

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 April 25, 2023, being the fourth 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; 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: Kenneth Stokes, Ward 3.

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

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The invocation was offered by **Dr. David Strain of First Presbyterian Church of Jackson**.

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

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APPROVAL OF THE MARCH 30, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

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APPROVAL OF THE MARCH 30, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

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APPROVAL OF THE APRIL 1, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-818 – 3150 TOUGALOO STREET – \$1,200.00.

WHEREAS, on September 13, 2022, the Jackson City Council approved a 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 following an administrative hearing held on August 9, 2022 for Case #CE-21-818 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3150 Tougaloo St. and

WHEREAS, Triarc Management Services LLC, submitted the lowest bid of \$1,200.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Triarc Management Services LLC. through its representative, Stacey Stowers, has agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 3150 Tougaloo St. in an amount not to exceed \$1,200.00; and

WHEREAS, Triarc Management Services LLC. has a principal office located at 644 E. Rhinewalt Rd. Lena, MS 39094, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Triarc Management Services, LLC upon receipt of a written Notice to Proceed, to cut vegetation and remedy conditions on the property located at 3150 Tougaloo St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,200.00 shall be paid to Triarc Management Services, LLC upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITYLANDSCAPE & LAWN MAINTENANCE INC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE- 21-1333 306 FORD AVE. – \$1,247.00.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.**

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WHEREAS, on July 5, 2022, the Jackson City Council approved a 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 following an administrative hearing held on June 14, 2022 for Case #CE-21-1333 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 306 Ford Ave.; and

WHEREAS, Quality Landscape and Lawn Maintenance Inc. submitted the lowest bid of \$1,247.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Quality Landscape and Lawn Maintenance Inc. through its representative, Quinton Kelly, has agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 306 Ford Ave. in an amount not to exceed \$1,247.00; and

WHEREAS, Quality Landscape and Lawn Maintenance Inc. has a principal office located at 133 Park Circle, Jackson, MS 39212, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Quality Landscape & Lawn Maintenance Inc., upon receipt of a written Notice to Proceed, to cut vegetation and remedy conditions on the property located at 306 Ford Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,247.00 shall be paid to Quality Landscape and Lawn Maintenance upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

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There came on for consideration Agenda Item No. 8:

ORDER APPROVING CLAIMS NUMBER 28732 to 28745 APPEARING AT PAGES 394 TO 400 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$3,590,283.99 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF. President Foote stated said item would be taken up in Executive Session.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28732 TO 28745 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28732 to 28745 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$97,109.37 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

| FROM: | TO ACCOUNTS PAYABLE FUND | TO PAYROLL FUND |
|--------------------------------|---|--------------------------------|
| GENERAL FUND | | 2,269,483.16 |
| PARKS & RECR FUND | | 102,077.39 |
| LANDFILL FUND | | 18,418.22 |
| SENIOR AIDES | | 3,440.23 |
| WATER/SEWER OPER & MAINT | | 186,238.52 |
| PAYROLL | 97,109.37 | |
| HOUSING COMM DEV | | 8,506.36 |
| TITLE III AGING PROGRAMS | | 5,974.20 |
| TRANSPORTATION FUND | | 18,213.44 |
| PEG ACCESS-PROGRAMMING FUND | | 5,465.01 |
| 2020 SAKI GRAND DOJ | | 7,405.71 |
| ZOOLOGICAL PARK | | 28,745.96 |
| AMERICAN RESCUE PLAN ACT 2021 | | 10,427.45 |
| NLC-MUNICIPAL REIMAGINING COMM | | 3,627.77 |
| TOTAL | | \$2,668,023.42 |

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

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

Nays – None.

Absent – Stokes.

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RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM OF MISSISSIPPI'S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MUNICIAPL RETIREMENT SYSTEM.

WHEREAS, the City of Jackson, Mississippi, participates in the Mississippi Municipal Retirement System and maintains a fund known as the "City Employee Retirement Fund, which is for the benefit of certain city employees: and

WHEREAS, under the City of Jackson's retirement plan, retired participants and beneficiaries currently receiving benefits receive a cost-of-living increase, which is funded through taxes levied on assessed properties; and

WHEREAS, the Board of Trustees for the Public Employee's Retirement System of Mississippi (PERS) will provide the City of Jackson with the cost-of-living increases that is authorized by Section 21-29-247(2) and (3) of the Mississippi Code Annotated, as amended, to the persons authorized and entitled to receive them, after the following conditions are met:

- (a) the governing authority of any municipality must adopt a resolution to provide for the cost-of-living increases, and transmit the resolution to the Board of Trustees; and
- (b) the advisory board on the disability and relief fund must adopt a resolution supporting the providing of the cost-of-living increase and transmit the resolution to the Board of Trustees and
- (c) the Board of Trustees must receive the resolutions from the governing authorities and the advisory board and receive the most recent actuarial study of the disability and relief fund and the certified statement from the actuarial firm that the disability and relief fund will remain actuarially sound if the cost-of-living increases are provided; and

WHEREAS, according to the PERS Report of the Annual Valuation Covering the Participation of the City of Jackson in the Mississippi Municipal Retirement Systems prepared as of June 30, 2022, the millage rate is established at a level that will ensure actuarial soundness of the system; and

WHEREAS, according to the valuation report, the City of Jackson's current millage rate for fiscal year ending September 30, 2023, is less than the certified rate for the fiscal year ending September 30, 2024, under the funding policy; and

WHEREAS, the City of Jackson is required to increase its current millage rate to the certified millage rate for fiscal year ending September 30, 2024, which is 3.15; and

WHEREAS, the governing authorities for the City of Jackson, Mississippi, adopt the certified millage rate of 3.15 for assessed property and authorizes the Department of the Municipal Clerk to provide this resolution to the Board of Trustees for the Public Employee's Retirement System of Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, that the City will establish a millage rate of no less than 3.15 mills, consistent with that certified by the PERS Actuarial Valuation for Fiscal Year 2024 beginning October 1, 2023, and that the Board of Trustees of the Public Employees' Retirement System of Mississippi is hereby directed to pay all of those persons receiving an allowance from said fund.

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, 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.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BY AND BETWEEN BUSINESS SYSTEMS & CONSULTANTS, INC. AND THE CITY OF JACKSON, MISSISSIPPI FOR DOCUMENT SCANNING SERVICES FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY.

WHEREAS, the Municipal Clerk solicited quotes from two (2) to provide digital conversion of paper documents to electronic records for the City of Jackson; and

WHEREAS, the Municipal Clerk requested quotes for scanning services of approximately 400,000 documents, which includes picking up the boxes of documents, scanning images, document preparation, and shredding of documents after scanning; and

WHEREAS, Business Systems & Consultants, Inc., and Vital Records Control submitted quotes for the above-referenced services; and

WHEREAS, Business Systems & Consultants, Inc. submitted to lowest and best quote; and

WHEREAS, Business Systems & Consultant, Inc. proposed the following fee schedule for the solicited services, as follows:

- a. Capture Services – Black & White – Legal size and smaller - \$.06/image (Scan, Publish to flash drive)
- b. Document Preparation- \$22.00/hour (Preparing documents for scanning, staple removal, and removal of fasteners)
- c. Pick-up boxes- \$1,535.00

Estimated Pricing
Approximately 400,000 x \$.06/image = \$24,000.00
Approximately 730 hours of document preparation @ \$22/hour = \$16,060
Total = \$40,060.00

WHEREAS, Business Systems & Consultants, Inc. will remove documents from folders or binders, remove staples, insert document separator sheets, verify all documents are facing upwards in one direction, visually check image quality on a PC monitor, check for skewed pages, light or dark images, missed documents breaks, rescan documents as needed, provide storage of hardcopy records up to sixty (60) days and provide shredding of documents; and

WHEREAS, the Department of Municipal Records recommends that governing authorities for the City of Jackson authorize the Mayor to execute a 24-month agreement with Business Systems & Consultants, Inc. in an amount not to exceed \$40,060.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a service agreement with Business Systems & Consultants, Inc. for the digital conversion of paper documents stored within the Records Management Facility located at 2525 Robinson Road for a 24-month term commencing on May 1, 2023, through April 30, 2025, with an option to renew at no cost to the City of Jackson.

SERVICE AGREEMENT

This Service Agreement is made by and between the City of Jackson, Mississippi, Department of Municipal Clerk, located at 219 South President Street, Jackson, MS 39201, and Business Systems, Inc., with its principal office at 405 Briarwood Drive, Suite 102 B, Jackson, MS 39206.

WHEREAS, the City of Jackson, Mississippi, through the Department of the Municipal Clerk, desires to retain and employ Business Systems and Consultants, Inc. to conduct document scanning services; and

WHEREAS, the governing authorities for the City of Jackson authorized payment to Business Systems and Consultants in an amount not to exceed \$40,060.00; and

WHEREAS, the parties intend to commit to terms and provisions that shall govern their relationship and the use of monies appropriated.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for the other good and valuable consideration, the receipt and sufficiency of all of which hereby acknowledged, the City of Jackson and Business Systems and Consultants, Inc. agree as follows:

1. **TERM:** This contract will be for 24 months, beginning May 1, 2023, and ending April 30, 2025.
2. **SCOPE OF SERVICES:** Business Systems & Consultants, Inc will provide the following services:
 - a. Business Systems & Consultants, Inc. will arrive at Storage Facility at 2525 Robinson Road, Jackson, to pick up boxes.
 - b. Business Systems & Consultants, Inc. will label and write up range descriptions on the outside of each cart.
 - c. Business Systems & Consultants, Inc. shall provide document preparation for document scanning of files for records stored at the Records Management facility located at 2525 Robinson Road as follows:
 - Remove documents from folders or binders.
 - Remove staples and make minor repairs to documents (i.e. taping, unfolding) may incur additional charges.
 - Insert document separator sheets.
 - Securely tape pages smaller than a half sheet may incur additional charges.
 - Verify all documents are facing upwards in one direction.
 - Scan documents in the same order as they were received from the customer.
 - Visually check image quality on a PC monitor, checking for skewed pages, light or dark images, and missed document breaks.
 - Rescan documents as needed to improve image quality.

- d. A final check of 10% of the documents to verify accuracy of document breaks, quality of images, and image to index.
 - e. Rescans to improve image quality may occur in any of the above steps.
 - f. Business Systems & Consultants will scan everything at the main office at 113 Little Valley Court, Birmingham, AL 35244.
 - g. Business Systems & Consultants, Inc. shall provide storage of hardcopy records within a secure facility for up to 60 days at no charge.
 - h. Business Systems & Consultants, Inc. shall shred documents after the customer has reviewed for accuracy up to sixty (60) days.
3. **FEES.** The City of Jackson agrees to compensate Business Systems & Consultants, Inc. to perform the Scope of Services for the following fees:
- a. Capture Services – Black & White – Legal size and smaller - \$.06/image
(Scan, Publish to flash drive)
 - b. Document Preparation- \$22.00/hour
(Preparing documents for scanning, staple removal, and removal of fasteners)
 - c. Pick up boxes- \$1,535.00
4. **TERMINATION:** If the parties wish to cancel this Agreement prior to the expiration of the contract term and for any other reason(s) than for the cause as delineated below, thirty (30) days written notice shall be provided to the other party.
5. **TERMINATION BY THE CITY OF JACKSON FOR CAUSE:** The City of Jackson shall have the right to immediately cancel and terminate this Agreement in its entirety if Business Systems & Consultants, Inc. defaults in the performance of, or otherwise fails or neglects to perform or observe, any of the terms, provisions, conditions, obligations, or covenants under this Agreement.
6. **INDEMNIFICATION:** Business Systems & Consultants, Inc. 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 Service Agreement.
7. **GOVERNING LAW:** The parties agree that the provisions of this Agreement shall be construed according to the laws of the State of Mississippi. The parties agree that the City may assert any and all remedies available at law and or in equity in the event of default or breach and shall not be waived.
8. **RENEWAL:** The parties agree this Service Agreement will renew automatically, at no additional cost to the City of Jackson, if the City does not provide Business Systems & Consultants, Inc. with thirty (30) day notice that it intends to terminate the said Agreement
- before the expiration of the term.
9. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
10. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.
11. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto and approved as required by the City Council and Mayor.
12. **APPROVAL:** It is understood that this Agreement requires approval by the Governing Authority/City Council, and if the Governing Authority/City Council does not approve this Agreement, it is void, and no payment shall be made hereunder.
13. **AVAILABILITY OF FUNDS:** The parties agree that the City's obligations under this Agreement are subject to the continued availability of funding and contingent upon the City receiving sufficient revenues during the budget year to provide the allocated monies.

IN WITNESS THEREOF, this Agreement is executed by the parties hereto on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe Antar Lumumba, Mayor

ATTEST

City Clerk

BUSINESS SYSTEMS & CONSULTANTS, INC.

BY: _____
Barry McNair, Business Development
Manager

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

ORDER REVISING THE 2022-2023 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.

WHEREAS, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2022-2023 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$90,000.00, to provide services and maintain needed repairs throughout the department and support the City of Jackson Summer Film Camp; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Human and Cultural Services represents that funds from Sundry-Contingencies will not be expended because Hinds County Human Resource Agency no longer requires the funds; therefore, these funds are not needed for that purpose; and

WHEREAS, the Department of Human and Cultural Services Fiscal Year 2022-2023 recommends its budget be revised, as follows:

| FUNDS TRANSFER FROM: | FUNDS TRANSFER TO: |
|---|--|
| Sundry-Contingencies 001 43300 6739 \$15,000 | ECD Security 001-43300-6419 \$15,000 |
| Sundry-Contingencies 001 43300 6739 \$15,000 | Senior Center Repairs (Sykes) 001-43420 6317 \$15,000 |
| Sundry-Contingencies 001 43300 6739 \$24,000 | Mary C Jones 001-43300-6317 \$24,000 |
| Sundry-Contingencies 001 43300 6739 \$26,000 | Smith Robertson Museum 001 43600 6848 \$26,000 |
| Sundry-Contingencies 001 43300 6739 \$10,000 | Film Camp 300-44346-6299 \$10,000 |
| TOTAL \$90,000 | TOTAL \$90,000 |

WHEREAS, this intradepartmental transfer of Ninety Thousand Dollars (\$90,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2022-2023 Budget for the Department of Human and Cultural Services and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Human and Cultural Services in the Fiscal Year 2022-2023 Budget.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services Fiscal Year 2022-2023 budget be revised as set forth above.

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Foote recognized Louis Wright, Chief Administrative Officer, 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.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with 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 Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with T-Mobile South, LLC that will modify T-Mobile's equipment and increase the monthly license fees at two (2) towers, at Site 28/TCS, located at 2835 Oak Forest and Site 3/ FS 3 Tower, located at 333 East Fortification Street; and

WHEREAS, T-Mobile, with its principal office located at T-Mobile USA Incorporation, 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at 333 East Fortification Street:

- a) At the commencement of the first (1st) renewal term provided for by this fourth amendment, licensee shall pay licensor annual rent in the amount of Fifty-three Thousand Eight Hundred Twenty- nine and 05/100th Dollars (\$53,829.05) per year (the "rent"), partial years to be prorated. Where duplicate rent would occur, a credit shall be taken by licensee for any prepayment of rent by licensee.
- b) Rent shall be adjusted annually on each anniversary of the First Renewal Term or any Additional Renewal Term by an amount equal to three and one-half percent (3.5%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior Rent or Rent adjustments.
- c) T-Mobile South, LLC may terminate the Agreement without further liability, upon thirty (30) days prior written notice to the City of Jackson ninety (90) days written notice for any or no reason.

WHEREAS, T-Mobile, with its principal office located at T-Mobile USA Incorporation, 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at 2835 Oak Forest:

- a) At the commencement of the first (1st) renewal term provided for by this fourth amendment, T-Mobile South, LLC shall pay the City of Jackson annual rent in the amount of Thirty-nine Thousand Three- Hundred Eighty-Two and 28/100th Dollars (\$39,382.28) per year (the "rent"), partial years to be prorated. Where duplicate rent would occur, a credit shall be taken by licensee for any prepayment of rent by licensee.
- b) Rent shall be adjusted annually on each anniversary of the First Renewal Term or any Additional Renewal Term by an amount equal to three and one-half percent (3.5%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior Rent or Rent adjustments.

- c) T-Mobile South, LLC may terminate the Agreement without further liability, upon thirty (30) days prior written notice to the City of Jackson ninety (90) days written notice for any or no reason.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to commencement Agreement for the property at Site 3/FS 3 Tower, located at 333 Fortification Street, Jackson, Hinds County, Mississippi, 39202.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the reinstatement and Fourth Amendment to Antenna Site License Agreement for the property at the TCS, located at Site 28/2835 Oak Forest Drive, Jackson, Hinds County, Mississippi, 39212.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.

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

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

Nays – None.

Absent – Stokes.

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ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS.

WHEREAS, since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Public Works, the department is faced with unanticipated needs that will require a reallocation of funding; and

WHEREAS, the Department of Public Works recommends that the governing authorities for the City of Jackson amend the Fiscal Year 2023 City of Jackson budget to provide funding for these unanticipated needs; and

WHEREAS, if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made. Miss. Code. Ann. §21-35-25 (West); and

WHEREAS, the proposed changes in Fund 1 are necessary to reallocate funds from a vacant Deputy Director's position to upgrade the 5th-floor conference room's computer and conferencing equipment, replace well-outdated computers in the Engineering Office and Fiscal Office, and set aside funds for replacing signs for the renaming of Bobby Rush Boulevard and James Meredith Drive; and

WHEREAS, the proposed changes in Fund 173 and Fund 372 are necessary to move funds intended for capitalized expenditures into the newer 6800 object codes for capitalized expenditures; and

WHEREAS, the proposed changes to Fund 31 Water Sewer Engineering are necessary to move funds from an unfilled position to pay for temp work performed last summer and fall and for ongoing uniform expenses budgeted in the water half of this division; and

WHEREAS, the proposed change in Fund 174 would move funds from data processing to other professional services to fully fund the CSL flow meter contract recently approved by the City Council; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.**

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WHEREAS, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice. Miss. Code. Ann. §21-35-25 (West); and

WHEREAS, the Department of Public Works recommends that the governing authorities amend the following accounts, as follows:

| From: Account | Amount | To: Account |
|----------------------|-----------------|--------------------|
| 173 45135 6413 | \$ 405,936.00 | 173 45135 6823 |
| 173 45190 6413 | \$ 99,863.00 | 173 45190 6823 |
| 173 52290 6413 | \$ 954,045.00 | 173 52290 6823 |
| 173 45135 6485 | \$ 2,021,580.00 | 173 45135 6824 |
| 173 45190 6485 | \$ 3,240,609.00 | 173 45190 6824 |
| 173 52290 6485 | \$ 855,264.00 | 173 52290 6824 |
| | | |
| 372 52290 6419 | \$ 132,639.00 | 372 52290 6823 |
| 031 52210 6111 | \$ 22,480.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 3,000.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 2,247.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 8,000.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 2,088.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 1,850.00 | 031 52120 6516 |
| | | |
| 001 46110 6111 | \$ 20,000.00 | 001 44830 6240 |
| 001 46110 6111 | \$ 11,080.00 | 001 46110 6240 |
| 001 46110 6111 | \$ 3,122.00 | 001 45010 6240 |
| 001 46110 6131 | \$ 1,877.00 | 001 45010 6240 |
| 001 46110 6136 | \$ 468.00 | 001 45010 6240 |
| 001 46110 6133 | \$ 5,613.00 | 001 45010 6240 |
| | | |
| 174 94400 6847 | \$ 40,000.00 | 174 94400 6419 |

Total: 7,831,761.00

NOW, IT IS THEREFORE ORDERED that the Department of Public Works Fiscal Year 2022-2023 budget be revised as follows:

| From: Account | Amount | To: Account |
|----------------------|-----------------|--------------------|
| 173 45135 6413 | \$ 405,936.00 | 173 45135 6823 |
| 173 45190 6413 | \$ 99,863.00 | 173 45190 6823 |
| 173 52290 6413 | \$ 954,045.00 | 173 52290 6823 |
| 173 45135 6485 | \$ 2,021,580.00 | 173 45135 6824 |
| 173 45190 6485 | \$ 3,240,609.00 | 173 45190 6824 |
| 173 52290 6485 | \$ 855,264.00 | 173 52290 6824 |
| | | |
| 372 52290 6419 | \$ 132,639.00 | 372 52290 6823 |
| | | |
| 03152210 6111 | \$ 22,480.00 | 031 52210 6489 |
| 03152210 6111 | \$ 3,000.00 | 031 52210 6489 |
| 03152210 6111 | \$ 2,247.00 | 031 52210 6489 |
| 03152210 6111 | \$ 8,000.00 | 031 52210 6489 |

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.**

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| | | |
|----------------|--------------|----------------|
| 031 52210 6111 | \$ 2,088.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 1,850.00 | 031 52120 6516 |
| 001 46110 6111 | \$ 20,000.00 | 001 44830 6240 |
| 001 46110 6111 | \$ 11,080.00 | 001 46110 6240 |
| 001 46110 6111 | \$ 3,122.00 | 001 45010 6240 |
| 001 46110 6131 | \$ 1,877.00 | 001 45010 6240 |
| 001 46110 6136 | \$ 468.00 | 001 45010 6240 |
| 001 46110 6133 | \$ 5,613.00 | 001 45010 6240 |
| 174 94400 6847 | \$ 40,000.00 | 174 94400 6419 |

Total: 7,831,761.00

IT IS, THEREFORE, FURTHER ORDERED pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall be published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget. In accordance with Miss. Code Ann. Section 21-35-25, the published notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment, as well as, the vote of each City Council member.

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

President Foote recognized **Terry Williamson, Legal Counsel**, who stated that an amendment was needed in said order. The order needed to be amended in the last WHEREAS and the NOW, IT IS THEREFORE ORDERED Sections changing account number "00144830 6240" to "00144830 6419".

President Foote recognized **Council Member Banks** who moved; seconded by **Council Member Grizzell**, to amend said order to reflect the changes as stated by **Terry Williamson, Legal Counsel**. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

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

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS.

WHEREAS, since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Public Works, the department is faced with unanticipated needs that will require a reallocation of funding; and

WHEREAS, the Department of Public Works recommends that the governing authorities for the City of Jackson amend the Fiscal Year 2023 City of Jackson budget to provide funding for these unanticipated needs; and

WHEREAS, if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made. Miss. Code. Ann. §21-35-25 (West); and

WHEREAS, the proposed changes in Fund 1 are necessary to reallocate funds from a vacant Deputy Director's position to upgrade the 5th-floor conference room's computer and

conferencing equipment, replace well-outdated computers in the Engineering Office and Fiscal Office, and set aside funds for replacing signs for the renaming of Bobby Rush Boulevard and James Meredith Drive; and

WHEREAS, the proposed changes in Fund 173 and Fund 372 are necessary to move funds intended for capitalized expenditures into the newer 6800 object codes for capitalized expenditures; and

WHEREAS, the proposed changes to Fund 31 Water Sewer Engineering are necessary to move funds from an unfilled position to pay for temp work performed last summer and fall and for ongoing uniform expenses budgeted in the water half of this division; and

WHEREAS, the proposed change in Fund 174 would move funds from data processing to other professional services to fully fund the CSL flow meter contract recently approved by the City Council; and

WHEREAS, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice. Miss. Code. Ann. §21-35-25 (West); and

WHEREAS, the Department of Public Works recommends that the governing authorities amend the following accounts, as follows:

| From: Account | Amount | To: Account |
|----------------|-----------------|----------------|
| 173 45135 6413 | \$ 405,936.00 | 173 45135 6823 |
| 173 45190 6413 | \$ 99,863.00 | 173 45190 6823 |
| 173 52290 6413 | \$ 954,045.00 | 173 52290 6823 |
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| 031 52210 6111 | \$ 8,000.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 2,088.00 | 031 52210 6489 |
| 031 52210 6111 | \$ 1,850.00 | 031 52120 6516 |
| 001 46110 6111 | \$ 20,000.00 | 001 44830 6419 |
| 001 46110 6111 | \$ 11,080.00 | 001 46110 6240 |
| 001 46110 6111 | \$ 3,122.00 | 001 45010 6240 |
| 001 46110 6131 | \$ 1,877.00 | 001 45010 6240 |
| 001 46110 6136 | \$ 468.00 | 001 45010 6240 |
| 001 46110 6133 | \$ 5,613.00 | 001 45010 6240 |
| 174 94400 6847 | \$ 40,000.00 | 174 94400 6419 |

Total: 7,831,761.00

NOW, IT IS THEREFORE ORDERED that the Department of Public Works Fiscal Year 2022-2023 budget be revised as follows:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.**

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| From: Account | Amount | To: Account |
|----------------------|-----------------|--------------------|
| 173 45135 6413 | \$ 405,936.00 | 173 45135 6823 |
| 173 45190 6413 | \$ 99,863.00 | 173 45190 6823 |
| 173 52290 6413 | \$ 954,045.00 | 173 52290 6823 |
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| 031 52210 6111 | \$ 1,850.00 | 031 52120 6516 |
| 001 46110 6111 | \$ 20,000.00 | 001 44830 6419 |
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| 001 46110 6136 | \$ 468.00 | 001 45010 6240 |
| 001 46110 6133 | \$ 5,613.00 | 001 45010 6240 |
| 174 94400 6847 | \$ 40,000.00 | 174 94400 6419 |

Total: 7,831,761.00

IT IS, THEREFORE, FURTHER ORDERED pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall be published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget. In accordance with Miss. Code Ann. Section 21-35-25, the published notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment, as well as, the vote of each City Council member.

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

Nays – None.

Absent – Stokes.

* * * * *

**ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY
REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI
IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET
COMPETITION.**

WHEREAS, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

WHEREAS, the USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

WHEREAS, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

WHEREAS, the USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023; and

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.

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WHEREAS, the City of Jackson previously contracted with Cooke Douglass Farr Lemons (“CDFL”) to produce a scope of work for Thalia Mara Hall; and

WHEREAS, the City has contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

WHEREAS, the City has authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

| Vendor | Services/Materials | Amount |
|---------------------------------|----------------------------------|--------------|
| Global Sector Security | Access Control Work | \$ 2,798.00 |
| West Architectural Specialities | Access Panel | \$ 595.00 |
| Scanlon Taylor | Millwork Millwork Change Order | \$ 184.00 |
| J.L. Roberts Mechanical, LLC | HVAC Work | \$ 94,612.00 |
| Big John's Tree Service | Tree Trimming | \$ 6,250.00 |
| A Complete Flag Source | Flagpoles | \$ 27,717.30 |
| West Architectural Specialities | Signage/Fire Extg Cabinets | \$ 3,250.00 |
| Benchmark Const. Corp. | Reimburse for Roto-Rooter | \$ 387.95 |
| Schindler Elevator Corp. | Escalator Repairs | \$ 28,657.00 |
| Elite Paint | Add'l Painting; Granite Cleaning | \$ 36,200.00 |

Total \$ 200,651.25

IT IS, THEREFORE, ORDERED that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.



April 14, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207


Re: Thalia Mara – Paint, Granite Cleaning

Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$36,200.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by 
City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com



ELITE PAINT LLC
105 Greenfield Ridge Dr
Brandon MS 39042
josef@elitepaintllc.com
Cell 601-717-2976

TO: BENCHMARK CONSTRUCTION
1867 Crane Ridge Drive Suite 200-A
Jackson, MS 39216

| Estimate | Date |
|----------|---------|
| #029 | 4-14-23 |

Project: Thalia Mara Hall
Address: 255 E Pascagoula St.
Jackson, MS 39201

Stage fronts
Exterior stairs risers
Bridge walk-on
Granite fountain cleaner

Total Estimate \$36,200

Respectfully, Jose Fonseca



April 11, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

REVISED

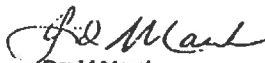
Re: Arts Center – Access Control Work

Dear Ms. Martin:

Please find attached a revised proposal from Global Sector Security in the amount of \$2,798.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by:


City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com



Global Sector Security LLC
3953 Underwood Drive
Flowood, MS 39232

Proposal

Proposal Date: 3/30/2023
Proposal #: 41805
Project:

BID To:
Thebe Nera Hall
255 East Pascagoula Street
Jackson, MS 39201

| Description | Est. Hours/Qty. | Rate | Total |
|---|-----------------|--------|------------|
| Access Control Wire Per Ft. | 200 | 1.69 | 338.00T |
| Miscellaneous Parts and supplies | 1 | 300.00 | 300.00T |
| Labor Hour (2 Man Team) | 16 | 135.00 | 2,160.00T |
| Due To Condition Of Building Additional Parts may be needed | | | |
| Sales Tax | | 0.00% | 0.00 |
| Total | | | \$2,798.00 |



BENCHMARK

April 5, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Scanlon Taylor – Millwork Change Order

Dear Ms. Martin:

Please find attached a proposal from Scanlon-Taylor in the amount of \$184.00 due to unforeseen condition. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by: 

City of Jackson, Mississippi

SCANLON-TAYLOR MILLWORK COMPANY
MANUFACTURERS
ARCHITECTURAL WOODWORK
POST OFFICE BOX 5029
JACKSON, MS 39296-5029

Telephone: 601.362.5333
Fax: 601.981.7504

Office and Mill
2913 N. West Street
Jackson, MS 39216

MATERIAL CHANGE ORDER PRICE QUOTATION

DATE: 4/5/2023
TO: DAVID MARSH
COMPANY: BENCHMARK CONSTRUCTION CORP.
EMAIL: dmarsh@benchmarkms.com
FROM: SHERMAN DUKES
REFERENCE: ART CENTER OF MISSISSIPPI, CITY OF JACKSON - ATRIUM RAIL CAP
PAYMENT TERMS: NET 30 DAYS FROM DATE OF INVOICE - NO RETAINAGE WITHHELD
TAX: TAX EXEMPT # _____

ADD PRICE FOR INCREASING THE WIDTH OF THE PAINT GRADE POPLAR ATRIUM RAIL CAP FROM
7 1/4" PER THE ORIGINAL DETAIL (5/A331) TO 9 1/4" PER ACTUAL JOBSITE CONDITIONS.

TOTAL ADD PRICE \$ 184.00
PLUS ANY APPLICABLE TAXES

PRICE DOES NOT INCLUDE: PRIMING, PAINTING OR PREFINISHING; BLOCKING OF ANY KIND;
CHANGE TO INSTALLATION LABOR; SALES TAX

PLEASE ADVISE HOW IS WE ARE TO PROCEED.

CALL WITH ANY QUESTIONS.



BENCHMARK

April 11, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center - HVAC Work

Dear Ms. Martin:

Please find attached a proposal from J L Roberts Mechanical in the amount of \$94,612.00. I have
reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by: 

City of Jackson, Mississippi



COMPANY BENCHMARK CONSTRUCTION CORPORATION
CONTACT DAVID MARSH
PROJECT ARTS CENTER OF MISSISSIPPI- CONTROLS

DATE APRIL 06, 2023
CR # 13941-MC

SCOPE OF WORK

AIR HANDLING UNIT CONTROLS

- Replacement of existing return air sensors in AHU-1 & 2
- Replacement of Chilled water coil control valve actuator with DDC Actuator on AHU-2
- Replacement of Re-Heat coil control valve actuators with DDC Actuators on AHU-1 & 2
- Replacement of O/A and R/A damper actuators on AHU 1 & 2
- Replacement of existing belts/pulleys on AHU 1 & 2
- Test and balance assistance for R/A and O/A split

BOILER CONTROLS RETROFIT

- Replacement of existing DDC controller
- Furnish/install new HW mixing valve
- Furnish/install temp sensors, relays and communication wiring as required
- Programming and verification of operation

NETWORKING/INTEGRATION

- Provide/install Network programming and Graphics including the following: integration of controls installed under this scope including interface with existing JCI Metasys System.

NOTE: A meeting will be required prior to JL Roberts accepting any work order associated with this proposal.

Not Included

After hours work, Dampers, VFD's, Controls for terminal units, system re-commissioning, smoke/fire detectors, servicing/cleaning of existing equipment, chemical treatment, equipment warranties on AHU's or Boiler, Servers/workstations, software.

PRICING

| | |
|-----------------|-------------|
| BASE BID PRICE: | \$94,612.00 |
| | |

ACCEPTANCE

| | |
|---|---|
| This proposal may be withdrawn by J.L. Roberts Mechanical if not accepted within 30 days. PROPOSAL ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. J.L. Roberts Mechanical is authorized to perform the work as specified. Payment will be made as outlined in the contract documents. | David Graves |
| | J.L. Roberts Mechanical Authorized Representative |

J.L. ROBERTS MECHANICAL LLC • P.O. Box 180579 • 150 Linda Jo Drive • Richland, MS 39218 • 601-939-1011 • Fax 601-936-3958



BENCHMARK

April 4, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center -- Access Panel

Dear Ms. Martin:

Please find attached a proposal from West Architectural Specialties in the amount of \$595.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,
President

Accepted by:
City of Jackson, Mississippi

QUOTATION

291 Highway 51, Suite E-6
Ridgeland, MS 39157
Phone: 601/853-9908



P. O. Box 1828
Ridgeland, MS 39158-1828
Fax: 601/853-9921

To: City of Jackson

Date: 04.03.2023

C/o Benchmark Construction, David Marsh

PROJECT: Arts Center of Mississippi, Jackson, Mississippi

Addenda Acknowledged: N/A

We propose to furnish for the above project materials listed below:

Access Panel: as requested by Steve Davis

1 ea. 24" w x 36" h Non-Rated wall access panel with mortise prep lock (includes cylinder)

White Powder coat finish

Requested for access underneath stair for electrical access

Cut sheet attached

Current lead time: 2 weeks

FOR THE SUM OF.....\$ 595.00

Note: Due to current fluctuations in stainless steel and aluminum prices, we are required to review all pricing after 30 days prior to accepting a purchase order for any products containing stainless steel or aluminum.

INSTALLATION AVAILABLE ON ALL MATERIALS UPON REQUEST, IF NOT SHOWN ABOVE

F.O.B. Factory, Freight allowed jobette

MS COR# 17654-SC

Taxes: Not Included

TERMS: NET, 30 DAYS

By: M. Keith West, FCSI, CCPR **

Accepted: _____

This proposal is subject to the approval of the architect.

Prices subject to change 30 days after date, and subject to acceptance by our suppliers. All agreements contingent upon strikes, accidents, or delays unavoidable or beyond our control.

NOTES

- 1 FRAME: 16 Ga Steel 1" Flange
- 2 DOOR: 16 Ga Steel
- 3 FINISH: White Pvd
- 4 HINGE: Coated Spring Button Hinge
- 5 LATCH: ~~Standard~~ **MORTISE LOCK**
- 6 LOCK: ~~Standard~~

SECTION B-B

W. 24" H. 36"

SECTION A-A

H. 36"

1 EA. 24" W x 36" H

ROUGH OPENING: W + 0.25" x H + 0.25"
CLEAR OPENING: W - 1.125" x H - 0.125"
DEGREE OF OPENING: 134°
CAM QTY: NA Latch Side
NA Top/Bottom Side

Options

☐ Drip Cap (C)

PROJECT: ARTS CENTER OF MS

ARCHITECT: **bedcockdavis**

CONTRACTOR: **bedcockdavis**

DATE: **04/03/2023**

BY: **M. Keith West**

FOR: **City of Jackson**

PROJECT NO: **24X36**

DATE: **04/03/2023**

BY: **M. Keith West**

FOR: **City of Jackson**

SHEET 1 OF 2



April 12, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Signage/Fire Extg Cabinets


Dear Ms. Martin:

Please find attached a proposal from West Architectural Specialties in the amount of \$3,250.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh, Pres.
David Marsh,
President

Accepted by: 
City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9612 • www.benchmarkms.com

QUOTATION

291 Highway 51, Suite E-6
Ridgeland, MS 39157
Phone: 601/853-9908



P. O. Box 1828
Ridgeland, MS 39158-1828
Fax: 601/853-9921

To: City of Jackson

Date: 04-12-2023

C/o Benchmark Construction, Attn.: David Marsh

PROJECT: Arts Center of Mississippi, Jackson, Mississippi

Addenda Acknowledged: None

We propose to furnish for the above project materials listed below:

Fire Extinguisher Cabinets: as requested & as identified below

3 ea. semi-recessed non-rated steel cabinets
Full glass bubble acrylic door

FOR THE SUM OF.....\$ 600.00

Restroom Signage: as requested & as identified below

2 ea. 6" x 6" Unisex / ADA restroom signs / for renovated restrooms
1 ea. 8" x 6" Men restroom sign, no h/c symbol / for eastern existing room
1 ea. 8" x 6" Women restroom sign, no h/c symbol / eastern existing room
1 ea. 9" x 7" directional sign for eastern existing restroom / no h/c symbol
1 ea. 10" x 7" direction sign for renovated restrooms / ADA symbols
Standard color selections & production schedules

FOR THE SUM OF.....\$ 650.00

Installation of the above, including removing existing cabinets and opening modifications for new cabinets and installation of restroom signs after final wall finishes are in place.

ADD \$ 2,000.00 to the material price

\$ 3,250.00

Note: Due to current fluctuations in stainless steel and aluminum prices, we are required to review all pricing after 30 days prior to accepting a purchase order for any products containing stainless steel or aluminum.

INSTALLATION AVAILABLE ON ALL MATERIALS UPON REQUEST. IF NOT SHOWN ABOVE

F.O.B. Factory, Freight allowed Jobette

MS COR# 17654-9C

Taxes: Not Included

TERMS: NET, 30 DAYS

By: M. Keith West, FCSI, CCPR **

Accepted: _____

This proposal is subject to the approval of the architect.

Prices subject to change 30 days after date, and subject to acceptance by our suppliers. All agreements contingent upon strikes, accidents, or delays unavoidable or beyond our control.



BENCHMARK

April 13, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Clean Out Floor Drain

Dear Ms. Martin:

Please find attached a proposal from Roto Rooter in the amount of \$387.95. I have reviewed the proposal and recommend it be accepted.

Roto Rooter required immediate payment. Benchmark paid via credit card. Payment needs to be made to Benchmark.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by


City of Jackson, Mississippi

NOTE: This was emergency work that needed correction immediately in order to stop or mitigate damage to adjacent work. The drain was clogged creating an overflow in other spaces. The Roto Rooter work solved the problem. There was no time for preapproval.

1857 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com



Roto-Rooter
PO Box 720639
Bryan, MS 39272
(601) 353-3333
* (800) 438-7666
Fax (601) 371-7423
License * Federal ID #54-2166713
© 2013 Roto-Rooter, Inc. All Rights Reserved.

| | |
|-----------------|-------------|
| Invoice # | 559-360666 |
| Invoice Date | 4/7/2023 |
| Technician | 181 Chauncy |
| Additional Tech | Gatee |
| Location | Jackson MS |
| Customer Class | Commercial |

Bill To:
Arts Center Of Mississippi
225 E Pascagoula St
Jackson, Mississippi 39201

Job Site:
Arts Center Of Mississippi
225 E Pascagoula St
Jackson, MS 39201
michaelstennette@live.com
(601) 941-7250

Invoice Details

| | |
|-------------|---|
| Repair Code | Labor Description |
| 401-D-C | Camera Floor Drain |
| | Guarantee - 1 Week |
| | Ran camera through floor drain in mens restroom tried to run camera through c/o but couldn't get past bottom of drain |

| | |
|-----------|---------------------|
| Total Tax | \$387.95 |
| | \$311.64 |

| | |
|---------------|-----------------------|
| Total Invoice | \$448.99 [*] |
|---------------|-----------------------|

| | |
|--------------------|----------------|
| Payment Type | Payment Amount |
| Credit Card 272473 | \$448.99 |
| Amount Due | \$0.00 |

COMPLETION I acknowledge completion of the described work which has been done to my complete satisfaction

Customer Name: Arts Center Of Mississippi
Signature GeoTennette 2023-4-7 21:04 GMT-33 28796484864477-40.18533639194182

Customer Signature:



The following terms apply to all work performed by Roto-Rooter or its affiliates ("us") for the customer indicated on our invoice ("you")

1. Your Responsibilities. You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site, not caused by our work, (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job, (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site, and (d) provide us with adequate access.

2. Exceptions to Our Responsibilities. We are not responsible for (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us, (b) defective, damaged, or deteriorated lines, mod lead piping, or other unexpected or undisclosed conditions, and the consequences of such conditions, including delays, broken fixtures or lines, and lodged equipment (if we encounter such a condition, we may stop work and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence, (d) unless explicitly stated in writing, any damages necessary to complete our work, including damages to landscaping, walls painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap, or (f) tasks we perform in accordance with your specific instructions.

3. Release and Hold Harmless. You release us from (and if you are a commercial customer, you will defend and indemnify us and hold us harmless against) all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, allegedly arising out of (a) breach of your responsibilities under paragraph 1, or (b) matters for which we disclaim responsibility under paragraph 2.

4. Our Guarantee. If we provide a parts or equipment guarantee, as your exclusive remedy, we will give you the benefit we receive, if any, under the manufacturer's warranty. If we provide a service guarantee, it covers only drainage failure in the line serviced, and defective plumbing workmanship, during the guarantee term. As your exclusive remedy under our service guarantee, we will at our option, either do the work again at no labor cost or refund your payment. Guarantees do not apply to problems arising out of main sewer line backup or improper, abnormal or unanticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees or making warranties. **WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You may transfer a guarantee of plumbing repair or replacement to a person who purchases the property, but you may not transfer a drain cleaning or toilet auger guarantee. Your transferee must present the warranty claim to Roto-Rooter at the time we perform our work. For problems or inquiries, you should contact our General Manager at the phone number listed on our invoice.

5. Limitation of Damages. Our liability to you for any claim arising out of our work on any job (other than a claim permitted by these terms for personal or bodily injury) will in no event exceed three times the amount you actually pay us for the work on that job. **EXCEPT FOR A CLAIM PERMITTED BY THESE TERMS FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, YOU WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR DELAY DAMAGES.**

6. Overdue Amounts. If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). In the event check is returned, you are responsible for all related bank fees. You will reimburse us for the reasonable attorneys' fees we incur in all stages of collection.

7. General. These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

8. Discrimination. We will abide by the requirements of 41 CFR SS 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that we take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin or disability.

HOW TO RESOLVE A PROBLEM

- Contact the manager at your local Roto-Rooter office.
- The manager may be reached at the phone number printed on this invoice.



BENCHMARK

April 11, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara - Flagpoles

Dear Ms. Martin:

Please find attached a proposal from A Complete Flag Source in the amount of \$27,717.30. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by:


City of Jackson, Mississippi

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 25, 2023 10:00 A.M.

135

David Marsh

Tuesday, April 11, 2023 at 12:42:23 PM Central Daylight Time

Subject: FW: Flagpole quote for Thalia Mara Hall
Date: Thursday, April 6, 2023 at 4:19:40 PM Central Daylight Time
From: Jim McIntyre
To: David Marsh
Attachments: Image001.jpg, Image002.jpg, Image003.jpg

From: Jim McIntyre
Sent: Tuesday, April 04, 2023 12:49 PM
To: mdmarsh11@gmail.com
Cc: ACFS Sales 2 <sales2@completeflags.com>
Subject: Flagpole quote for Thalia Mara Hall

Revised flagpole quote / David Marsh 4-4-23

David — Please find below my quote for pulling two flagpoles, relocating both & a third flagpole on the East side of the building. The third will be as close to the other two as possible. The holes will be by hydro excavated to eliminate some debris & mess, the sleeves set in concrete & pads formed for flagpole base. Two poles pulled & relocated to East side of building, a third matching flagpole to be installed in a line behind the statue of King of Spain. Third flagpole to be delivered by mid April. Holes dug & sleeve set as soon as site & approval allows.

Turn key flagpole installation - \$ 27,717.30. This is as close an estimate as I can offer & should hold true unless an unknown underground surprise causes a delay & diversion of location.

Page 1 of 2

Jim McIntyre
A Complete Flag Source, Inc.
52951 - 55 North, Ste A
Jackson, Ms 39206
OFF - 601-362-9333
FAX - 601-362-9383
Cell - 601-506-1103
jim@completeflags.com

<http://www.completeflags.com/>



CITY OF JACKSON FLAG

See Us on Facebook -

<https://www.facebook.com/pages/A-Complete-Flag-Source/597653156975532>

Page 2 of 2



BENCHMARK

April 11, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207


Re: Thalia Mara - Tree Trimming

Dear Ms. Martin:

Please find attached a proposal from Big John's Tree Service in the amount of \$6,250.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by:


City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com

JOHNNIE ROLAND
Owner



Big John's Tree Service
P.O. Box 321064
Flowood, MS 39232
(601) 941-7773

Big John's Tree Service does hereby contract with Benchmark Construction - Thalia Mara Hall,
Owner, of the subject property (listed below), to perform such specific services as listed below. The contract price
is \$ _____. Full payment is due in full upon completion of services.

SUBJECT PROPERTY ADDRESS

Address: 255 E Pascagoula Street Phone: Max Marsh 601-454-5622
City/State/Zip: Jackson, MS 39201 Email: mdmarsh11@gmail.com

SPECIFIC SERVICES TO BE PERFORMED

1. Raise & clean up canopy on (1) Ash @ corner of E. Pascagoula & West Street.
Haul Off Debris. \$1,100.00
2. Take Down, Haul Off & Grind Stump (1) Crape Myrtle @ sidewalk corner near Louis
XIV statue. \$350.00
3. Raise & Clean up canopy on (1) Ash on south side of Louis XIV Statue on West
Street. \$900.00
4. Remove shrubs around Louis XIV statue. \$600.00
5. Clean up (5) Crape Myrtles along West Street down to Crape Myrtle @ Windsor Columns.
Haul Off Debris. \$650.00
6. Raise & Clean up canopy on (3) Drake Elms on West side of building @ covered entry/
parking lot. \$800.00
7. Clean up canopy on (3) Crape Myrtles @ Arts Center crossover. \$350.00

_____ I Understand that taking trees down is a construction process and some damage may occur to the yard
and landscape.

_____ I Understand that Big John's Tree Service is not liable for any underground utilities unless property
marked.

Client's Signature: _____ Date: _____

Representative: Kenneth Anderson Date: 04.07.23 Pg. 1

JOHNNIE ROLAND
Owner



Big John's Tree Service
P.O. Box 321064
Flowood, MS 39232
(601) 941-7773

Big John's Tree Service does hereby contract with Benchmark Construction - Thalia Mara Hall,
Owner, of the subject property (listed below), to perform such specific services as listed below. The contract price
is \$ _____. Full payment is due in full upon completion of services.

SUBJECT PROPERTY ADDRESS

Address: 255 E. Pascagoula Street Phone: Max Marsh 601-454-5622
City/State/Zip: Jackson, MS 39201 Email: mdmarsh11@gmail.com

SPECIFIC SERVICES TO BE PERFORMED

8. Clean up (2) Ash @ Windsor Columns. Haul Off Debris. \$1,500.00

TOTAL OF ALL

\$6,250

_____ I Understand that taking trees down is a construction process and some damage may occur to the yard
and landscape.

_____ I Understand that Big John's Tree Service is not liable for any underground utilities unless property
marked.

Client's Signature: _____ Date: _____
Representative: Kenneth Anderson Date: 04/07/2023 Pg. 2



April 6, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara - Escalator

Dear Ms. Martin:

Please find attached a proposal from Schindler Elevator in the amount of \$28,657.00. I have reviewed
the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,
President

Accepted

City of Jackson, Mississippi



Schindler Elevator Corporation
6261 Greenway Drive
Jackson, MS 39204-3212
Phone:
Fax:

UPGRADE ORDER AGREEMENT

Date: 04/08/2023

Estimate Number: JHAN-CQM.DS (2022.5.1)

To:
Benchmark Construction
1867 Ozone Ridge Drive
Suite 200-A
Jackson, MS 39216

Customer:
Thalia Mann Hall
266 East Pascagoula Street
Jackson, MS 39201

Attn: David Marsh

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

- Secure equipment
- Change obsolete starter contactors in the up unit.
- Install new 3 phase breaker and piping in up and down units
- Adjust stop status on the down unit
- Clean area and reset contactors
- Return escalators to service
- While units are open if there is any further damage a secondary proposal will follow.

Price: \$26,957.00, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

*Financing available (see below)

Page 1 of 4
JHAN-CQM.DS
2022.5.1



Payment: PO will be provided.
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorney's fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Available Financing: Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

As an example, if you finance \$26,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax. The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balance becomes due immediately.

Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.

Page 2 of 4
JHAN-CQM.DS
2022.5.1



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Project:

Accepted:

By: James Fortner

By:

For: Schindler Elevator Corporation

For:

Title: Sales Representative

Title:

Date: 4/25/23

Date:

Approved:

By: Don Potts

For: Branch Manager

Date: 4-11-23

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2022.5.1



TERMS AND CONDITIONS

- Any changes in the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
- No work, service materials or equipment other than as specified hereunder is included or intended.
- Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
- Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or equitable damages.
- Any calling and putting in by others and not included in this work.
- Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, flood, epidemic, pandemic, storms, riot, civil disturbance, malicious mischief, sabotage, shortage of materials or workmen, unavailability of materials, from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
- We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or completion thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
- Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
- For non-maintenance contract customers, to the extent permitted by Mississippi law, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, lawsuits, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorney's fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement. INSURANCE: At a minimum, Customer shall provide to Schindler, insurance coverage on-site within, and a certificate of insurance extending such coverage. Comprehensive General Liability including Products Liability, Completed Operations, Broad Form Property damage, and Unlabeled Contractual Liability in the amounts of \$2M per occurrence. 80M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Elevator Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG-2010-1154, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible in relation to the responsibility of the named insured. The City is self insured.
- Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source codes, object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Asset Tracker ("SAT") if applicable will be deactivated and Schindler reserves the right to remove the Schindler Asset Tracker. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
- In the event of governmental changes in applicable local, law rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, or loss of tax exempt status, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.
- We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).

Page 4 of 4
JWA-COM-308
2022.5.1

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER RATIFYING THE LEASING OF A FORKLIFT AND AUTHORIZING THE PAYMENT OF INVOICES TALLING \$23,097.87 TO H&E EQUIPMENT SERVICES USED FOR WATER DONATED AND DELIVERED TO HAWKINS FIELD.

WHEREAS, the City of Jackson had a water emergency which resulted in the donation and delivery of bottles of water from various sources between September 2022 and March 2023; and

WHEREAS, the water donations were stored and received at Hawkins Field; and

WHEREAS, a forklift was required to be used for the delivery and receipt of the water donations; and

WHEREAS, the forklift was ordered by Randy Spell, the Superintendent of the City of Jackson Municipal garage from H& E Equipment Services; and

WHEREAS, H& E Equipment Services tendered invoices to the City of Jackson; and

WHEREAS, the invoices from H&E Equipment Services incorrectly state that the forklift was ordered by Cornell Wright;

| H&E Equipment Services | Invoice No. | Invoice Date | Account Number | Invoice Amount |
|-------------------------------------|-------------|--------------|----------------|--------------------|
| Telehandler 10K# 50' Reach Forklift | 96812119 | 9/23/2022 | 1004941 | \$4,642.73 |
| Telehandler 6K# 30' Reach Forklift | 96814803 | 9/23/2022 | | \$2,765.02 |
| Telehandler 6K# 30' Reach Forklift | 96876413 | 9/23/2022 | | \$2,615.02 |
| Telehandler 6K# 30' Reach Forklift | 96932921 | 11/18/2022 | | \$2,615.02 |
| Telehandler 6K# 30' Reach Forklift | 96994398 | 12/16/2022 | | \$2,615.02 |
| Telehandler 6K# 30' Reach Forklift | 97047276 | 1/23/2023 | | \$2,615.02 |
| Telehandler 6K# 30' Reach Forklift | 97104649 | 2/21/2023 | | \$2,615.02 |
| Telehandler 6K# 30' Reach Forklift | 97163209 | 3/21/2023 | | \$2,615.02 |
| | | | Total | \$23,097.87 |

WHEREAS, due to the circumstances of the emergency, the procurement of these services was done without prior approval through a purchase order by the governing authorities.

IT IS, THEREFORE, ORDERED that the rental of the forklift from H& E Equipment Services is ratified.

IT IS FURTHER ORDERED that payment of the invoices indicated in this order is approved.

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

President Foote recognized **Terry Williamson, Legal Counsel**, 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.

Absent – Stokes.

* * * * *

There came on for consideration Agenda Item No. 17:

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A BINDING APPRAISAL AGREEMENT WITH ZURICH INSURANCE IN THE MATTER OF CITY OF JACKSON V. ZURICH, INS., IN THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF MISSISSIPPI; CAUSE NO. 3:19-CV-805-DPJ-FKP. **President Foote** stated said item would be taken up in Executive Session.

* * * * *

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

* * * * *

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Caney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023 and March 21, 2023 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

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

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

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

President Foote recognized **Fidelis Malembeka**, **Chief Financial Officer** and **Terry Williamson**, **Legal Counsel**, 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.
Absent – Stokes.

* * * * *

There came on for Discussion, Agenda Item No. 20:

DISCUSSION: LITIGATION: President Foote stated said item would be discussed later in the meeting during Executive Session.

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DISCUSSION: RELOCATION OF WSBA AND OTHER DEPARTMENTS LOCATED AT THE METROCENTER MALL: President Foote recognized Council Member Grizzell who expressed concerns in regards to the relocation of WSBA causing some customers to have to pay service fees at bill payment stations because they could not drive to Pearl to pay in person. President Foote recognized Chokwe Antar Lumumba, Mayor, who stated that City officials were aware of the potential problem and were looking for ways to address it.

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The following reports/announcements were provided during the meeting:

- Council Member Hartley announced the following:
 - Jackson Public Schools will hold community meetings at Pecan Park Elementary School April 25, 2023, Isabelle Elementary School April 26, 2023, and Jim Hill High School April 27, 2023 at 5:30 each night.
 - Offer condolences and request prayers for Deputy Clerk Fran Bridges for the passing of her brother.
 - Ask for prayers for the Stokes family.
- Mayor Chokwe Antar Lumumba announced the following:
 - Acknowledged and recognized all City Clerks, Council Clerks and Deputy Clerks for their hard work and dedication during Municipal Clerks Week April 30th through May 6th.

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President Foote recognized Council Member Banks who stated that the Council had received the following report for review: **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

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President Foote recognized Council Member Banks who moved, seconded by Council Member Hartley to go into Closed Session to take up Agenda Items 8, 7, and 20. The motion prevailed by the following vote:

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

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President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Potential Litigation and Litigation”.

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During Closed Session, Council Member Hartley moved, seconded by Vice President Lee to go into Executive Session regarding “Potential Litigation and Litigation”.

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

Nays – None.
Absent – Stokes.

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

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

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

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During Executive Session, the Council took action on Agenda Item No. 17:

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A BINDING APPRAISAL AGREEMENT WITH ZURICH INSURANCE IN THE MATTER OF CITY OF JACKSON V. ZURICH, INS., IN THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF MISSISSIPPI; CAUSE NO. 3:19-CV-805-DPJ-FKP.

WHEREAS, the City of Jackson filed a lawsuit against Zurich Insurance in the United States District Court of Southern District of Mississippi for issues arising out of insurance coverage for damaged structures sustained in the hail storm of 2013; and

WHEREAS, the Office of the City Attorney vigorously prosecuted the action; and

WHEREAS, the Office of the City Attorney participated in a Settlement Conference with Zurich Insurance and the United States Magistrate Judge; and

WHEREAS, approximately 160 structures were damaged in the 2013 hail storm, and neither the City of Jackson nor Zurich Insurance could agree on the value of the property or the amount of loss; and

WHEREAS, the Commercial Property Conditions of the insurance policy with Zurich Insurance allows the parties to submit to a binding appraisal process in the event that the parties cannot agree on the value of loss; and

WHEREAS, pursuant to the binding appraisal process, an independent umpire will determine the value of loss for each structure; and

WHEREAS, the Office of the City Attorney believes that the best interest of the City of Jackson would be served by foregoing costly and lengthy litigation and entering into a Binding Appraisal Agreement with Zurich Insurance Company to have an independent umpire resolve this matter.

IT IS HEREBY ORDERED that the Office of the City Attorney is authorized to enter into a Binding Appraisal Agreement with Zurich Insurance to resolve the pending federal court litigation in the United States District Court of the Southern District of Mississippi, Cause No. 3:19-cv-805-DPJ-FKP.

IT IS HEREBY ORDERED that the Office of the City Attorney shall be authorized to perform those acts necessary to affect the resolution of this matter.

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

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

Absent – Stokes.

ORDER APPROVING CLAIMS NUMBER 28732 to 28745 APPEARING AT PAGES 394 TO 400 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,590,283.99 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28732 to 28745 appearing at pages 394 to 400, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,590,283.99 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

| FROM: | TO ACCOUNTS PAYABLE FUND |
|---------------------------------|--------------------------------|
| GENERAL FUND | 833,505.87 |
| SEIZURE & FORF PORP-STATE | 268,203.29 |
| TECHNOLOGY FUND | 67,968.66 |
| PARKS & RECR. FUND | 102,418.84 |
| LANDFILL/SANITATION FUND | 205,768.77 |
| FIRE PROTECTION | 24,997.00 |
| STATE TORT CLAIMS FUND | 56,854.30 |
| WATER/SEWER OP & MAINT FUND | 106,397.34 |
| WATER/SEWER CAPITAL IMPR FUND | 166,649.80 |
| EMPLOYEES GROUP INSURANCE FUND | 6,972.86 |
| KELLOGG FOUNDATION PROJECT | 2,708.34 |
| NARCOTICS EVIDENCE ESCROW | 1,334.00 |
| HOUSING COM DEV ACT (CDBG) FD | 13,761.72 |
| INFRASTRUCTURE BOND 2020 \$32M | 58,162.84 |
| 1% INFRASTRUCTURE TAX | 350,303.24 |
| MADISON SEWAGE DISP OP & MAINT | 39.19 |
| WATER/SEWER CAP IMP NOTE 7M | 4,148.24 |
| TRANSPORTATION FUND | 79,144.95 |
| JXN CONVENTION & VISITORS BUR | 262,125.11 |
| 2018 TIF BOND \$4.6M – EASTOVER | 92,796.14 |
| P E G ACCESS – PROGRAMMING FUND | 7,476.88 |
| CDBG COVID CARES | 1,258.00 |
| ZOOLOGICAL PARK | 13,631.97 |
| LIBRARY FUND | 9,453.50 |
| DFA – SB2971 – PETE BROWN GOLF | 4,800.00 |
| DFA – THALIA MARA HALL \$2M | 26,806.00 |
| MDOT – CMPDD PROJECTS | 761,983.15 |
| 2022 GO PLANETARIUM BOND \$7.5M | 60,613.99 |
| TOTAL | \$3,590,283.99 |

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Fidelis Malembeka, Chief Financial Officer and Terry Williamson, Legal Counsel who provided a brief overview of said item.

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

Yeas – Grizzell and Lee.

Nays – Banks, Foote, Hartley.

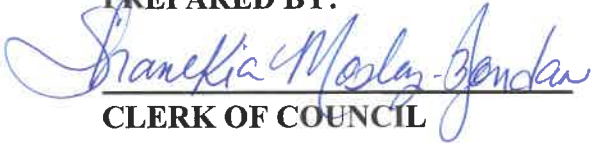
Absent – Lindsay and Stokes.

Note: Said item failed for a lack of a majority vote.

Note: Council Member Lindsay left the meeting during the discussion.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council/Citizen's Agenda Meeting at 6:00 p.m. on April 27, 2023. At 11:21 a.m., the Council stood adjourned.

PREPARED BY:


CLERK OF COUNCIL

APPROVED:

 5/23/2023
COUNCIL PRESIDENT DATE


MAYOR

ATTEST:


CITY CLERK
