

**SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, FEBRUARY 3, 2023 2:00 P.M.**

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:00 p.m. Thursday, February 2, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Resolution of the City Council of Jackson, Mississippi opposing House Bill 1020. (2) Order authorizing the Mayor to execute a Professional Architecture Agreement with Canizaro Cawthon Davis, a Professional Association for City of Jackson Arts Center Emergency Repairs Project. (3) Order amending the December 20, 2022 Order of the Jackson City Council authorizing the revision of the Department of Public Works Solid Waste Division Fiscal Year 2022-2023 Budget to transfer funds from Tipping Fees and Tractors Trailers and Heavy Equipment to other Professional Services category in the amount of \$600,000.00 for a Litter Pickup contract and a Chipping and Grinding contract. The meeting was convened in the Council Chambers located at 219 S. President Street at 2:00 p.m. on February 3, 2023 being the first Friday 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, Council Vice President, Ward 2; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Louis Wright, Chief Administrative Officer; Shanekia Mosley-Jordan, Clerk of the Council; Victor Allen, Chief Deputy Clerk of the Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3, Brian C. Grizzell, Ward 4 and Virgi Lindsay, Ward 7.

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

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
OPPOSING HOUSE BILL 1020.**

WHEREAS, if enacted into law, Mississippi House Bill 1020 would deprive local residents of their constitutional right to elect a judge or such representative; and

WHEREAS, Article VI, Section 153 of the Constitution of the State of Mississippi provides the judges of the circuit and chancery courts shall be elected by the people and serve four-year terms; and

WHEREAS, the number of circuit and chancery courts in Hinds County are based on the districts created pursuant to Article VI, Section 152 of the Mississippi Constitution, according to its population, the number of cases filed and other appropriate data; and

WHEREAS, Article VI, Section 156 of the Constitution of the State of Mississippi states, the circuit court shall have original jurisdiction in all matters civil and criminal in this state not vested by the Mississippi Constitution in some other court, and such appellate jurisdiction as shall be prescribed by law; and

WHEREAS, Article VI, Section 159 of the Constitution of the State of Mississippi states, the chancery court shall have full jurisdiction in the following matters and cases, viz.: All matters in equity; Divorce and alimony; Matters testamentary and of administration; Minor's business; Cases of idiocy, lunacy, and persons of unsound mind; All cases of which the said court had jurisdiction under the laws in force when the Mississippi Constitution was put in operation; and

WHEREAS, the passage of House Bill 1020 would usurp from the citizens of Jackson, Mississippi their constitutional right to elect qualified circuit and chancery judges to oversee matters in Hinds County according to the Mississippi Constitution; and

WHEREAS, the City Council of Jackson, Mississippi understands, respects and supports the constitutional right of the citizens of Jackson to vote and elect judicial representatives.

BE IT RESOLVED that the City Council of Jackson, Mississippi, finds that Mississippi House Bill 1020 is unconstitutional and would deprive the citizens of Jackson of their right to elect judges according to the Mississippi Constitution.

NOW, THEREFORE, BE IT RESOLVED that the City of Council of Jackson, Mississippi opposes House Bill 1020, and respectfully urges the Mississippi State Legislature, as well as Governor Tate Reeves to oppose the passage of House Bill 1020 and any similar amendments or legislation.

BE IT FURTHER RESOLVED that a copy of this resolution shall be presented to the Hinds County delegation of the Mississippi State Legislature, the Mississippi Speaker of the House, Lt. Governor of the State of Mississippi and the Governor of the State of Mississippi.

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

President Foote recognized **David Blount, Mississippi Senator**, who expressed gratitude to the Council for the resolution.

President Foote recognized **Vice President Lee** who moved; seconded by **Council Member Banks**, to include in the BE IT FURTHER RESOLVED paragraph, "and 122 copies are made and hand-delivered to every member of the House." After a thorough discussion, **Vice President Lee** moved; seconded by **Council Member Banks** to modify the current amendment to include in the BE IT FURTHER RESOLVED paragraph, "and 174 copies are made and hand-delivered to every member of the House and Senate." The motion prevailed by the following votes:

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

President Foote recommended an amendment in the NOW THEREFORE BE IT RESOLVED paragraph to remove "of" from 'City of Council' to read as follows: "**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Jackson, Mississippi opposes House Bill 1020, and respectfully urges the Mississippi State Legislature, as well as Governor Tate Reeves to oppose the passage of House Bill 1020 and any similar amendments or legislation."

Council Member Banks moved; seconded by **Council Member Hartley** to amend said order to reflect the changes as stated by **President Foote**. The motion prevailed by the following vote:

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

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

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
OPPOSING HOUSE BILL 1020.**

WHEREAS, if enacted into law, Mississippi House Bill 1020 would deprive local residents of their constitutional right to elect a judge or such representative; and

WHEREAS, Article VI, Section 153 of the Constitution of the State of Mississippi provides the judges of the circuit and chancery courts shall be elected by the people and serve four-year terms; and

WHEREAS, the number of circuit and chancery courts in Hinds County are based on the districts created pursuant to Article VI, Section 152 of the Mississippi Constitution, according to its population, the number of cases filed and other appropriate data; and

WHEREAS, Article VI, Section 156 of the Constitution of the State of Mississippi states, the circuit court shall have original jurisdiction in all matters civil and criminal in this state not vested by the Mississippi Constitution in some other court, and such appellate jurisdiction as shall be prescribed by law; and

WHEREAS, Article VI, Section 159 of the Constitution of the State of Mississippi states, the chancery court shall have full jurisdiction in the following matters and cases, viz.: All matters in equity; Divorce and alimony; Matters testamentary and of administration; Minor's business; Cases of idiocy, lunacy, and persons of unsound mind; All cases of which the said court had jurisdiction under the laws in force when the Mississippi Constitution was put in operation; and

WHEREAS, the passage of House Bill 1020 would usurp from the citizens of Jackson, Mississippi their constitutional right to elect qualified circuit and chancery judges to oversee matters in Hinds County according to the Mississippi Constitution; and

WHEREAS, the City Council of Jackson, Mississippi understands, respects and supports the constitutional right of the citizens of Jackson to vote and elect judicial representatives.

BE IT RESOLVED that the City Council of Jackson, Mississippi, finds that Mississippi House Bill 1020 is unconstitutional and would deprive the citizens of Jackson of their right to elect judges according to the Mississippi Constitution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi opposes House Bill 1020, and respectfully urges the Mississippi State Legislature, as well as Governor Tate Reeves to oppose the passage of House Bill 1020 and any similar amendments or legislation.

BE IT FURTHER RESOLVED that a copy of this resolution shall be presented to the Hinds County delegation of the Mississippi State Legislature, the Mississippi Speaker of the House, Lt. Governor of the State of Mississippi and the Governor of the State of Mississippi and 174 copies are made and hand-delivered to every member of the House and Senate.

Yeas – Banks, Foote, Hartley and Lee.

Nays – None.

Absent – Grizzell, Lindsay and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ARCHITECTURE AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT.

WHEREAS, the City of Jackson desires to engage the services of an architecture firm for the assessment of and design of repairs to the City of Jackson Arts Center; and

WHEREAS, the City Engineer is recommending Canizaro Cawthon Davis, A Professional Association for this project; and

WHEREAS, the proposal of Canizaro Cawthon Davis is to assist the City of Jackson in emergency repairs to the Arts Center of Mississippi which may include design services for facility evaluation, interior space planning, finish selection, interior and exterior repairs, HVAC , plumbing, electrical and lighting repairs/replacements, with the scope of Basic Services to include evaluation, design documents, construction documents, and construction administration; and

WHEREAS, the scope of the project will be developed during the Schematic Design Phase of the Agreement with the work being provided on multiple projects and rewarded to General Contractors on an emergency basis.; and

WHEREAS, the Basic Services to be provided under the Agreement are as follows:

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval of the Design Development Documents with comments.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of quoting bidding, including quotes bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include quote bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining quotes either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding Quotes

§ 3.5.2.1 Bidding Quote Documents shall consist of pricing bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding pricing the Project by:

.1 facilitating the distribution of Bidding Pricing Documents to prospective Contractors. bidders;

.2 organizing and conducting a pre-pricing conference for prospective Contractors. bidders;

.3 preparing responses to questions from prospective Contractor's bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders Contractors in the form of addenda; and,

.4 organizing and conducting the opening of the quotes bids, and subsequently documenting and distributing the quote bidding results, as directed by the Owner.

§ 3.5.2.3 If the Quote Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective Contractors. bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as revised by the owner. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the

accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds

indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance; and

WHEREAS, because the actual scope of work for the design of the project and its size and complexity are unknown at this point, Canizaro Cawthon Davis will perform the services under the Agreement on an hourly rate basis at the following rates:

Employee or Category	Rate (\$0.00)
Architect Principal	\$225/hour
Architectural Project Manager	\$125/hour
Interior Designer	\$100/hour
Intern Architect	\$85/hour
Mechanical/HVAC Principal	\$185/hour
Mechanical/HVAC Engineer	\$130/hour
Electrical Principal	\$185/hour
Senior CAD Operator	\$90/hour
Clerical	\$65/hour

and

WHEREAS, the following expenses incurred in performing the Services will be reimbursable:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; as requested by Owner.;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied on professional services and on reimbursable expenses;
9. Mileage at the prevailing rate (as stated on the IRS Website 2023 (or most recently available) Standard Mileage Rates for Business, Medical, and Moving Announced); and

WHEREAS, the costs incurred in the performance of these Services, including the hourly rate work and reimbursable expenses shall not exceed \$75,000.00 without formally amending the Agreement prior to incurring additional costs.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an professional services agreement with Canizaro Cawthon Davis, A Professional Association for the assessment and emergency repairs to the City of Jackson Arts Center including the customary terms in the AIA Document B101—2017 and the scope of work set forth above for an amount not to exceed \$210,000.00 without formally amending the agreement prior to incurring additional costs.

Council Member Lee who moved adoption; Council Member Banks seconded:

President Foote recognized Terry Williamson, Legal Counsel, who provided a brief overview of said item.

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

Yeas – Banks, Foote, Hartley and Lee.

Nays – None.

**SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, FEBRUARY 3, 2023 2:00 P.M.**

Absent – Grizzell, Lindsay and Stokes.

ORDER AMENDING THE DECEMBER 20, 2022 ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE REVISION OF THE DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION FISCAL YEAR 2022-2023 BUDGET TO TRANSFER FUNDS FROM TIPPING FEES AND TRACTORS TRAILERS AND HEAVY EQUIPMENT TO OTHER PROFESSIONAL SERVICES CATEGORY IN THE AMOUNT OF \$600,000.00 FOR A LITTER PICKUP CONTRACT AND A CHIPPING AND GRINDING CONTRACT.

WHEREAS, the City Council passed an Order approving the revision of the Department of Public Works Solid Waste Division's budget on Tuesday, December 20, 2022; and

WHEREAS, the Order approved by the City Council contained an incorrect account number; and

WHEREAS, the Order approved by the City Council listed the account number for Tractor Trailers and Heavy Equipment as 009-455.10.6426, which was incorrect; and

WHEREAS, the correct account number for the Tractor Trailer and Heavy Equipment category is 009-506.10.6872; and

009-455.10.6426 (Tipping Fees)	\$300,000.00
009-506.10.6872 (Tractor/Trailer, Heavy Equip.)	\$300,000.00
009-506.10-6419 (Other Professional Services)	\$600,000.00

IT IS, THEREFORE, ORDERED that the December 20, 2022 Order of the Jackson City Council which authorized the revision of the Department of Public Works Solid Waste Division budget shall be amended and the budget revision shall be as follows:

To/From	Fund/Account Number	Amount
From:	009-455.10.6426	\$300,000.00
To:	009-506.10-6419	\$300,000.00
From:	009-506.10.6872	\$300,000.00
To:	009-506.10-6419	\$300,000.00

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

Yeas – Banks, Foote, Hartley and Lee.

Nays – None.

Absent – Grizzell, Lindsay and Stokes.

There came on for Discussion, Agenda Item No. 4:

DISCUSSION: ARTS CENTER AND OTHER CITY FACILITIES: President Foote stated said item was discussed in Agenda Item No. 2.

There came on for Discussion, Agenda Item No. 5:

DISCUSSION: HOLDING FACILITY: President Foote recognized **James Davis, Chief of Police of the Jackson Police Department**, who referred to **George Jimerson, Captain of Support Services of the Jackson Police Department**, who stated that a walk-through will be done on Friday, February 3, 2023 with the Facility Services Manager, Leroy Lee. The issues that the holding facility is facing are pipes freezing and bursting

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once water is passed through the third floor which appears to be working at this time and once the facility is occupied the usage of pipes will correct itself. **Mr. Jimerson**, stated that the building is old and upgrades are needed and suggested that the City put it to use to find out what repairs are needed. **President Foote** recognized **Catoria Martin, City Attorney**, who stated that the City of Jackson will be responsible for maintenance on the building and she suggested that the City Council should schedule a walk-through to see the condition of the building.

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on February 14, 2023. At 2:33 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Masley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 2/28/2023
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

Angela Harris
CITY CLERK
