,805.00 will be required if the Jackson Fire Department's application is approved in its entirety; and

**WHEREAS**, the Jackson Fire Department anticipates requesting that its fiscal year 2022-2023 budget be revised to transfer monies not needed in other categories to fund the match;

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to submit an application for the fiscal year 2023 Assistance to Firefighters (AFG) Grant;

**IT IS HEREBY ORDERED** that action related to the revision of the Jackson Fire Department's budget to transfer monies to fund any match required shall be addressed when and if the City receives an award from the Assistance to Firefighters Grant program and details of the transfer are known;

**IT IS FURTHERED ORDERED** that the Mayor is authorized to accept a grant from the Assistance to Firefighters Grant program if awarded.

Agenda Item No. 13  
January 3, 2023  
(Owens, Lumumba)

Office of the City Attorney

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

*[Handwritten signature]*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR A COMPETITIVE ASSISTANCE TO FIREFIGHTERS GRANT FOR THE 2023 FISCAL YEAR AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT A GRANT, IF AWARDED is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature]*

Catoria Martin

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

12/29/22

Date

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

**December 19, 2019**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR A COMPETITIVE ASSISTANCE TO FIREFIGHTERS GRANT FOR THE 2023 FISCAL YEAR AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT A GRANT, IF AWARDED ( ALL WARDS)</b>								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.								
5.	<b>Schedule (beginning date)</b>	As per grant guidelines								
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b> ■ ■ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Fire Department								
8.	<b>COST</b>	Grant Funds with ten percent (10%) matching funds required. Matching funds will come from Fire Department's FY 22-23 budget.								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	United States Department of Homeland Security/FEMA								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____

# MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor  
**From:** Willie G. Owens, Chief of Fire Department  
**Date:** December 19, 2022  
**Subject:** FY 2023 Assistance to Firefighter Grant (AFG)

---

The City of Jackson Fire Department has been granted the opportunity to apply for the 2023 Assistance to Firefighter Grant (AFG) and Implementation Program. Funds through this award will be used to purchase needed equipment for the fire department such as SCBAs, Threaded Cylinders, Training for SCBAs and Bauer Compressor. This grant purchase will aid the department in safety, health and compliance issues (NFPA). The grant implementation requires a ten percent (10%) matching funds. The matching funds will come for the Fire Department's FY 22-23 budget.

Should you have any questions or concerns, please do not hesitate to contact me.

WO/ss

#14



**ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME. (ALL WARDS)**

RECEIVED  
CITY ATTORNEY

**WHEREAS**, Section 21-19-65 of the Mississippi Code Annotated (1972), as amended, grants the governing authorities of a municipality to expend monies from the municipal general funds to match any other funds for the purpose of supporting social and community service programs including child and adult emergency shelters; and

**WHEREAS**, consistent with the provisions of Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson, Mississippi (“City”) allocated monies in its budget for the 2022-2023 fiscal year to be expended in the municipality for the development and the support of social and community service programs; and

**WHEREAS**, Stewpot Communities Services, Inc. is a public, nonprofit organization that has qualified for an exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive matching funds from the City of Jackson; and

**WHEREAS**, the City of is committed to ensuring that homeless persons are housed during severe weather periods; and

**WHEREAS**, during severe weather periods existing emergency shelters become filled to capacity and there is an overflow; and

**WHEREAS**, the City of Jackson desires to award a matching grant on a reimbursement basis, to Stewpot Community Services, Inc. for staffing the emergency shelter during severe weather periods; and

**WHEREAS**, the cost of such services will be dependent on the number of severe weather days that occur during the winter months, the cost should not exceed Fifteen Thousand Dollars (\$15,000); and

**WHEREAS**, upon award of the matching grant, the City of Jackson shall enter into a Memorandum of Understanding (“MOU”) with Stewpot Community Services, Inc. to open the Opportunity Center Day Shelter when temperatures reach 40 degrees or lower; and

**WHEREAS**, the Department of Human and Cultural Services proposes that the Mayor execute a Memorandum of Understanding containing the following provisions:

1. The Agency shall provide oversight and management of the Emergency Shelter at the Opportunity Center Day Shelter, 845 West Amite Street, Jackson, Mississippi, 39203, during severe weather periods, i.e. when temperatures reach 40 degrees or lower.
2. The Agency shall provide the City written documentation evidencing the matching

Agenda Item No. 14  
January 3, 2023  
(Kidd, Lumumba)

funds required by law. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of Stewpot written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code to cover operating costs at the Opportunity Center Day shelter when temperature reach 40 degrees or lower.
4. The City shall provide funds up to Fifteen Thousand Dollars (\$15,000.00), to the Agency, on a reimbursement and matching funds basis, for the performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a monthly basis, and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing the matching funds required by law.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
6. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
7. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.
8. The City or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement are subject to the

continued availability of funding and in contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

**IT IS, THEREFORE, ORDERED** that a matching grant, on a reimbursement basis, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) is hereby awarded to Stewpot Community Services, Inc., for the operation of an Emergency Shelter at the Opportunity Center Day Shelter during FY 2022-2023

**IT IS FURTHER ORDERED** that the Mayor is hereby authorized to execute a MOU between the City of Jackson and Stewpot Community Services, Inc. for the operation of the Emergency Shelter at Opportunity Center Day Shelter, as well as any and all documents related thereto, during the winter months of FY 2022-2023.

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

Date \_\_\_\_\_

By: Dorsey-Kidd, Lumumba.

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

11-29-2022  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	Memorandum of Understanding with Stewpot Community Services, Inc. for operation of the Opportunity Center as an emergency shelter during severe weather periods.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life								
3.	<b>Who will be affected</b>	Homeless individuals in the City of Jackson.								
4.	<b>Benefits</b>	Homeless individuals, services providers, and funding agencies.								
5.	<b>Schedule (beginning date)</b>	When signed by the Mayor.								
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Human and Cultural Services								
8.	<b>COST</b>	Not to exceed \$15,000.00								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	General Fund 001 433 00 6419								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____



## MEMO

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

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

**Date:** November 30, 2022

**Re: ORDER AUTHORIZING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER, AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES INC. FOR THE PROVISION OF THE SAME.**

---

This order authorizes the Mayor to execute a Memorandum of Understanding with Stewpot Community Services, Inc. to provide emergency shelter services during severe weather periods. The MOU would require the City to reimburse Stewpot for the wages of staff associated with operating the shelter when temperatures are 40 degrees or lower not to exceed \$15,000.

During severe weather periods the other emergency shelters in the City fill up and there is an overflow. The Opportunity Center would open to accommodate the overflow population.

If you have questions, please let me know.

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  
12/17/22  
SM  
IEY

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER, AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

**Sondra Moncure, Deputy City Attorney** 

12/14/22

**Date**

#15

**ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. (ALL WARDS)**

RECEIVED  
JAN 12 2023  
CITY ATTORNEY

**WHEREAS**, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the general fund to match other funds for the purpose of supporting social and community service programs including child and adult emergency shelters; and

**WHEREAS**, consistent with the provisions of Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson, Mississippi (“City”) allocated monies in its budget for the 2022-2023 fiscal year to be expended in the municipality for the development and the support of social and community service programs; and

**WHEREAS**, Stewpot Communities Services, Inc. is a public, nonprofit organization that has qualified for an exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive matching funds from the City of Jackson; and

**WHEREAS**, the best interest of the City of Jackson and its residents would be served by contributing matching funds to Stewpot Community Services to assist in its provision of providing shelter & other provisions for the homeless; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the Jackson City Council authorize the sum of Thirty-Five Thousand Dollars (\$35,000) to be contributed to match other funds and resources to Stewpot Community Services, Inc. to assist in providing shelter & other provisions for the homeless; and

**WHEREAS**, the Department of Human and Cultural Services proposes that the Mayor execute a Memorandum of Understanding containing the following provisions:

1. The Agency shall provide direct services to the homeless population in the City through the operation of the Opportunity House Day Shelter. The Agency may use funds to pay for support services directly related to the shelter’s operation
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

Agenda Item No. 15  
January 3, 2023  
(Kidd, Lumumba)



3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The City shall remit Thirty-Five Thousand Dollars (\$35,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Said funds shall not be released until the City receives documentation of matching funds received by the Agency in the amount of \$35,000 or greater.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
6. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract shall be utilized.
7. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this Contract. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this Contract or upon thirty (30) days' notice from the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contributions under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this Contract, the City may terminate the Contract upon giving thirty (30) days written notice to the Agency.

- 12. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
- 13. The parties agree that the provisions of this Contract shall be construed according to the laws of the State of Mississippi.
- 14. The parties agree that the provisions of this Contract constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this Contract.
- 15. The parties agree that this Contract may not be modified except upon prior written consent and agreement of the parties.
- 16. The parties agree that any and all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

**IT IS THEREFORE ORDERED** that an award not to exceed Thirty-Five Thousand Dollars (\$35,000.00) is authorized to Stewpot Community Services to provide social and community services programs under Section 21-19-65 of the Mississippi Code Annotated (1972), as amended.

**IT IS FURTHER HEREBY ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding with Stewpot Community Services to govern the award and receipt of the matching funds contributed.

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

Date \_\_\_\_\_

By: Dorsey-Kidd, Lumumba

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

11-29-2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to enter into a contract with agencies for matching funds for social services programs in the City of Jackson.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life			
3.	<b>Who will be affected</b>	Homeless individuals and the general public in the City of Jackson			
4.	<b>Benefits</b>	Homeless individuals, the general public, services providers, and funding agencies.			
5.	<b>Schedule (beginning date)</b>	When signed by Mayor			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Human and Cultural Services Department			
8.	<b>COST</b>	35,000.00			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	General Fund 001 433 00 6742			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

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

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

**Date:** November 30, 2022

**Re: ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH STEWPOT COMMUNITY SERVICES INC. FOR MATCHING FUNDS FOR SOCIAL SERVICES PROGRAMS IN THE CITY OF JACKSON.**

---

This order authorizes the Mayor to enter into a contract authorizing the award of \$35,000 to Stewpot Community Services Inc. in support of the provisions of support services for Opportunity Center Day Shelter.

If you have questions, please let me know.

Office of the City Attorney

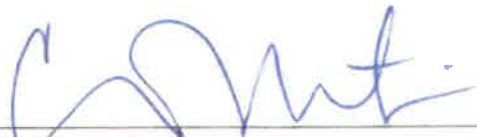
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
12/14/22  
A.M.

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

12/14/22

Date

#16



**ORDER AUTHORIZING THE REVISION OF THE 2022-2023 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FUNDS FROM THE OTHER PROFESSIONAL SERVICES CATEGORY TO THE HEAVY EQUIPMENT CATEGORY AND THE TRUCK AND AUTO CATEGORY IN THE AMOUNT OF \$134,244.00 FOR THE PURCHASE OF TWO (2) SERVICE TRUCKS AND ONE (1) ROLLER MOWER (WARDS 1-7) (HARRIS, LUMUMBA)**

**WHEREAS**, Section 21-35-27 of the Mississippi Code authorizes the governing authorities of a municipality to transfer at any time during the fiscal year sums remaining and not needed in any fund or account to funds or accounts where needed by order to such effect entered upon their minutes; and

**WHEREAS**, the Department of Parks and Recreation has identified in the Other Professional Services Account 005-501.10-6419 the sum of \$134,244.00, which will not be needed for the 2022-2023 budget year; and

**WHEREAS**, the funds not needed in the Other Professional Services Account are needed in the Heavy Equipment Account # 005-504.10-6415 and the Truck and Auto Account # 005-504.10-6916; and

**WHEREAS**, the funds are needed in the stated Heavy Equipment Account and the Truck and Auto Accounts for the purchase of two (2) service trucks and one (1) roller mower; and

**WHEREAS**, transferring the sum of \$134,244.00 to the accounts in the manner specified below serves the best interest of the City:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Other Professional Services Category Account: 005-501.10-6419		Heavy Equipment Category Account: 005-504.10-6415	\$45,272.00
		Truck and Auto Category Account: 005-504.10-6916	\$88,972.00
		<b>Total Funds Transfer Request</b>	<b>\$134,244.00</b>

**WHEREAS**, the Department of Finance and Administration represented to the Department of Parks and Recreation and the Office of the City Attorney that the proposed amendment results in a transfer among *categories* within Fund 5 and do not exceed 10 percent; and

**WHEREAS**, the proposed amendment does not require publication because it does not exceed 10 percent of the funds within Fund 5 for the Department of Parks and Recreation; and

**WHEREAS**, the best interest of the City of Jackson would be served by revising the municipal budget and authorizing the transfer of the sum of \$134,244.00 from the Other Professional Services Account to the Heavy Equipment and Truck and Auto accounts as indicated;

Agenda Item No. 16  
 January 3, 2023  
 (Harris, Lumumba)

**IT IS THEREFORE ORDERED** that the sum of \$45,272.00 may be transferred from the Other Professional Services Account 005-501.10-6419 to the Heavy Equipment Account 005-504.10-6415.

**IT IS THEREFORE ORDERED** that the sum of \$88,972.00 may be transferred from the Other Professional Services Account 005-501.10-6419 to the Truck and Auto Account 005-504.10-6916.

**IT IS THEREFORE ORDERED** that the budget transfers authorized in this Order shall not be construed as authorizing the procurement of any equipment or vehicles without adhering to purchasing laws.

OFFICE  
*Harvey Stone*  
THE CITY ATTORNEY

<b>ITEM NO.:</b>	
<b>DATE:</b>	

**(HARRIS, LUMUBA)**



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/28/2022

	<b>P O I N T S</b>	<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to revise the 2022/2023 Fiscal Year Budget for the City of Jackson, Department of Parks and Recreation, to transfer funds from the Other Professional Services Category to the Heavy Equipment Category and the Truck and Auto Category, in the amount of \$134,244.00 to purchase two (2) service trucks and one (1) roller mower
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7. Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson, Mississippi
4.	<b>Benefits</b>	To enhance the beauty within the City of Jackson, MS
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval
6.	<b>Location:</b> § WARD § CITYWIDE ( <u>yes</u> or no) (area) § Project limits if applicable	Citywide
7.	<b>Action implemented by:</b> § City Department <input type="checkbox"/> § Consultant <input type="checkbox"/>	Department of Parks & Recreation
8.	<b>COST</b>	One-Hundred Thirty-Four Thousand Two-Hundred Forty-Four Dollars (\$134,244.00)
9.	<b>Source of Funding</b> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other <input type="checkbox"/>	<b>FROM: Other Professional Services Category</b>  <b>TO: Heavy Equipment Category and Truck and Auto Category</b>
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A <input checked="" type="checkbox"/> AABE _____ %      WAIVER    yes _____ no _____      N/A <input checked="" type="checkbox"/> WBE _____ %      WAIVER    yes _____ no _____      N/A <input checked="" type="checkbox"/> HBE _____ %      WAIVER    yes _____ no _____      N/A <input checked="" type="checkbox"/> NABE _____ %      WAIVER    yes _____ no _____      N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE REVISION OF THE 2022-2023 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FUNDS FROM THE OTHER PROFESSIONAL SERVICES CATEGORY TO THE HEAVY EQUIPMENT CATEGORY AND THE TRUCK AND AUTO CATEGORY IN THE AMOUNT OF \$134,244.00 FOR THE PURCHASE OF TWO SERVICE TRUCKS AND ONE ROLLER MOWER** has been reviewed by me and is legally sufficient for adoption by the governing authorities.

*[Handwritten signature]*  
\_\_\_\_\_

**CATORI MARTIN**

12/28/22  
DATE

*[Handwritten signature]*  
\_\_\_\_\_

**CARRIE JOHNSON**  
Deputy City Attorney

12/19/2022  
DATE

#17

*Handwritten signature*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH FOR A PERIOD OF ONE (1) YEAR COMMENCING FROM THE DATE OF EXECUTION BY THE MAYOR (WARD 5) (HARRIS, LUMUMBA)**

WHEREAS, the City of Jackson, on behalf of the Jackson Zoological Park with the Department of Parks and Recreation desires to retain All About Animals, Inc., to ensure veterinarian care and medicine services for animals located at the Jackson Zoological Park;; and

WHEREAS, All About Animals, Inc., is a veterinary clinic owned and operated by licensed veterinarians Dr. Michael and Rebecca Holifield, who practice veterinarian care and medicine in the State of Mississippi; and

WHEREAS, All About Animals, Inc., will provide veterinary care and medicine weekly and/or when necessary, to animals at the Jackson Zoological Park located at 2918 West Capitol Street Jackson, Mississippi 39213; and

WHEREAS, All About Animals, Inc. will provide veterinary care to the City of Jackson Zoological Park for a sum of Two-Thousand and Seven Hundred (\$2,700.00) Dollars a month; and

WHEREAS, All About Animals, Inc. will provide said drugs that (cannot be ordered by Jackson Zoological personnel within a certain timeframe) are needed for animals at the wholesale price, which will be ordered and invoiced to the City of Jackson, Mississippi; and

WHEREAS, The City of Jackson will afford All About Animals, Inc. the use of any facilities at the Jackson Zoological Park for various medical treatments and/or any surgical operations needed for any of the animals, in the said Jackson Zoological Park. In addition, All About Animals, Inc. agrees to furnish any and all extra help for the said purpose, with no additional cost to the City of Jackson, Mississippi; and

WHEREAS, The City of Jackson, Mississippi agrees to allow employees to assist with veterinary care provided by All About Animals, Inc. with animals housed at the Jackson Zoological Park. Through this agreement, it is understood that the City of Jackson, Mississippi Jackson Zoological Park employees are under the veterinarian direction for the purpose of those duties; and

WHEREAS, if/ when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular procedures, All About Animals, Inc. will take said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi; and

WHEREAS, All About Animals, Inc. agrees to furnish the best professional services in the treatment of the animals in the Jackson Zoological Park, all for the consideration herein set forth; 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

Agenda Item No. 17  
January 3, 2023  
(Harris, Lumumba)

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**, All About Animals, Inc. agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. All About Animals, Inc. agrees to review the animals and determine any treatment measures, if needed for the animals with the Animal Curator and/ or the Veterinarian Technician of the Jackson Zoological Park; and

**WHEREAS**, All About Animals, Inc. agrees to provide professional support from a Veterinarian. Examples of support needed includes: husbandry needs, exhibit needs, keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.; and

**WHEREAS**, All About Animals, Inc., agrees to have a veterinarian on call 24 hours a day to provide any needed medical assistance for the animals located in the Jackson Zoological Park, included but not limited to various medical and/or surgical services; and

**IT IS, THEREFORE, ORDERED**, veterinary services are authorized to be provided by All About Animals, Inc. for a period of one (1) year commencing from the date of execution by the Mayor of the City of Jackson, for the continuous care of animals at the Jackson Zoological Park; and

**IT IS FURTHER ORDERED**, that the City is hereby authorized to make payments to All About Animals, Inc., in the amount of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month for licensed veterinary care of animals located at the Jackson Zoological Park.

(HARRIS, LUMUMBA)

Item No.:	
Date:	

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

DATE: November 9, 2022

POINTS		COMMENTS									
<b>1.</b>	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute an agreement with All About Animals, Inc., to provide veterinary care and medicine to all animals located at the Jackson Zoological Park for the sum of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month for a period of one (1) year commencing from the date of execution by the Mayor.									
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life									
<b>3.</b>	<b>Who will be affected</b>	All animals at the Jackson Zoo.									
<b>4.</b>	<b>Benefits</b>	To ensure continuous care of veterinary care of all animals at the Jackson Zoo.									
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon City Council approval.									
<b>6.</b>	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Wards 5  No									
<b>7.</b>	<b>Action implemented by:</b> § City Department <input type="checkbox"/> § Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks and Recreation.									
<b>8.</b>	<b>COST</b>	Two Thousand Seven Hundred Dollars (\$2,700.00) per month									
<b>9.</b>	<b>Source of Funding</b> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other <input type="checkbox"/>	Account: 390-498.00-6419									
<b>10.</b>	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A

**All About Animals, Inc.**

**Veterinary Contract for the Jackson Zoological Park**

This Agreement is entered into between the *City of Jackson, Mississippi*, a municipal corporation, hereinafter call "City", and *All About Animals, Inc.*, a veterinary clinic owned and operated by Dr. Michael and Rebecca Holifield, who are Licensed Veterinarian(s) in the State of Mississippi.

1. The City of Jackson, Mississippi on behalf of the Jackson Zoological Park with the Department of Parks and Recreation agrees to contract with All About Animals, Inc. for the purpose of providing licensed veterinary care in the State of Mississippi.
2. All About Animals, Inc., is a veterinary clinic owned and operated by Licensed Veterinarians Dr. Michael and Dr. Rebecca Holifield, who practice veterinary care and medicine in the State of Mississippi.
3. All About Animals, Inc., will provide veterinary care and medicine weekly and/or when necessary, to animals at the Jackson Zoological Park located at 2918 West Capitol Street Jackson, Mississippi 39213.
4. All About Animals, Inc. will provide veterinary care to the City of Jackson Zoological Park for a sum of Two-Thousand and Seven Hundred (\$2,700.00) Dollars a month.
5. All About Animals, Inc. will provide said drugs (that cannot be ordered by Jackson Zoological personnel within a certain timeframe) that are needed for animals at the wholesale price, which will be ordered and invoiced to the City of Jackson, Mississippi.
6. The City of Jackson will afford All About Animals, Inc. the use of any facilities at the Jackson Zoological Park for various medical treatments and/or any surgical operations needed for any of the animals, in the said Jackson Zoological Park. In addition, All About Animals, Inc. agrees to furnish any and all extra help for the said purpose, with no additional cost to the City of Jackson, Mississippi.
7. The City of Jackson agrees to allow employees to assist with veterinary care provided by All About Animals, Inc. with animals housed at the Jackson Zoological Park. Through this agreement, it is understood that the City of Jackson, Mississippi Jackson Zoological Park employees are under the veterinarian direction for the purpose of those duties.
8. If/ when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular procedures, All About Animals, Inc. will take said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi.

9. All About Animals, Inc. agrees to furnish the best professional services in the treatment of the animals in the Jackson Zoological Park, all for the consideration herein set forth.
10. All About Animals, Inc. agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. All About Animals, Inc. agrees to review the animals and determine any treatment measures, if needed for the animals with the Animal Curator and/ or the Veterinarian Technician of the Jackson Zoological Park.
11. All About Animals, Inc. agrees to provide professional support from a Veterinarian. Examples of support needed includes: husbandry needs, exhibit needs, keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.
12. All About Animals, Inc., agrees to have a veterinarian on call 24 hours a day to provide any needed medical assistance for the animals located in the Jackson Zoological Park, included but not limited to various medical and/or surgical services.
13. In event, a controlled substance is administered by any personnel of the Jackson Zoological Park without the direction and/or presence of All About Animals, Inc.- Dr. Michael and/or Rebecca Holifield (as permitted by law); the City of Jackson, Mississippi will not hold All About Animals, Inc. or any related staff accountable against any claim with the said animal.
14. All About Animals, Inc. shall provide proof of insurance (both general liability and professional liability) to the City of Jackson, Mississippi. All About Animals, Inc. agrees to hold harmless, defend and indemnify the City from and against any claims made against the City of Jackson, Mississippi Zoological Park, which are based in whole or in part on the acts or omission of the Veterinarian.
15. This Agreement may be terminated by either party upon giving ninety (90) days written notice to the other party, prior to the end of the initial term or any renewal term, in the event of default hereunder or in the event that the City of Jackson, Mississippi – the Jackson Zoological Park is sold or operations are transferred to another entity.
16. All About Animals, Inc. is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement. No third party beneficiary relationship shall be construed as being created by virtue of the parties' Agreement.
17. The recitals are incorporated into the Agreement and also bind the parties.
18. The effective date of the Agreement shall be entered into for a period of one (1) year commencing from the date of execution by the Mayor of the City of Jackson, Mississippi.



IN WITNESS WHEREOF, each person signing below represents that he has been duly authorized to execute the Agreement on behalf of the parties cited:

ALL ABOUT ANIMALS, INC.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
Dr. Michael Holifield, Owner/Veterinarian  
of All About Animals, Inc.  
Dept.

\_\_\_\_\_  
Ison B. Harris, Jr. Director  
of City of Jackson- Parks & Recreation

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

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

\_\_\_\_\_  
Chokwe A. Lumuba, Mayor  
of City of Jackson

Date Executed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Angela Harris, City Clerk

(SEAL)

#18

OFFICE OF THE CITY ATTORNEY  
*[Signature]*  
1/1/2023

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low moderate-income persons and special needs populations across the country; and

**WHEREAS**, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of one million eight hundred seventy-one thousand nine hundred eighty-two dollars (\$1,871,982.00); and

**WHEREAS**, the Coronavirus Aid Relief and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020, in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to small business enterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed six hundred thousand dollars (\$600,000.00), in the City of Jackson, beginning December 1, 2022, through July 31, 2023; and

Agenda Item No. 18  
January 3, 2023  
(Dotson, Lumumba)

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG-CV CARES Act funds in amounts not to exceed six hundred thousand dollars (\$600,000.00), beginning December 5, 2022, through July 31, 2023, to provide grants to small business enterprises in the City of Jackson.

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

**11/8/22**

	POINTS	COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANTS AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS (CARES ACT) FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	5. Economic Development
3.	<b>Who will be affected</b>	Eligible small business enterprises in the City of Jackson
4.	<b>Benefits</b>	To provide CDBG-CV (CARES ACT) funding for eligible economic development activities.
5.	<b>Schedule (beginning date)</b>	December 1, 2022
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes or no) (area)</b> <b>Project limits if applicable</b>	All Wards
7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> <b>City Department</b> <input type="checkbox"/> <b>Consultant</b>	Office of Economic Development
8.	<b>COST</b>	\$600,000.00
9.	<b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input checked="" type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	CDBG-CV (CARES ACT) Funds
10.	<b>EBO participation</b>	<b>ABE</b> ___ % <b>WAIVER</b> yes ___ no ___ <b>N/A</b> <input checked="" type="checkbox"/> <b>AABE</b> ___ % <b>WAIVER</b> yes ___ no ___ <b>N/A</b> <input checked="" type="checkbox"/> <b>WBE</b> ___ % <b>WAIVER</b> yes ___ no ___ <b>N/A</b> <input checked="" type="checkbox"/> <b>HBE</b> ___ % <b>WAIVER</b> yes ___ no ___ <b>N/A</b> <input checked="" type="checkbox"/> <b>NABE</b> ___ % <b>WAIVER</b> yes ___ no ___ <b>N/A</b> <input checked="" type="checkbox"/>

**DEPARTMENT OF PLANNING  
AND DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

**FROM:** Chloe Dotson, Interim Director  
Department of Planning and Development

**DATE:** November 8, 2022

**RE:** Agenda Item November 22, 2022, City Council Meeting

The attached agenda item authorizes the Mayor to enter into Grant Agreements expending Community Development Block Grant (CDBG-CV) Coronavirus (CARES ACT) funding to prepare, prevent, and respond to the COVID-19 Pandemic for Small Business Enterprises in the city of Jackson.

**cc:** Yika Hoover, Interim Deputy Director, Office of Economic Development  
Valerie Tucker, Deputy Director, Office of Housing and Community Development

Office of the City Attorney

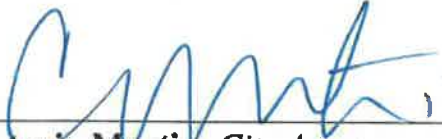

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY  
11/20/22

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**  
**Kristie Metcalfe, Deputy City Attorney** 

  
\_\_\_\_\_  
**Date**

**Small Business Relief Assistance Grant Agreement**

*07 2023*

**THIS AGREEMENT** entered into on \_\_\_\_\_, 2022 by and between the **City of Jackson, Mississippi**, (hereinafter referred to as the "Grantor") and \_\_\_\_\_ (hereinafter referred to as the "Grantee"), a \_\_\_\_\_ (Form of Business Ownership) authorized to do business in the State of Mississippi, having its principal offices at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the Grantor has applied for and received funds from the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

**WHEREAS**, the Grantor, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Relief Assistance Grant Program Policies and Procedures, desires to provide CDBG-CV funds to Small Business Enterprises (SBEs) who are suffering financially as a result of the COVID-19 pandemic;

**WHEREAS**, the Grantee has submitted to the Grantor an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic;

**WHEREAS**, the Grantor has determined that the Project meets the conditions of the federal regulations governing the CDBG Program as well as the conditions set forth in the Grantor's 2022 Small Business Relief Assistance Grant Program description and desires to assist the Grantee;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter set forth, it is agreed as follows:

**PART I DEFINITION AND PURPOSE**

**A. DEFINITIONS**

- 1) "GRANTOR" means CITY OF JACKSON, MISSISSIPPI - GOVERNMENT
- 2) "GRANTEE" means SMALL BUSINESS ENTERPRISES
- 3) "HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 4) "CDBG-CV" means the Community Development Block Grant Program – COVID-19.
- 5) Full-Time Equivalent (FTEs) means an employee working at least 40 hours weekly.



**B. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Grantee will implement the Scope of Services set forth within this Agreement. Financial assistance provided under this Agreement will help businesses survive this health crisis. The Community Development Block Grant National Objective of assistance to low-to-moderate (LMI) persons will be achieved as grants to retain jobs that would have otherwise been lost and/or the Community Development Block Grant National Objective that the business is located in a Low to Moderate Area (LMA) area that benefits a residential neighborhood. Consistent therewith, the above-stated Whereas Clauses are restated, adopted, and made a part hereof.

**PART II  
SCOPE OF SERVICES, ELIGIBLE ACTIVITIES AND NATIONAL  
OBJECTIVE**

**A. SCOPE OF SERVICES**

The Grantee shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

**B. ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 6 months' expenses related to maintaining operations of a small business experiencing a negative financial impact due to the COVID-19 pandemic. Eligible months are March 1, 2022, through September 30, 2022. Eligible expenses are limited to actual amounts incurred and include:
- Reimbursement for up to six (6) months of rent or mortgage payments. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business
- Utilities for the business (Electricity, Natural Gas)

The maximum request is limited to \$16,640, and the minimum is limited to \$1,000.

The Grantee certifies that it will meet the CDBG National Objective that the business will benefit low-to-moderate (LMI) persons and will be achieved as grants to retain jobs otherwise lost.

The Grantee certifies that it will meet the CDBG National Objective of Benefiting Low-to-Moderate Income (LMI) Persons by retaining a minimum of one permanent full-time equivalent job to be held by an LMI person that qualifies under the Job Retention category of the LMI Benefit National Objective.

In accordance with HUD-provided guidance, any job that pays annual wages or salary equal to or less than the HUD 80% income limits for a single-person household for Jackson is considered to meet the requirements of a job retained for an LMI household.

**PART III GRANT TERMS, TIME OF PERFORMANCE, DISBURSEMENT,  
(SEDGP) 2022**

## CONDITIONS OF FUNDING, AND DEFAULT

### A. GRANT AMOUNT

The Grantor agrees to grant on a reimbursement basis to the Grantee the amount of \_\_\_\_\_ (the "Grant") of CDBG-CV funds for payment of eligible costs associated with the Project, as outlined in the Scope of Services, Exhibit "A." In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

### TIME OF PERFORMANCE

The effective date of this Agreement and all the rights and duties designated hereunder are contingent upon the timely release of funds for this Project under the grant agreement between HUD and the Grantor. The effective date of expenditures incurred shall be March 1, 2022, and remain full force and effective through September 30, 2022. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored that pre-date/post-date the effective dates above.

The effective date for job retention shall be the date of this Agreement, and remain in full force and effect for three months. The Grantee must provide the Grantor with proof of at least one full-time equivalent (FTE) job retained during this period. The person who retains the job must be a low-moderate-income person. For purposes of this Agreement, the person who retains the job will be considered income qualified if the salary paid for this full-time equivalent job does not exceed \$16,640 annually, the income limit for a single-person household.

For jobs that pay more than the income limit for a single-person household, and if the job retained is held by a low-moderate income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Jackson, Mississippi MSA.

The Grantee must complete an Initial Payroll Report provided by the Grantor for their employees as of the date of this Grant Agreement. At the end of the three months, the Grantee must submit a payroll report for their employees that shows three months of payroll.

### B. DISBURSEMENT OF GRANT FUNDS

Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and Grantor guidelines. In no event shall the Grantor provide advance funding to the Grantee hereunder.

The Grantee shall submit to the Grantor a maximum of two invoices; one invoice after the grant commitment and one final invoice after completion of job retention for a minimum of 90 days from the date of the grant agreement requesting disbursement in accordance with the grant commitment. Requests for disbursement of Grant funds shall be submitted via email to [thoover@jacksonms.gov](mailto:thoover@jacksonms.gov) and accompanied by an Invoice Cover Sheet (Exhibit "B") attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document via [thoover@jacksonms.gov](mailto:thoover@jacksonms.gov).

Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to Grantor and reviewed and subject to approval by Grantor to verify that the funds have been expended

**(SEDGP) 2022**

in conformity with the Agreement. As part of the review process, Grantor reserves the right to request reasonable documentation as determined by Grantor, which shall be provided by Grantee as a prior condition of disbursement.

Upon grant approval, Grantor will process for payment of the approved amount. Invoices will normally be paid within forty-five (45) days following GRANTOR'S final approval.

**C. CONDITIONS OF GRANT**

The obligation of the Grantor to disburse Grant proceeds under this Agreement is subject to the following:

- 1) That the Grantee has the full power and authority to execute, deliver and perform the Grant Program Agreement, and to enter into and carry out the transactions contemplated thereby. Such execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Grantee and will not conflict with or result in a default under any agreement or instrument to which the Grantee is a party to or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have, by proper action, been duly authorized, executed, and delivered, and all necessary actions have been taken to constitute the Grant Program Agreement valid and binding obligations of the Grantee.
- 2) That the representations and warranties of the Grantee are correct and that the Grantee agrees to immediately refund to the Grantor all monies paid to it under the Program if it is determined by Grantor that any material misrepresentation was made by or on behalf of the Grantee which would have rendered the Grantee ineligible to receive the Grant.
- 3) That the Grantee shall implement this Agreement in accordance with the applicable Federal, State, and local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and local laws, ordinances, and codes are minimal regulations that may be supplemented by more restrictive guidelines set forth by Grantor.
- 4) That the Grantee has not been convicted of a felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
- 5) That there are no actions, suits or proceedings pending or threatened against or affecting the Grantee, if adversely determined, would individually or in the aggregate materially impair the ability of the Grantee to perform any of its obligations under the Grant Program Agreement or adversely affect the financial condition of the Grantee. Grantee must notify within seven (7) business days of any such actions, suits, or proceedings pending or threatened against or affecting the Grantee.
- 6) That the Grantee is not in default under any of the Grant Program Agreement or the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event has occurred which by notice, or passage of time or otherwise would constitute any such event of default.

- 7) That the Grantee shall abide by the stipulations, conditions, and covenants of this Agreement, and shall duly pay all rent, taxes, assessments, insurance premiums, and other liabilities.
- 8) That the Grant funds shall only be used for the reimbursement of eligible costs as described in Exhibit "A" of this Agreement. Grantee shall maintain such records as are necessary and convenient for the Grantor to verify that the use of the Grant is in accordance with this Agreement.
- 9) That the Grantee shall obtain and provide to the Grantor a valid DUNS (Data Universal Numbering System) number from Dun and Bradstreet, as required by the United States Office of Management and Budget prior to executing this Agreement.
- 10) That the Grantee shall obtain and provide to the Grantor a valid completed W9 form.
- 11) That disbursement will be contingent upon receipt of complete and accurate invoices and supporting documentation pursuant to the Agreement.
- 12) That the Grantee shall comply with all requirements imposed on the Grantor under its CDBGCV Agreement including, without limitation, the requirements of 24 CFR Part 570 and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
- 13) That the Grantee shall give prompt notice in writing to the Grantor of any adverse development, legal, financial, or otherwise, which would materially affect its business, properties, or affairs or the ability of the Grantee to perform its obligations under this Agreement. Grantee must notify Grantor within seven (7) working days of any such adverse development; legal, financial, or otherwise.
- 14) That the Grantee shall not change the general character of its business as conducted or conceived of at the date hereof, engage in any type of business not reasonably related to its business as normally conducted, or relocate the business outside the approved program area.
- 15) That the business certifies that disbursements from this grant will not duplicate any funding from Federal programs (PPP or SBA), State of Mississippi programs, or any other COVID-19 related funding programs.

**D. DEFAULT**

Each of the following shall be an "Event of Default":

- 1) Any representation or warranty made by the Grantee in the application herein or any other Grant Program Agreement or connection herewith shall prove incorrect in any material respect when made.
- 2) Grantee fails to maintain a business or services that were described in the application.
- 3) Grantee fails to maintain all required documents current that was initially submitted at the

time of application and approved by the Grantor.

- 4) Grantee ceases to operate the business before the end of the Grant term.
- 5) Grantee fails to perform or observe any other terms or conditions contained in this Agreement.
- 6) Grantee fails to abide by program rules and regulations.
- 7) An un-remedied adverse change in financial condition, organization, management, operation, or assets of Grantee which would warrant withholding or not making any further disbursements.
- 8) Grantee fails to notify the Grantor of adverse changes or impending litigation.

#### **E. REMEDIES FOR DEFAULT OF THE GRANT**

In the event of a Default by the Grantee, the Grantor may at any time thereafter terminate this Agreement. In such event, the Grantor will declare the Grant immediately due and payable, at which time all sums paid to the Grantee shall immediately become due and payable. Grantor shall promptly advise Grantee in writing of the acceleration under this paragraph, but failure to do so shall not impair the effect of such declaration.

### **PART IV GENERAL CONDITIONS**

#### **A. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

In carrying out the project, the Grantee shall not based on race, color, disability, national origin, religion, familial status, or sex, exclude any person from the benefits of or subject any persons to discrimination under any activity carried out by the performance of this Agreement.

#### **B. EVALUATION AND MONITORING**

The Grantee agrees that Grantor will carry out periodic monitoring and evaluation activities, as determined necessary by Grantor, during the term of this Agreement. Upon GRANTOR request, the Grantee agrees to furnish and make copies of such records and information as is determined necessary by Grantor. Additionally, the Grantee shall submit the information required by GRANTOR and HUD to enable Grantor to evaluate said progress and to enable GRANTOR to complete reports required by HUD. The Grantee shall allow Grantor and HUD to monitor the Grantee on site. Such site visits may be scheduled or unscheduled as determined by GRANTOR or HUD.

#### **C. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the Grantor, City of Jackson, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Grantee to Grantor, the Grantor, HUD, or the Comptroller General of the United States for examination all its records with respect to all matters covered by the Agreement.

#### D. INDEMNIFICATION

The Grantee shall protect, defend, reimburse, indemnify and hold the Grantor, its agents, employee, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement or due to the acts or omissions of the Grantee. The Grantee's aforesaid indemnity and hold harmless obligation, or portion of applications thereof, shall apply to the fullest extent permitted by law. The Grantee further agrees to hold the Grantor harmless and will indemnify the Grantor for any funds which the Grantor is obligated to refund the Federal Government arising out of the conduct, any activities, and administration of the Grantee.

#### E. INSURANCE REQUIREMENT

The Grantee must carry liability and property insurance. If, for any reason, Grantee defaults on insurance payments, Grantor must be notified within three (3) working days. Grantee must maintain insurance throughout the duration of the Grant term. If not all funds are immediately due and payable in accordance with the termination for cause section.

#### F. CONFLICT OF INTEREST

The Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict with any manner or degree with the performance of this Agreement and that no person having any conflict of interest will be employed by or subcontracted by the Grantee. Any possible conflict of interest on the part of the Grantee or its employees shall be disclosed in writing to Grantor.

#### G. TERMINATION

The Grantor may terminate this Agreement at any time for cause or convenience upon written notice to the Grantee. In the event of early termination, the Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Agreement by the Grantee, and the Grantor may withhold any payment to the Grantee for set-off purposes until such time as the exact amount of damages due to the Grantor from the Grantee is determined.

##### 1) TERMINATION FOR CAUSE

If, through any cause, Grantee shall fail to fulfill in the timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Grantor shall thereupon have the right to terminate this Agreement early or suspend payments, in whole or part, by giving written notice of such termination or suspension of payments and specifying the effective date of the termination or suspension. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

##### 2) TERMINATION DUE TO CESSATION

In the event the grant to the Grantor under Title I of the Housing and Community Development Act of 1974 (as amended) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is suspended or terminated, the Agreement shall be suspended

**(SEDGP) 2022**

or terminated effective on the date HUD specifies.

In the event the business ceases to exist or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the Grantor specifies. The determination that the Grantee has ceased or suspended the operation of its business shall be made solely by the Grantor, and the Grantee, its successors, or assigns in interest agrees to be bound by the Grantor's determination. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

**3) TERMINATION FOR CONVENIENCE OF THE GRANTOR**

The Grantor may terminate this Agreement at any time by giving at least ten (10) working days' notice in writing from the Grantor to the Grantee. If this Agreement is terminated early by the Grantor as provided herein, the Grantee will be reimbursed for allowable expenses until the effective date of the termination.

**4) TERMINATION FOR CONVENIENCE OF THE GRANTEE**

The Grantee may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to Grantor. If the Grantee has received funds through this Agreement, the Grantee shall return all funds to the Grantor prior to the termination of this Agreement.

**H. SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**AMENDMENTS**

The Grantor may, at its discretion, amend this Agreement to conform to changes in Federal, State, local, or HUD guidelines, directives, and objectives. Such Amendments shall be incorporated by written amendment as part of this Agreement.

**I. NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, electronic mail, or other delivery service requiring signed acceptance. Such notice shall be deemed given on the day on which it personally served, if by mail, on the day of actual receipt, or by electronic mail, on the day it was sent. Grantees are required to check emails regularly. If sent to the Grantor, notices shall be addressed to:

City of Jackson  
Department of Planning & Development  
Office of Economic Development  
200 S President St, Ste 223  
Jackson, MS 39213

If sent to the Grantee, notices shall be addressed to:

Name of Owner Business

Name Address

Email

**J. NO FORFEITURE**

The rights of the Grantor under this Agreement shall be cumulative, and failure on the part of the Grantor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

**K. ENTIRETY OF CONTRACTURAL AGREEMENT**

The Grantor and Grantee agree that this Agreement sets forth the entire Agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

**L. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**M. NON ASSIGNABILITY**

Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

**N. ATTORNEY'S FEES**

Should Grantor successfully bring any manner of legal action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantor in bringing or defending such an action, through and including all appeals.

**O. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

**P. LEGAL COUNSEL**

Grantee is encouraged to seek the advice of Grantee's legal counsel prior to entering into this Agreement.



**Q. PUBLIC DISCLOSURE**

Information provided by the Grantee may be subject to public disclosure.

**F. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue for any action shall be in Jackson, Mississippi.

Failure to comply with the above-mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, violation of the policies and procedures governing the CARES ACT: Economic Development Component, or violation of any and all applicable federal and state laws and regulations, will result in the termination of the Contract and the demand for repayment of any grant funds.

IN WITNESS WHEREOF, this Contract is executed by the Parties hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2021. *2022 / 2023*

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXX,  
MAYOR

**BUSINESS:**

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXX,  
OWNER

**ATTEST:**

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXX,  
City Clerk

**WITNESSES:**

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
WITNESS

## EXHIBIT "A" SCOPE OF SERVICES

### ELIGIBLE ACTIVITIES:

- Reimbursement for expenses related to maintaining operations of a small business experiencing a negative financial impact due to the COVID-19 pandemic for up to 6 months. Eligible months are March 1, 2022, through September 30, 2022. Eligible expenses are limited to actual amounts incurred and include:
- Reimbursement for up to six (6) months of rent or mortgage payments. Applicants must not be delinquent on rent.
- Staff Salaries for the business
- Utilities for the business to include telephone expenses

The maximum request is limited to \$16,640, and the minimum request is limited to \$1,000.

**EXHIBIT "B"**

**INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS OF THE  
SMALL BUSINESS RELIEF ASSISTANCE GRANT PROGRAM**

Program Participant Business Name: \_\_\_\_\_

Invoice period from March 1, 2022 to September 30, 2022

Category of Requested Item	Amount Requested

Total Amount Approved:
Total Amount of First Check:

Submitted by Business Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Total Amount Requested:
-------------------------



#19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC., TO REIMBURSE IT FOR DEVELOPMENT AND PROMOTION OF A LITTER PREVENTION PROGRAM AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2022**

**WHEREAS**, in 1984, Keep Jackson Beautiful, Inc., the local sponsor for the Keep America Beautiful System, partnered with the City of Jackson to develop and promote litter prevention programs and activities; and

**WHEREAS**, on April 14, 2008, Governor Barbour approved House Bill 1545 which amended Chapter 966, Local and Private Laws of 1999, as amended by Chapter 922, Local and Private Laws of 2004, as amended by Chapter 902, Local and Private Laws of 2008, as amended by Chapter 908, Local and Private Laws of 2012, as amended by Chapter 904, Local and Private Laws of 2016, which was reenacted and amended during the 2022 Regular Session of the Mississippi Legislature and signed by the Governor, authorizing the City of Jackson to contract with Keep Jackson Beautiful, Inc., for litter prevention services and to expend an amount not to exceed \$60,000.00 annually, through calendar year 2026, for said services; and

**WHEREAS**, the City Council budgeted \$40,000.00 for payment during Fiscal Year 2023 to be paid as the City's authorization during calendar year 2022; and

**WHEREAS**, the staff recommends that the City of Jackson enter into an agreement with Keep Jackson Beautiful, Inc., to develop and promote the litter prevention and beautification program for calendar year 2022.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the agreement and related documents with Keep Jackson Beautiful, Inc., reimbursing Keep Jackson Beautiful, Inc. for its 2022 calendar year program in the City of Jackson.

**IT IS FURTHER ORDERED** that payments in the amounts of \$40,000.00 be made to Keep Jackson Beautiful, Inc., for said services for calendar year 2022.

Agenda Item No. 19  
January 3, 2023  
(Wright, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 15, 2022

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC., TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2022 (ALL WARDS)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement
3.	<b>Who will be affected</b>	<b>City of Jackson residents</b>
4.	<b>Benefits</b>	The beautification of areas within the City through the volunteer efforts of agencies, organizations, clubs and schools organized by Keep Jackson Beautiful.
5.	<b>Schedule (beginning date)</b>	
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes or no)(area)</b> <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> <b>City Department</b> <b>Consultant</b>	The Solid Waste Division
8.	<b>COST</b>	<b>\$40,000.00</b>
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	Solid Waste Enterprise Fund/ 009.455.10.6712
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A ___ AABE _____%      WAIVER    yes ___ no ___      N/A ___ WBE _____%      WAIVER    yes ___ no ___      N/A ___ HBE _____%      WAIVER    yes ___ no ___      N/A ___ NABE _____%      WAIVER    yes ___ no ___      N/A ___

Office of the City Attorney


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

**OFFICE OF THE CITY ATTORNEY**

---

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC., TO REIMBURSE IT FOR DEVELOPMENT AND PROMOTION OF A LITTER PREVENTION PROGRAM AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2022 is legally sufficient for placement in NOVUS Agenda.

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

12/29/22  
DATE



MISSISSIPPI LEGISLATURE

2022 Regular Session

To: Local and Private

By: Senator(s) Norwood, Blount, Horhn, Frazier, Michel

## Senate Bill 2980

*(As Passed the Senate)*

AN ACT TO REENACT AND AMEND CHAPTER 966, LOCAL AND PRIVATE LAWS OF 1999, AS LAST AMENDED BY CHAPTER 904, LOCAL AND PRIVATE LAWS OF 2016, TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, TO CONTINUE TO PAY KEEP JACKSON BEAUTIFUL, INC., FOR ITS SERVICES IN REGARD TO A LITTER PREVENTION PROGRAM THROUGH CALENDAR YEAR 2026; TO RAISE THE AUTHORIZED AMOUNT FROM \$40,000.00 TO \$60,000.00; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF

MISSISSIPPI:

**SECTION 1.** Chapter 966, Local and Private Laws of 1999, as amended by Chapter 922, Local and Private Laws of 2004, as amended by Chapter 902, Local and Private Laws of 2008, as amended by Chapter 908, Local and Private Laws of 2012, as amended by Chapter 904, Local and Private Laws of 2016, is reenacted and amended as follows:

Section 1. The governing authorities of the City of Jackson, Mississippi, in their discretion, may contract with Keep Jackson Beautiful, Inc., to implement and maintain a program of litter prevention within the municipality and may expend an amount not to exceed \* \* \* Sixty Thousand Dollars (\$60,000.00) annually from any available source through calendar year \* \* \* 2026.

**SECTION 2.** This act shall take effect and be in force from and after its passage.

#20

**ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON GREYMONT STREET AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION**

**WHEREAS**, a sanitary sewer line that runs under Greymont Street collapsed resulting in sewer backing up into businesses on High Street; and

**WHEREAS**, due to the severity of the failures, the City of Jackson needed to hire a contractor to replace the failed segment of sewer line; and

**WHEREAS**, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract was executed with Delta Constructors, Inc. for an amount not to exceed \$269,398.00, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Delta Constructors, Inc. for an amount not to exceed \$269,398.00 for sanitary sewer repair work on Greymont Street is ratified.

**IT IS, FURTHER, ORDERED** that the Mayor is authorized to execute Change Order #1/Final to the contract of Delta Constructors, Inc. for emergency sanitary sewer repair work at Greymont Street and authorize final payment in the amount of \$268,939.95 to Delta Constructors, Inc.

**IT IS, FURTHER, ORDERED** that the Municipal Clerk publish the Notice of Completion for the emergency sanitary sewer repair work on Greymont Street.

Agenda Item No. 20  
January 3, 2023  
(Wright, Lumumba)

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

**December 28, 2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON GREYMONT STREET (WARD 7)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Residents on the City sewer system in and around Greymont Street
4.	<b>Benefits</b>	Replacement of a failed sewer line on Greymont Street
5.	<b>Schedule (beginning date)</b>	Ratification upon Council approval
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Greymont Street (Ward 7)
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Contract Cost: \$269,398.00 Final Cost: \$268,939.95
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372  372 52290 6824
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Robert Lee, P.E., City Engineer  
**CC:** Louis Wright, Chief Administrative Officer  
**Date:** December 28, 2022  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Delta Constructors, Inc. for sanitary sewer repair work on Greymont Street. A sanitary sewer line on Greymont Street that collected sewer from businesses on Hugh Street collapsed causing sanitary sewer to back up into businesses. In order to remedy a situation of raw sewage backing up into businesses and endangering the health and safety of the public, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to two companies for sealed quotes. The quote of Delta Constructors, Inc. in an amount not to exceed \$269,398.00 was the lower of the two quotes. This agenda item ratifies the contract and also approved final payment in the amount of \$268,939.95

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


Office of the City Attorney

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 A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON GREYMONT STREET AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION is legally sufficient for placement in NOVUS Agenda.**

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

12/29/02  
\_\_\_\_\_  
Date

PERIODIC ESTIMATE PERIOD:  
 PERIODIC ESTIMATE NO.:

4444 City of Jackson  
 AUGUST 31, 2022  
 NO 1

PROJECT: Greymont Street Sewer Main Replacement

ITEM	DESCRIPTION	CONTRACT	QTY.	UM	U P	CONTRACT	QTY.	QTY.	QTY.	EARNED	EARNED	EARNED	EARNED
						AMOUNT	THIS PERIOD	PRE. PERIOD	TO DATE	THIS PERIOD	PREVIOUS PERIOD	TO DATE	TO DATE
1	MOBILIZATION												
2	EXCESS EXCAVATION LVM		1	LS		\$74,500.00	1	0	1	\$74,500.00	\$0.00	\$0.00	\$74,500.00
3	SAWCUTTING OF ASPHALT PAVEMENT		730	CY		\$14,800.00	695	0	695	\$13,900.00	\$0.00	\$0.00	\$13,900.00
4	PAVEMENT REMOVAL		160	LF		\$2,560.00	345	0	345	\$5,520.00	\$0.00	\$0.00	\$5,520.00
5	10" PVC SDR26 SEWER MAIN (12'-14" DEPTH)		162	SY		\$39.00	109	0	109	\$4,251.00	\$0.00	\$0.00	\$4,251.00
6	CONNECTION TO EXISTING SEWER MAIN		140	LF		\$190.00	140	0	140	\$26,600.00	\$0.00	\$0.00	\$26,600.00
7	UNDERCUT LVM		2	EA		\$2,500.00	2	0	2	\$5,000.00	\$0.00	\$0.00	\$5,000.00
8	SELECT BACKFILL MATERIAL LVM		10	DAY		\$1,200.00	12	0	12	\$14,400.00	\$0.00	\$0.00	\$14,400.00
9	610 CRUSHED LIMESTONE		25	CY		\$625.00	50	0	50	\$1,250.00	\$0.00	\$0.00	\$1,250.00
10	BASE COURSE ASPHALT (4" TH)		730	CY		\$35.00	98	0	98	\$3,430.00	\$0.00	\$0.00	\$3,430.00
11	CASE COURSE ASPHALT (2" TH)		105	TON		\$8,925.00	381	0	381	\$32,385.00	\$0.00	\$0.00	\$32,385.00
12	SURFACE COURSE ASPHALT (2" TH)		36	TON		\$330.00	38	0	38	\$12,540.00	\$0.00	\$0.00	\$12,540.00
14	MAINTENANCE OF TRAFFIC		18	TON		\$380.00	16	0	16	\$6,080.00	\$0.00	\$0.00	\$6,080.00
15	CONTINGENCY ALLOWANCE (\$25,000.00)		1	LS		\$30,000.00	1	0	1	\$30,000.00	\$0.00	\$0.00	\$30,000.00
16	TV & HEAVY CLEANING 8" SEWER MAIN		1	LS		\$20,000.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
	Contract Total		2	DAY		\$24,000.00	3	0	3	\$36,000.00	\$0.00	\$0.00	\$36,000.00
17	REPLACE CONCRETE DRIVEWAY		17	SY		\$185.00	1667	0	1667	\$3,083.95	\$0.00	\$0.00	\$3,083.95

TOTAL PROJECT

\$272,481.95

CONTRACTOR:  
 EITA CONSTRUCTORS INC.

BY: 

Remit:  
 Debra Constructors, Inc.  
 PO Box 9545  
 Jackson, MS 39286

DATE: September 2, 2022

RECOMMENDED FOR PAYMENT

BY: _____	TOTAL EARNED-REGULAR WORK	\$268,939.95
DATE: _____	ADD FOR STORED MATERIALS	\$0.00
	SUBTOTAL	\$268,939.95
	RETAINAGE @ 0.5%	0.00
	SUBTOTAL	\$268,939.95
	LESS PREVIOUS ESTIMATES	\$0.00
	NET AMOUNT DUE ESTIMATE	\$268,939.95



BOND NUMBER **80C205235**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

### CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

TO OWNER:  
*(Name and address)*  
City of Jackson, Mississippi

219 South President Street  
Jackson, MS 39201

PROJECT:  
*(Name and address)*  
Greymont Street Sewer Main Replacement  
City of Jackson, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR  
Sewer main replacement

CONTRACT DATED:

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

The Ohio Casualty Insurance Company  
62 Maple Ave  
Keene, New Hampshire 03431

SURETY.

on bond of  
*(Insert name and address of Contractor)*

Delta Constructors Inc  
PO Box 9545  
Jackson, MS 39286

CONTRACTOR.

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

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 6, 2022  
*(Insert in writing the month followed by the numeric date and year.)*

The Ohio Casualty Insurance Company  
*(Surety)*

*(Signature of authorized representative)*

Attest:  
  
Jodie Thomas



William D. Horne, Jr., Attorney-in-fact & Mississippi Resident Agent  
*(Printed name and title)*





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Paula R. Wells; Renee Lynette Martin, Tina Meyers, Walter B. Wellington, William D. Horne, III; William D Horne, Jr

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



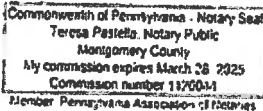
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September, 2022



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, loan, letter of credit, currency rate, interest, or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## TERM BID WORK ORDER

This Contract made this the 19th day of June, 2022 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta constructors, Inc. doing business as a corporation located in Flowood, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Greymont Street Sewer Main Replacement, BEING more completely described in the Contract Documents.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within three (3) calendar days after the date of the Letter from Director committing to payment for the work ("Commitment Letter") and will complete the same as expeditiously possible.
3. The term "CONTRACT DOCUMENTS" means and includes 2020 Term Bid of CONTRACTOR, CONTRACTOR'S cost estimate, including the CONTRACTOR'S EBO Plan, Term Bid Work Order, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, and Commitment Letter.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Term Bid Work Order in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of Mississippi and the Ordinances of the City of Jackson, for which the OWNER agrees to pay and the CONTRACTOR agrees to accept a sum of money in equal to the total value of the work complete in place, computed by multiplying quantities of each item of work by the 2020 Term Bid unit prices thereof. The CONTRACTOR agrees to accept a sum of money in force accounts for extra work authorized and performed, which is equal to the sum of Two Hundred Sixty-Nine Thousand Three Hundred (\$269,398.00), in full compensation for furnishing all materials contemplated under the Term Bid Work Order, as well as arising out of the nature of the work, or the action of the work, or unforeseen obstructions or difficulties that may be encountered in the performance of this Term Bid Work Order.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Term Bid Work Order as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Term Bid Work Order.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Supplements and Amendments to the General Provisions.
7. Any covenant promises and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds, or insurance contracts or agreements.
8. Attached hereto and made a part of this Term Bid Work Order is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Two Hundred Sixty-Nine Thousand Three Hundred Ninety-Eight Dollars (\$269,398.00).
9. Attached hereto and made a part of this Term Bid Work Order is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of <sup>CPM</sup> ~~Two Hundred Sixty-Nine Thousand Three Hundred Ninety-Eight Dollars~~ (\$269,398.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Term Bid Work Order, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Term Bid Work Order may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Term Bid Work Order shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBES, and ABES) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted, and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.
  - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

- g. Adoption of the Equal Business Opportunity Plan submitted with this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly a report on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the completion of the work performed under in this agreement.
18. The CONTRACTOR further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance.
  - b. Withholding of all future payments under the involved project until it is determined that the CONTRACTOR is in compliance.
  - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein.
  - d. Cancellation of the eligible project.
19. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of page left blank intentionally)

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Term Bid Work Order in \_\_\_\_ ( ) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Delta Constructors, Inc.  
CONTRACTOR

BY  *CM*  
Mayor

By:   
Joe H Campbell, President

ATTEST   
City Clerk

ATTES   
Andrew L Coleman

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, Andrew J Coleman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Term Bid Work Order; that Joe H Campbell, who signed said Term Bid Work Order on behalf of the CONTRACTOR was then President of said Corporation; that said Term Bid Work Order was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires:

Notary Seal



**Liberty Mutual.**  
SURETY

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Delta Constructors, Inc  
PO Box 9545  
Jackson, MS 39286

**SURETY:**  
*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
62 Maple Avenue  
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

**Mailing Address for Notices**  
Liberty Mutual Surety Claims  
P.O. Box 34526  
Seattle, WA 98124

### CONSTRUCTION CONTRACT

Date: *June 19, 2022*  
Amount: \$269,398.00

Description:  
*(Name and location)*

Greymont Street Sewer Main Replacement  
City of Jackson, MS

### BOND

Date: *June 20, 2022*  
*(Not earlier than Construction Contract Date)*

Amount: \$269,398.00

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*  
Delta Constructors Inc.

### SURETY

Company: *(Corporate Seal)*  
The Ohio Casualty Insurance Company

Signature: *[Signature]*  
Name and Title: Joe H. Campbell, President

Signature: *[Signature]*  
Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

### AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

### OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party)*



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth does hereby name, constitute and appoint, Paula R. Wells; Raneé Lynette Martin; Tina Meyers; Walter B. Wellington; William D. Horne, III; William D. Horne, Jr

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2022



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email PSUR@libertymutual.com.



**Liberty Mutual**  
SURETY

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Delta Constructors, Inc  
PO Box 9545  
Jackson, MS 39286

**SURETY:**  
*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
62 Maple Avenue  
Keene, New Hampshire 03431

**Mailing Address for Notices**

Liberty Mutual Surety Claims  
P.O. Box 34526  
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

**CONSTRUCTION CONTRACT**

Date: June 19, 2022  
Amount: \$269,398.00

Description:  
*(Name and location)*  
Greymont Street Sewer Main Replacement  
City of Jackson, MS

**BOND**  
Date: June 20, 2022  
*(Not earlier than Construction Contract Date)*  
Amount: \$269,398.00

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Delta Constructors Inc.

**SURETY**  
Company: *(Corporate Seal)*  
The Ohio Casualty Insurance Company

Signature: [Signature]  
Name and Title: Joe H. Campbell, President

Signature: [Signature]  
Name and Title: William D. Horne III, Attorney-in-Fact & Mississippi Resident Agent

*(Any additional signatures appear on the last page of this Payment Bond.)*  
*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Arthur J. Gallagher Risk Management Services, Inc.

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics' lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Paula R. Wells; Renee Lynette Martin; Tina Meyers; Walter B. Wellington; William D. Horne, III; William D. Horne, Jr.

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

**I. REQUEST**

Currently, a situation is ongoing near the intersection of High Street and Greymont Avenue where a sanitary sewer has collapsed. Despite repeated attempt to clear the sanitary sewer line and restore flow, any relief has been momentary. Prior to the installation of a bypass pump at the location, the sanitary sewer overflow from a manhole was flowing directly into a ditch that flows to the end of High Street to a large pump station used for flood control. When the height in the drainage ditch leading to the pump station reaches a certain height, this mixture of raw sewage and rainfall runoff is pumped directly into the Pearl River.

In addition to the hazard to human health and the environment caused by this SSO, several of the businesses upstream from the sanitary sewer collapse were required to rent porta-potties for several months in order to provide bathrooms to their employees and customers. Due to these concerns, I am asking that you request that the Mayor invoke the emergency procurement process to contract for the repairs to the sewer collection system in the vicinity of the High Street and Greymont Avenue.

I do not currently have a repair estimate, but intend to use the City's allotment of the Infrastructure Modernization Tax to pay for these repairs.

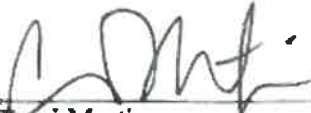
Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to make repairs to the sanitary sewer line in the vicinity of High Street and Greymont Avenue that is causing a sanitary sewer overflow, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Mary D. Carter, Deputy Director, Water-Sewer Operations. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

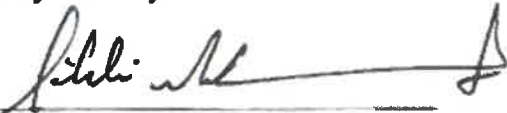
  
\_\_\_\_\_  
Marlin King  
Director, Department of Public Works

6/14/22  
\_\_\_\_\_  
DATE

**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
Torri Martin  
City Attorney

6/15/22  
DATE

  
\_\_\_\_\_  
Fidelis Malembeka  
Chief Financial Officer

06/14/2022  
DATE

  
\_\_\_\_\_  
Louis Wright  
Chief Administrative Officer

6/14/2022  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine that the collapse of a sewer line in the vicinity of High Street and Greymont Avenue constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the sanitary sewer line in the vicinity of High Street and Greymont Avenue that is causing a sanitary sewer overflow is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective June 15, 2022.

  
\_\_\_\_\_  
CHOKWE A. LUMUMBA  
Mayor

6/15/2022  
DATE

Department of Public Works



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## **MEMORANDUM**

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

**FROM:** Mary D. Carter, Deputy Director, Water-Sewer Operations

**RE:** Emergency Procurement of Construction to Repair a Sewer Line in the Vicinity of Woodland Circle

**DATE:** June 14, 2022

Currently, a situation is ongoing near the intersection of High Street and Greymont Avenue where a sanitary sewer has collapsed. Despite repeated attempt to clear the sanitary sewer line and restore flow, any relief has been momentary. Prior to the installation of a bypass pump at the location, the sanitary sewer overflow from a manhole was flowing directly into a ditch that flows to the end of High Street to a large pump station used for flood control. When the height in the drainage ditch leading to the pump station reaches a certain height, this mixture of raw sewage and rainfall runoff is pumped directly into the Pearl River.

In addition to the hazard to human health and the environment caused by this SSO, several of the businesses upstream from the sanitary sewer collapse were required to rent porta-potties for several months in order to provide bathrooms to their employees and customers. Due to these concerns, I am asking that you request that the Mayor invoke the emergency procurement process to contract for the repairs to the sewer collection system in the vicinity of the High Street and Greymont Avenue.

I do not currently have a repair estimate, but intend to use the City's allotment of the Infrastructure Modernization Tax to pay for these repairs.

Please let me know if you have any questions.