

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.

149

**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 May 9, 2023, being the second 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: Safiya Omari, Chief of Staff; 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 **Pastor Tony McBride of Greater Mt. Olive M.B. Church**.

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

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The following individuals provided public comments during the meeting:

- **Anthony Brown** spoke on discussion item 34 expressing concerns regarding frequent flooding at his business J & A Fuel Store located at the Freedom Corner intersection.

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

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF  
THE 60<sup>TH</sup> ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS  
HOMECOMING, JUNE 6-12, 2023.**

**WHEREAS**, the Medgar Wiley Evers Homecoming activities will recognize the sixtieth anniversary of the assassination of Mr. Medgar Wiley Evers which occurred in Jackson, Mississippi on June 12, 1963; and

**WHEREAS**, Medgar Evers was field secretary for the NAACP in Mississippi, a civil rights advocate, and a trailblazer for voting rights and humanitarian efforts on behalf of poor and disenfranchised Mississippians; and

**WHEREAS**, the entire nation and world join the City of Jackson in recognizing and supporting the 60<sup>th</sup> Anniversary Observance of the Homecoming of native-born Mississippian, Mr. Medgar Wiley Evers.

**THEREFORE, IT IS HEREBY RESOLVED** that the City of Jackson is hereby authorized to support and join the 60<sup>th</sup> Anniversary Observance of the Medgar Wiley Evers Homecoming.

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

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**President Foote** recognized **Reena Evers, Civil Rights Activist**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Banks and Stokes.

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**APPROVAL OF THE APRIL 10, 2023 SPECIAL COUNCIL MEETING MINUTES.**

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

Yeas – Foote, Lee and Lindsay.

Nays – Grizzell and Hartley.

Absent – Banks and Stokes.

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**APPROVAL OF THE APRIL 11, 2023 REGULAR COUNCIL MEETING MINUTES.**

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

Yeas – Foote, Lee and Lindsay.

Nays – Grizzell and Hartley.

Absent – Banks and Stokes.

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**APPROVAL OF THE APRIL 12, 2023 SPECIAL COUNCIL MEETING MINUTES.**

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

Yeas – Foote, Lee and Lindsay.

Nays – Grizzell and Hartley.

Absent – Banks and Stokes.

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**APPROVAL OF THE APRIL 18, 2023 SPECIAL COUNCIL MEETING MINUTES.**

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

Yeas – Foote, Lee and Lindsay.

Nays – Grizzell and Hartley.

Absent – Banks and Stokes.

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**President Foote** requested that Agenda Item No. 31 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**NUNC PRO TUNC ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO RETAIN LEGALCOUNSEL.**

**WHEREAS**, the City Council of Jackson, Mississippi, did at a Special Meeting on April 5, 2022, adopt an “Order of the City Council of Jackson, Mississippi to Retain Legal Counsel” related to the City Council’s determination that it required separate representation from two law firms – Martin and Martin, PLLC, and Mills, Scanlon, Dye & Pittman, P.A. – related to certain litigation filed by the Mayor against the City Council; and

**WHEREAS**, one basis for the need for separate counsel was a determination that a conflict of interest did exist between the office of the City Attorney and the City of Jackson; and

**WHEREAS**, the rate of pay for those outside attorneys had been proposed at \$325 for Deshun Martin of the Martin and Martin firm, \$325 for John Scanlon of the Mills Scanlon firm, with the Mills Scanlon firm to be retained in accordance with the terms of an engagement letter, including hourly rates (a copy of which is attached hereto); and

**WHEREAS**, all terms of the Mills Scanlon engagement letter were discussed at the meeting and had also been previously submitted to Ms. Virgi Lindsay, the then City Council president; and

**WHEREAS**, then-Council president Virgi Lindsay (who served until July 1, 2022, when Mr. Ashby Foote assumed the position of City Council president) did execute an engagement letter with Mills Scanlon the following day, on April 6, 2022, containing those rates for both Mr. Scanlon and his firm (see attached Mills Scanlon engagement letter); and

**WHEREAS**, the Order adopted by the City Council on April 5, 2022, did correctly reference a rate of pay of \$325 per hour for both Mr. Martin and Mr. Scanlon, but through inadvertent clerical error did not reference all Mills Scanlon rates, despite the clear terms of the Mills Scanlon engagement letter and despite the fact of full discussion of those terms with the City Council at its April 5 meeting; and

**WHEREAS**, the City Council at its regular meeting on July 5, 2022 (at which time Mr. Ashby Foote had begun his term as Council president), and at its special meeting on July 19, 2022, did adopt similar orders, indicating a need for separate representation from the same two law firms related to certain other litigation, again based on a determination that “a conflict does exist between the City Council and the Mayor’s office rendering the City Attorney unable to represent both the Council and the Mayor”; and

**WHEREAS**, at its regular meeting on Oct. 11, 2022, the City Council did adopt an Order which in part authorized the City Council’s independent special legal counsel to commence seeking other relief, including where appropriate and necessary, judicial relief” which was to be “at their current rate of pay;” and

**WHEREAS**, at its special meeting on Jan. 10, 2023, the City Council again adopted an Order which in part authorized the hiring of the City Council’s outside legal counsel to seek a certain judicial ruling in court; and

**WHEREAS**, each of the above Orders of the governing authority of the City of Jackson (April 5, 2022; July 5, 2022; July 19, 2022; Oct. 11, 2022; and Jan. 23, 2023) became final in the absence of the veto of the Mayor; and

**WHEREAS**, at all times, it was and is the intent of the City Council in its adoption of all of these Orders herein listed, supra, to authorize the rate for Mills, Scanlon, Dye and Pittman to include the rate for Mr. Scanlon and other rates of his firm, as memorialized in an engagement letter the president of the City Council did, and was authorized to, execute the following day on April 6, 2022; and

**WHEREAS**, the purpose of a nunc pro tunc order is to correctly evidence a previous action which was not accurately recorded, and the City Council hereby makes a determination that 1) the Order from its April 5, 2022, meeting did not correctly evidence the City Council’s actions which were not accurately recorded, and 2) a nunc pro tunc order is needed in this matter to reflect accurately the City Council’s actions, namely that the Mills Scanlon firm was hired in accordance with the terms of its written engagement letter; and

**WHEREAS**, the City Council thus and hereby issues this Order, nunc pro tunc, to correctly evidence the previous action(s) of the City Council which was/were not properly recorded – the City Council’s true action, albeit not properly recorded at the time, was to retain and engage the Mills Scanlon firm in accordance with the terms of its written engagement letter; and

**WHEREAS**, the City Council of Jackson, Mississippi was named as a defendant in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”; and

**WHEREAS**, the City Council of Jackson, Mississippi has determined that a conflict does exist between the City Attorney’s Office and the City of Jackson; and

**WHEREAS**, the City Council of Jackson, Mississippi has determined that it is in the best interest of the City of Jackson to defend this lawsuit by retaining the independent legal counsel of Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel; and

**WHEREAS**, the attorneys with Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel will represent the governing authorities in all matters referencing the lawsuit styled

“Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi” in the Circuit Court of Hinds County First Judicial District Cause No. 22-194; and

**WHEREAS**, the governing authorities have determined that such representation by outside counsel shall be limited to the City of Jackson, and shall not include the representation of Mayor Chokwe A. Lumumba individually or in his official capacity; and

**WHEREAS**, Mr. Deshun Martin with Martin and Martin, PLLC and Mr. John Scanlon of Mills, Scanlon, Dye and Pittman as Co-Counsel are highly experienced with the subject matter involved in this case and have agreed to perform services for the City at an hourly rate of \$325.00 per hour equally, based on the skill and experience of the assigned counsels for the charge tasked; and

**WHEREAS**, the agreement with Mills, Scanlon, Dye and Pittman shall also include all of the firm’s rates, as memorialized in an engagement letter the president of the City Council is hereby authorized to execute; and

**WHEREAS**, the City Council President has the authorization to execute a waiver letter with Mills, Scanlon, Dye and Pittman.

**IT IS, THEREFORE, ORDERED** nunc pro tunc that Mr. Deshun Martin of Martin and Martin, PLLC, and Mr. John Scanlon of Mills, Scanlon, Dye and Pittman as Co-Counsel is retained as the independent legal counsel of the City of Jackson at an hourly rate of \$325.00 per hour based upon the skill and experience of the assigned counsels (with the Mills Scanlon agreement to be as memorialized in its engagement letter the City Council president is hereby authorized to execute) for the charged task for the purpose of defending the City of Jackson in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”.

erry L. Mills  
John P. Scanlon  
Zachary L. Gools  
John T. Wadsworth  
Address: 101 S. Capitol

**Mills, Scanlon, Dye & Pittman**  
ATTORNEYS AT LAW  
208 Avery Boulevard North, Suite 101  
Kidderland, Mississippi 39157

Telephone  
(601) 937-2800  
Fax  
(601) 937-7448  
Email: jdy@mslaw.com  
James H. Lindsey: (601) 937-2800  
C. Lindsey: (601) 937-2800

April 6, 2022

City Council of the City of Jackson, Mississippi  
c/o Ward 7 Councilwoman Virgi Lindsey, President  
219 S. President St  
Jackson, MS 39201

**ENGAGEMENT LETTER**  
In Re: *Lumumba vs. City Council of Jackson*,  
in the Circuit Court of Hinds County, First Judicial District, Cause No. 22-194,  
and other litigation between Mayor Chokwe A. Lumumba and  
The City Council of Jackson, Mississippi, as directed

Dear Councilwoman Lindsey:

I want to take this opportunity to thank you personally for your consideration of my firm and me to represent the City Council of the City of Jackson. This Engagement Letter will confirm our formal agreement. This agreement is subject to your approval and signature.

The Client will be the City Council of the City of Jackson, Mississippi. We will also submit separately a required waiver of conflict. The Payer and point of contact for our firm will be you, Councilwoman Virgi Lindsey, or your designee, who will authorize both the legal work fee, and all payments to, our firm.

The scope of work includes all matters related to, up to and including the litigation between Mayor Chokwe A. Lumumba and the City Council of the City of Jackson, Mississippi, specifically the dispute regarding the determination of the Mayor's Veto of the City Council's decision regarding a solid waste collection contract, filed as *Lumumba vs. City Council of Jackson*, in the Circuit Court of Hinds County, First Judicial District, Cause No. 22-194. If there are any other litigation matters or other related matters, our firm will work on those matters only after being directed to do so by you. Please accept this engagement letter as our attorney-client agreement.

The arrangement for attorney's fees will be based on the hourly rate of three-hundred seventy-five dollars (\$375.00) per hour for senior partners, three-hundred twenty-five dollars (\$325.00) per hour for junior partners and two hundred dollars (\$200.00) per hour for associate's work on the case. There will be no initial retainer; we will bill on a monthly basis for any fees and expenses due. Expenses include photocopying, postage, long distance charges, courier services, computer on-line services, court costs, mileage, travel, etc. Payment is due within thirty (30) days.

City Council of the City of Jackson, Mississippi  
City Ward 7 Councilman Virgo Lindsay, President  
April 6, 2022  
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of receipt of our invoice. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your counsel in this matter.

At the conclusion of this matter, we will retain your legal files for a period of seven (7) years after we close our file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter. If you have any questions, please call me at 601-957-2600.

With best regards, I remain,

Sincerely,

Mills, Seamon, Dye & Pittman

John P. Seamon

JPS/mmh

Acknowledged and agreed by:

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Council Member Hartley moved adoption; President Foote seconded.

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

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

Yeas – Foote, Hartley and Lindsay.

Nays – Grizzell and Lee.

Absent – Banks and Stokes.

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Council Member Banks arrived to the meeting.

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**ORDER APPROVING CLAIMS NUMBER 28781 to 28847 APPEARING AT PAGES 421 TO 451 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,025,606.41 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28781 to 28847 appearing at pages 421 to 451, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,025,606.41 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	2,015,841.78
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	31,005.48
PARKS & RECR. FUND	54,382.73
BUSINESS IMPROV FUND (LANDSCP)	58,645.87
LANDFILL/SANITATION FUND	809,534.29

STATE TORT CLAIMS FUND	102,899.38
WATER/SEWER REVENUE FUND	889.29
WATER/SEWER OP & MAINT FUND	1,284,163.06
WATER/SEWER CAPITAL IMPR FUND	36,474.82
DISABILITY RELIEF FUND	107,882.66
EMPLOYEES GROUP INSURANCE FUND	143,287.80
KELLOGG FOUNDATION PROJECT	40,833.33
HOUSING COM DEV ACT (CDBG) FD	20,486.55
UNEMPLOYMENT COMPENSATION REVO	36,302.23
HOME PROGRAM FUND	47.95
H O P W A GRANT – DEPT. OF HUD	104,340.28
INFRASTRUCTURE BOND 2020 \$32M	142,459.66
1% INFRASTRUCTURE TAX	10,982.48
TRANSPORTATION FUND	750,012.21
FONDREN BUSINESS IMPROV FUND	3,962.12
MHC BLIGHT ELIMINATION PROGRAM	27,750.06
SIEMENS SETTLEMENT ACCOUNT	454,045.94
ESG COVID CARES ACT	23,711.67
CDBG COVID CARES	39,418.62
ZOOLOGICAL PARK	38,133.02
LIBRARY FUND	171,704.16
DFA – SB2971 – LIVINGSTON PARK	15,000.00
DFA – SB2971 – PETE BROWN GOLF	63,331.00
DFA – THALIA MARA HALL \$2M	352,134.68
2022 GO PLANETARIUM BOND \$7.5M	32,250.00
BELHAVEN COMMUNITY IMPROVEMENT	4,026.62
<b>TOTAL</b>	<b><u>\$7,025,606.41</u></b>

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

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

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**Note: Council Members Grizzell and Lee** left the meeting.

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**President Foote** moved, seconded by **Council Member Hartley** to amend claims to add a payment to Mills, Scanlon, Dye and Pittman, Inc. in the amount of \$32,566.09. The motion prevailed by the following vote:

Yeas – Banks, Foote and Hartley.

Nays – Lindsay.

Absent – Grizzell, Lee and Stokes.

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

**ORDER APPROVING CLAIMS NUMBER 28781 to 28847 APPEARING AT PAGES 421 TO 451 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,058,172.50 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28781 to 28847 appearing at pages 421 to 451, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,058,172.50

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	2,015,841.78
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	31,005.48
PARKS & RECR. FUND	54,382.73
BUSINESS IMPROV FUND (LANDSCP)	58,645.87
LANDFILL/SANITATION FUND	809,534.29
STATE TORT CLAIMS FUND	102,899.38
WATER/SEWER REVENUE FUND	889.29
WATER/SEWER OP & MAINT FUND	1,284,163.06
WATER/SEWER CAPITAL IMPR FUND	36,474.82
DISABILITY RELIEF FUND	107,882.66
EMPLOYEES GROUP INSURANCE FUND	143,287.80
KELLOGG FOUNDATION PROJECT	40,833.33
HOUSING COM DEV ACT (CDBG) FD	20,486.55
UNEMPLOYMENT COMPENSATION REVO	36,302.23
HOME PROGRAM FUND	47.95
H O P W A GRANT – DEPT. OF HUD	104,340.28
INFRASTRUCTURE BOND 2020 \$32M	142,459.66
1% INFRASTRUCTURE TAX	10,982.48
TRANSPORTATION FUND	750,012.21
FONDREN BUSINESS IMPROV FUND	3,962.12
MHC BLIGHT ELIMINATION PROGRAM	27,750.06
SIEMENS SETTLEMENT ACCOUNT	454,045.94
ESG COVID CARES ACT	23,711.67
CDBG COVID CARES	39,418.62
ZOOLOGICAL PARK	38,133.02
LIBRARY FUND	171,704.16
DFA – SB2971 – LIVINGSTON PARK	15,000.00
DFA – SB2971 – PETE BROWN GOLF	63,331.00
DFA – THALIA MARA HALL \$2M	352,134.68
2022 GO PLANETARIUM BOND \$7.5M	32,250.00
BELHAVEN COMMUNITY IMPROVEMENT	4,026.62
<b>TOTAL</b>	<b><u>\$7,058,172.50</u></b>

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

Note: Said item failed due to lack of a majority vote.

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Note: Vice President Lee returned to the meeting.

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**President Foote** recognized **Council Member Lindsay** who moved, seconded by **Council Member Hartley** to reconsider Claims. The motion prevailed by the following vote:

Yeas – Foote, Hartley and Lindsay.

Nays – Banks and Lee.

Absent – Grizzell and Stokes.

Thereafter, **President Foote** requested that the Clerk read the order as amended:

**ORDER APPROVING CLAIMS NUMBER 28781 to 28847 APPEARING AT PAGES 421 TO 451 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,058,172.50 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28781 to 28847 appearing at pages 421 to 451, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,058,172.50 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	2,015,841.78
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	31,005.48
PARKS & RECR. FUND	54,382.73
BUSINESS IMPROV FUND (LANDSCP)	58,645.87
LANDFILL/SANITATION FUND	809,534.29
STATE TORT CLAIMS FUND	102,899.38
WATER/SEWER REVENUE FUND	889.29
WATER/SEWER OP & MAINT FUND	1,284,163.06
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UNEMPLOYMENT COMPENSATION REVO	36,302.23
HOME PROGRAM FUND	47.95
H O P W A GRANT – DEPT. OF HUD	104,340.28
INFRASTRUCTURE BOND 2020 \$32M	142,459.66
1% INFRASTRUCTURE TAX	10,982.48
TRANSPORTATION FUND	750,012.21
FONDREN BUSINESS IMPROV FUND	3,962.12
MHC BLIGHT ELIMINATION PROGRAM	27,750.06
SIEMENS SETTLEMENT ACCOUNT	454,045.94
ESG COVID CARES ACT	23,711.67
CDBG COVID CARES	39,418.62
ZOOLOGICAL PARK	38,133.02
LIBRARY FUND	171,704.16
DFA – SB2971 – LIVINGSTON PARK	15,000.00
DFA – SB2971 – PETE BROWN GOLF	63,331.00
DFA – THALIA MARA HALL \$2M	352,134.68



**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.**

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2022 GO PLANETARIUM BOND \$7.5M	32,250.00
BELHAVEN COMMUNITY IMPROVEMENT	4,026.62
<b>TOTAL</b>	<b><u>\$7,058,172.50</u></b>

Yeas – Foote.

Nays – Banks, Hartley, Lee and Lindsay.

Absent – Grizzell and Stokes.

**Note:** Said item failed due to lack of a majority vote.

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**Note:** Council Member Grizzell returned to the meeting.

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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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
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
<b>TOTAL</b>		<b>\$2,668,023.42</b>

**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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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST  
MEA PRIMARY CARE PLUS, LCC D/B/A MEA CARES EMPLOYEE ASSISTANCE  
PROGRAM.**

**WHEREAS**, Section 25-15-101 of the Mississippi Code authorizes the governing authorities of a municipality to negotiate and secure for its employees and their dependents contracts for health, hospitalization, medical, surgical and other benefits; and

**WHEREAS**, First MEA Primary Care Plus, LLC d/b/a MEA Cares has available an Employee Assistance Program capable of providing counseling services to employees on issues, including but not limited to, stress management, grief, anxiety, alcohol, substance abuse, or marital issues; and

**WHEREAS**, the services provided by MEA Cares Employee Assistance Program relate to an individual's mental health; and

**WHEREAS**, contracting with First MEA Primary Care Plus LLC d/b/a MEA Cares to provide assistance to municipal employees challenged with personal or familiar issues affecting mental health serves the best interest; and

**WHEREAS**, the assistance afforded by the program will be confidential; and

**WHEREAS**, MEA Cares will provide a toll-free confidential Employee Assistance line with twenty-four (24) hour access for City of Jackson, Mississippi employees and their covered family members; and

**WHEREAS**, after hours face-to-face meetings with a counselor in the case of an emergency defined as homicidal, suicidal, or actively psychotic will also be available; and

**WHEREAS**, MEA Cares submitted a proposal containing three (3) plan options as follows:

Option A: Three (3) sessions per employee and per covered family member at a cost of \$2,000 per month for a total of \$24,000 per contract year; and

Option B: Four (4) sessions per employee and per covered family member at a cost of \$2,688.00 per month for a total of \$32,256 per contract year; and

Option C: Five (5) sessions per employee and per covered member at a cost of \$3,600.00 per month for a total of \$43,200 per contract year; and

**WHEREAS**, covered family member is defined as spouse and unmarried children or step-children living at home or in school full-time under the age of 26 and residing in the state of Mississippi; and

**WHEREAS**, referral for treatment (when appropriate and available) will be made in accordance with the preferred provider network of the City of Jackson, Mississippi; and

**WHEREAS**, MEA Cares will provide Unlimited on-site critical incident stress debriefing per contract year available within forty-eight hours following an in-house crisis or a community crisis involving City of Jackson, Mississippi employees; and

**WHEREAS**, the Department of Human Resources recommends that the governing authorities enter in a contract with First MEA Primary Care Plus, LLC to provide services consistent with Option A; and

**WHEREAS**, the sessions will be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology; and

**WHEREAS**, the counseling sessions will occur at the office(s) of the respective therapist and will be located within 65 miles of the covered employee's workplace; and

**WHEREAS**, employees and covered family members will be provided with written notification of the City of Jackson's sponsored benefit referred to as the Employee Assistance Program (EAP); and

**WHEREAS**, employees and covered dependents will be informed of the various services offered; and

**WHEREAS**, participation in the program will be voluntary and kept confidential; and

**WHEREAS**, management and supervisors will not receive information concerning an employee's participation unless a formal release of information is signed by the employee; and

**WHEREAS**, the City will be required to designate a representative to act as liaison to MEA in the administration of the program; and

**WHEREAS**, MEA Cares will develop and provide to the City of Jackson brochures and a User Guide; and

**WHEREAS**, MEA Cares will prepare and submit a monthly statistical report on EAP utilization to a representative of the City of Jackson, Mississippi including number of EAP calls, referrals, number of admissions to outpatient therapy and number of counseling sessions; and

**WHEREAS**, the monthly reports will not contain identifying information on the employee or covered family member; and

**WHEREAS**, the term of the Agreement will be for a period of three (3) years from the date executed and will be renewed for successive annual periods unless either party provides notice of intent to terminate to the other 60 days in advance of the date of termination; and

**WHEREAS**, neither MEA nor the City shall assign its duties and responsibilities under the Agreement without the prior consent of the other party; and

**WHEREAS**, the Agreement may be modified only by a written consent amendment signed by representatives of the City and MEA.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute a contract with First MEA Primary Care Plus, LLC d/b/a MEA Cares for the offering of the Employee Assistance Program benefit.

**IT IS HEREBY ORDERED** that a sum not exceeding \$2,000.00 per month or \$24,000.00 per year may be paid for the program benefits.

**IT IS HEREBY ORDERED** that the agreement may be renewed after the initial three (3) year term for successive one (1) year terms provided that the terms of the agreement remain unchanged.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to designate an individual who will be liaison for the City and receive the monthly statistical report.

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

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

Nays – Banks.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING SERVICES INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.**

**WHEREAS**, the City of Jackson has a need for temporary staffing services for various City Departments; and

**WHEREAS**, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

**WHEREAS**, representatives from City Departments will notify the Department of Human Resources when they are in need of temporary staffing services; and

**WHEREAS**, the Department of Human Resources sends a request to temporary agencies when there is a need for services; and

**WHEREAS**, the request includes the requesting Department, classification title, duties, quote and schedule; and

**WHEREAS**, the Department of Human Resources selects the agency with the lowest quote; and

**WHEREAS**, Wise Staffing Services Inc. will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

**WHEREAS**, Wise Staffing Services Inc. has an office located at 432 Magazine Street, Tupelo, Mississippi; and

**WHEREAS**, Wise Staffing Services Inc. submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

Position	Pay Rate	Bill Rate
Communications Clerk	\$11.63	\$16.23
Public Safety Dispatcher	\$13.30	\$18.62
Records Clerk	\$9.89	\$13.85
Data Entry Clerk	\$9.89	\$13.85
Custodian, Janitorial, House Keeping	\$9.89	\$13.85
Golf Course Attendant	\$9.70	\$13.58
Zoo Keeper	\$12.72	\$17.81
Maintenance Worker/General Labor	\$12.50	\$17.50
Clerical	\$14.00	\$19.60

**WHEREAS**, Wise Staffing Services Inc. will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

**WHEREAS**, invoices will be supported by the Wise Staffing Services Inc., Timesheets for assigned employees; and

**WHEREAS**, the signature of the City of Jackson on the Timesheet certifies that the documented hours are correct and authorizes Wise Staffing Services, Inc to bill The City of Jackson for those hours; and

**WHEREAS**, the term of the contract will be 24 months (2) years from the date of execution of the agreement; and

**WHEREAS**, Wise Staffing Services Inc. will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Wise Staffing Services Inc. offers to them; and

**WHEREAS**, Wise Staffing Services Inc. will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

**WHEREAS**, Wise Staffing Services Inc. will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

**WHEREAS**, Wise Staffing Services Inc. will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

**WHEREAS**, Wise Staffing Services Inc. will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Wise Staffing Services Inc. employment policies related to the assigned employees conduct at the worksite; and

**WHEREAS**, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

**WHEREAS**, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Wise Staffing Services Inc. express prior written approval or as strictly required by the job description provided to Wise Staffing Services Inc.; and

**WHEREAS**, the City will not change the assigned employees job duties without Wise Staffing Services Inc. express prior written approval; and

**WHEREAS**, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

**WHEREAS**, the City and Wise Staffing Services Inc. agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

**WHEREAS**, knowledge, possession or use of the City's information will not be imputed to Wise Staffing Services Inc. as a result of an assigned employee having access to the information; and

**WHEREAS**, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

**WHEREAS**, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

**WHEREAS**, Wise Staffing Services Inc. will provide proof of liability and workers compensation coverage upon request of the City.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a contract with Wise Staffing Services Inc. for the purposes stated in this Order.

**IT IS FURTHER ORDERED** that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

**IT IS FURTHER ORDERED** that payment for the services provided after the contract has been executed may be made to Wise Staffing Services Inc.

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

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

Nays – Banks.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH (4yr) RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR AMINOLTABIZHUB C300i DIGITAL COLOR SYSTEM AND THE MINOLTA BIZHUB 360i (BLACK/WHITE) DIGITAL COLOR SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN RESOURCES.**

**WHEREAS**, Section 31-7-13(m)(i) of the Mississippi Code exempts from bidding requirements purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration; and

**WHEREAS**, Advantage Business Systems is authorized by State Contract # 8200062059 to furnish copier equipment and supplies; and

**WHEREAS**, the Department of Human Resources has need for copying equipment and supplies and has identified the Minolta Bizhub C300i Digital Color System and a Minolta Bizhub 360i Black and White Digital System as being sufficient to meet its needs; and

**WHEREAS**, the terms of the agreement with Advantage Business Systems are set for in State Contract #8200062059 dated February 2017; and

**WHEREAS**, the term of the lease of the equipment will be for a period of forty-eight (48) months and no automatic renewal will be allowed; and

**WHEREAS**, another agreement will be required if the City of Jackson desires to continue leasing the equipment; and

**WHEREAS**, Advantage Business Systems will install, maintain, and repair the equipment to keep in good working order; and

**WHEREAS**, Advantage Business Systems will provide one copy credit for copy which the City deems unusable and for copies produced during servicing of the equipment; and

**WHEREAS**, Advantage Business Systems will to the maximum extent permitted by law indemnify, defend, and hold harmless the City, its officers, employers, and agents against all claims, demands, liabilities, suits, action, damage, losses and costs of any kind and nature caused by Advantage Business System in performance of or failure to perform the agreement; and

**WHEREAS**, Advantage Business Systems must use legal counsel acceptable to the City in defending a suit, if it controls the defense; and

**WHEREAS**, Advantage Business Systems shall not settle any claim, suit, or action with concurrence from the City; and

**WHEREAS**, the cost of the Minolta Bizhub C300i Digital Color System is \$165.00 per month plus a per copy charge of .0085 for all copies; and

**WHEREAS**, the cost of the Minolta Bizhub 360i Black and White System is \$123.00 per month plus a per copy charge of .0079 for copies; and

**WHEREAS**, labor, parts, toner and drums with the exception of staples and paper are included in the price of the equipment rental.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute a contract with Advantage Business System for the rental of a Minolta Bizhub C300i copier at a cost of \$165.00 per month plus a per copy charge of .0085 per copy and for the rental of a Minolta Bizhub 360i at a cost of \$123.00 per month plus a per copy charge of .0079 per copy.

**IT IS HEREBY ORDERED** that payment for the rental of the equipment and the copy charges may be made from budgeted funds of the Department of Human Resources.

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWENTY-FIVE (25) GUARDIAN HANDHELD LAUNCHING SYSTEMS AND ALSO TWENTY-FIVE (25) TWELVE MONTH SUBSCRIPTIONS TO GPS LIVE TRACKING PROJECTILES, COREVIEW MAPPING, DATA AND USE ACCESS FOR FOUR YEARS AND ONE TRAIN THE TRAINER MODULE FOR APERIOD OF FOUR (4) YEARS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STAR CHASE, LLC RELATED TO THE SUBSCRIPTIONS.**

**WHEREAS,** Starchase, LLC has a patent on a handheld real time vehicle tagging and tracking technology product which may be used by law enforcement as a safe alternative to high-speed pursuits; and

**WHEREAS,** the Jackson Police Department received undated correspondence from Trevor A. Fischbach, the President of StarChase LLC advising that it is the exclusive and sole manufacturer of the handheld tagging and tracking technology product; and

**WHEREAS,** the correspondence from StarChase also indicated that its technology is a patented product and its unique characteristics make it a stand-alone product in electronic/surveillance, law enforcement vehicle/traffic accessories and pursuit management; and

**WHEREAS,** the Jackson Police Department has been able to locate a company with a similar product offering with the capacity to tag and track in real time; and

**WHEREAS,** Section 31-7-13 (m)(viii) of the Mississippi Code exempts from bidding requirements non-competitive items available from one (1) source only; and

**WHEREAS,** Section 31-7-13(m)(viii) the governing authorities for the City of Jackson have the power to authorize the purchase of non-competitive items when the conditions and circumstances requiring the purchase are known; and

**WHEREAS,** the Guardian-HX Handheld Launcher manufactured by Star Chase, LLC is only available from Star Chase LLC; and

**WHEREAS,** the Guardian-HX Handheld Launcher may be applied in auto theft recovery, special operations, DUI checkpoints, barricaded suspects, patrol operations, and interdiction of law enforcement agencies; and

**WHEREAS,** the City of Jackson is an urban area where high speed law enforcement pursuits pose significant risk of death and severe bodily injury; and

**WHEREAS,** the Guardian-HX Handheld Launcher is cutting edge technology which will be useful in reducing the risk of death and severe bodily injury from police pursuits while simultaneously assisting with the capture of criminal of criminal suspects; and

**WHEREAS,** the Jackson Police Department recommends that the governing authorities authorize the purchase of twenty (25) Guardian-HX Handheld Launchers at the cost of \$82,612.00 after application of a \$12,388.00 discount and includes the Pelican 1720 rifle case, battery mags and charger, training rounds and live GPS rounds; and

**WHEREAS,** a subscription to the GPS Live Tracking Projectiles, Coreview, and Mapping Data is required for the use of the Guardian-HX Handheld Launcher; and

**WHEREAS,** twenty-five (25) one (1) year subscriptions to the GPS Live Tracking Projectiles and Mapping Data cost \$11,400.00 after application of a discount of \$600.00; and

**WHEREAS,** StarChase has offered an opportunity to renew the subscriptions for three twelve-month periods after the initial subscription year at a cost of \$11,400.00; and

Whereas, the terms and conditions of the agreement with StarChase are as follows:

- (1) The products will be of genuine and authentic manufacture and new and unused;

- (2) All maintenance services including updates and software upgrades will be in a professional manner by qualified personnel;
- (3) StarChase hardware will be free from manufacturing defects and will be in good operating condition in accordance with publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase hardware; and
- (4) StarChase shall issue a separate invoice for each order containing the following information:  
(a) description and quantity of products ordered; (b) the quantity of products shipped; (c) delivery destination and day/date confirming product delivery; (d) purchase order number; (e) purchase price for each product; (f) total purchase price for purchase order; (g) applicable taxes, freight charges and applicable discounts;
- (5) All invoiced amounts shall be subject to a two percent (2%) (early payment discount for payments remitted within fifteen (15) days of receipt of invoice;
- (6) Any payment which is past due and caused by reasons attributable to City will be subject to a monthly charge at the rate of one- and one-half percent (1.5) per month of the amount due or the maximum rate permitted by law, whichever is lower;
- (7) If there is a dispute arising out of the agreement, the prevailing party shall be entitled to recover its attorney's fees and cost, including at trial and on appeal and in any action brought solely to recover attorneys' fees and costs to which it is entitled.

**WHEREAS**, in addition to the GPS Live Tracking Projectiles and Mapping Data, StarChase provides an Interactive Web based Operator Train the Trainer Module at a cost of \$420.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the purchase of Interactive Web based Operator Train the Trainer Module at \$420.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the purchase of a twelve-month subscription to the GPS Live Tracking Projectiles and Mapping Data program at the discounted cost of \$11,400.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the renewal of the GPS Live Tracking Projectiles and Mapping Data program at the discounted cost of \$11,400.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the renewal of the GPS Live Tracking Projectiles and Mapping Data for three (3) additional years at the discounted cost of \$11,400.00 following the expiration of the initial subscription year.

**IT IS, THEREFORE, ORDERED** that 25 Guardian Handheld Launchers may be purchased from StarChase at a cost of \$82,612.00.

**IT IS, THEREFORE, ORDERED** that 25 twelve-month subscriptions of the GPS Live Tracking Projectiles, Coreview, Mapping and Data service.

**IT IS, THEREFORE, ORDERED** that subsequent to the expiration of the initial twelve-month subscription of the GPS Live Tracking Projectiles, Coreview, Mapping and Data services, the subscription may be renewed for three additional one-year periods at the same discounted cost of \$11,400.00 annually.

**IT IS, THEREFORE, ORDERED** that payment for the renewal subscription of the GPS Live Tracking Projectiles Coreview Mapping and Data service shall be made at the time that the subscription requires review and not prior to the renewal period.

**IT IS, THEREFORE, ORDERED** that the total sum which may be paid for the initial purpose of the Handheld Launchers, GPS Live Tracking Projectiles, Coreview Mapping and Data Service, and Training Module shall not exceed the sum of \$95,808.00 which includes shipping of \$1,376.00.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the agreement with StarChase related to the procurement of the goods and the subscriptions.



**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute agreements related to the subscription service when each renewal period occurs without further order of the Jackson City Council. No advance agreement to renew the subscription services is authorized.

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**Note:** **Council Member Banks** and **Council Member Hartley** left the meeting.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXECUTE AN MOU WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES WHICH WILL ENABLE THE JACKSON POLICE DEPARTMENT TO RECEIVE, DISTRIBUTE, AND ADMINISTER NARCAN.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is not inconsistent with the Mississippi Constitution of 1890; and

**WHEREAS**, protecting the health and safety of persons within the municipality is a function of the Jackson Police Department and constitutes a municipal affair; and

**WHEREAS**, the Mississippi Department of Mental Health Bureau of Behavioral Health Services is a state instrumentality with access to the nasal spray – Narcan; and

**WHEREAS**, Narcan is also known as Naloxone and has been known to be effective in reducing the effects of opioid overdoses; and

**WHEREAS**, the Mississippi Department of Mental Health Bureau of Behavioral Health has the authority to supply law enforcement and public safety personnel with Narcan at no cost; and

**WHEREAS**, the Mississippi Department of Mental Health Bureau of Behavioral Health Services is amenable to supplying the Jackson Police Department with Narcan upon execution of an MOU; and

**WHEREAS**, the Jackson Police Department recommends that the City of Jackson enter into an MOU with the Mississippi Department of Mental Health's Bureau of Behavioral Health to facilitate the supplying of Narcan; and

**WHEREAS**, having access to Narcan will enable officers of the Jackson Police Department to minimize the risk of death when called to respond to opioid overdoses; and

**WHEREAS**, pursuant to the terms of the MOU, the Department of Mental Health will provide units of Narcan to the Jackson Police Department monthly; and

**WHEREAS**, the Department of Mental Health will provide electronic and paper forms for tracking the supply of Narcan and capturing data related to the distribution and deployment of Narcan; and

**WHEREAS**, the Department of Mental Health will provide online or in person training on the proper administration and storage of the Narcan to personnel determined by the Jackson Police Department prior to the delivery of the Narcan; and

**WHEREAS**, the City of Jackson must attest to the training of agency personnel prior to personal possession of the NARCAN; and

**WHEREAS**, the City of Jackson through its police department must monitor agency personnel in possession of Narcan for adherence to the proper safeguarding and storage of the inventory including but not limited to the following guidelines:

Store at room temperature between 59 degrees Fahrenheit to 77 degrees Fahrenheit (15 degrees Celsius to 25 degrees Celsius);  
Do not freeze Narcan;  
Keep the Narcan in its box until ready for use to protect from light;  
Replace the Narcan before the expiration date on the box;  
Keep it and all medicines out of the reach of children

**WHEREAS**, the City of Jackson must designate an individual to be a Point of Contact for the purpose of completing and delivering the monthly Narcan Reporting form; and

**WHEREAS**, the monthly Narcan Reporting Form must be delivered by electronic mail by the 10th day of each month to Maggie.Roberts@dmh.ms.gov whose telephone number is 601-359-6221; and

**WHEREAS**, the City of Jackson through its police department must distribute Narcan to agency personnel as necessary to ensure that the first-in-first out inventory management is followed to reduce inventory loss arising out of product expiration; and

**WHEREAS**, the MOU will be effective for the lesser of two (2) years from the date of execution or until the NARCAN inventory is depleted; and

**WHEREAS**, the MOU may be terminated by the Department of Mental Health in its discretion along with a return of all remaining NARCAN inventory if the monthly reporting form becomes more than 90 days delinquent; and

**WHEREAS**, 14 days advance notice will be provided if there is early termination, and the Point of Contact shall be responsible for obtaining all returning inventory and delivery to: Chuch Oliphant, Bureau of Behavioral Health Services, 239 North Lamar Street, 1101 Robert E. Lee Building, Jackson, Mississippi.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the MOU with the Mississippi Department of Mental Health pertaining to the delivery and distribution of NARCAN.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

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**ORDER AUTHORIZING THE MAYOR TO TERMINATE AN ADDENDUM TO THE LICENSE AND SERVICE AGREEMENT IT TYLER TECHNOLOGIES, INC. FOR THE TYLER NEW WORLD PUBLIC SAFETY PRODUCTS, LICENSES, SOFTWARE, AND SERVICES.**

**WHEREAS**, the Information System Division for the Department of Information Technology recommended that the Jackson Police Department utilize Tyler Technologies Inc.'s ("TylerTech") New World Public Safety system to replace legacy systems for Fire, Police and 91 1; and

**WHEREAS**, on October 29, 2019, the Jackson City Council authorized the Mayor to execute an addendum to the Tyler Technologies, Inc. Agreement for additional software, hardware, and implementation services for the Enterprise Resource Planning System; and

**WHEREAS**, the Department of Information Technology and the Jackson Police Department recommend that the governing authorities for the City of Jackson authorize the Mayor to terminate the Addendum to the License and Service Agreement with TylerTech for the Tyler New World Public Safety products, licenses, software, and services; and

**WHEREAS**, the License and Service Agreement between the City of Jackson and Tyler Technologies, Inc. provides that if the City of Jackson believes TylerTech materially breached the Agreement, the City will invoke the Dispute Resolution clause set forth in the Agreement. The City of Jackson may terminate this Agreement for cause in the event TylerTech does not cure, or cause a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in the Dispute Resolution clause; and

**WHEREAS**, in the event of termination for cause, the City will pay TylerTech for all undisputed fees and expenses related to the software, products, and/or services the City has received or TylerTech has incurred or delivered prior to the effective date of termination; and

**WHEREAS**, under the Dispute Resolution clause, the City of Jackson will provide written notice within thirty (30) days of becoming aware of dispute; and

**WHEREAS**, pursuant to said Agreement, the City of Jackson must cooperate in trying to reasonably resolve all disputes, including, if requested by either party; and

**WHEREAS**, the City of Jackson must appoint a senior representative to meet and engage in good faith negotiations with TylerTech's appointed senior representative; and

**WHEREAS**, senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed; and

**WHEREAS**, if the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction; and

**WHEREAS**, the Department of Information Technology and the Jackson Police Department recommends to the governing authorities for the City of Jackson that the Mayor be authorized to provide TylerTech with written notice of a dispute regarding the Tyler New World Public Safety products, licenses, software, and services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to terminate the Addendum to the License and Software Agreement with TylerTech. for the Tyler New World Public Safety products, software, and services.

**IT IS FURTHER ORDERED** that the Jackson Police Department and the Department of Information Technology are authorized to pay TylerTech for all undisputed fees and expenses related to the software, products, and/or services the City has received or TylerTech has incurred or delivered prior to the effective date of termination.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

\* \* \* \* \*

**Note: Council Member Banks and Council Member Hartley** returned to the meeting.

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**ORDER AUTHORIZING THE REVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2023 BUDGET TO MOVE FUNDS ACROSS CATEGORIES FOR THE EMERGENCY SOLUTIONS CARES ACT GRANT PROGRAM YEAR 2023.**

**WHEREAS**, the Mississippi Code Annotated, Section 21-35-25, states, 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; and

**WHEREAS**, there is an account line item in the Office of Housing and Community Development budget requiring Council approval to be moved across categories for the Emergency Solutions CARES Act Grant program year 2023; and

**WHEREAS**, the following funds would be revised as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	0379.71513.6742 (Stewpot ESG-CV)	\$39,060.76

To: 0379.71511.6115 (Redistributed Salary ESG-CV) \$39,060.76

**IT IS, THEREFORE, ORDERED** that the Department of Planning and Development's Fiscal Year 2023 budget be revised for the Emergency Solutions CARES Act Grant program year 2023 funds in the amount of \$39,060.76 as follows:

To/From	Fund/Account Number	Amount
From:	0379.71513.6742 (Stewpot ESG-CV)	\$39,060.76
To:	0379.71511.6115 (Redistributed Salary ESG-CV)	\$39,060.76

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS.**

**WHEREAS**, the Mississippi Department of Transportation published on its website notice for Section 5311 and Section 5307 recipients that the Mississippi Department of Transportation was making 16% of the Multi-Modal Transit Improvement Program (MMTIP) allocated funds available for transit projects; and

**WHEREAS**, the deadline for submitting an application was 4:00 p.m. on March 31, 2023; and

**WHEREAS**, the purpose of the Multi-Modal Transit Improvement Program is to provide funds for priority projects which funds are not otherwise available that are important to the continued development and improvement of the state's public transportation infrastructure and have significant impact on local communities; and

**WHEREAS**, the funds cannot be used for routine administrative expenses; and

**WHEREAS**, the Mississippi Department of Transportation stated that funds will be approved on a competitive basis and not based on the number of applications received; and

**WHEREAS**, the City of Jackson has in previous years received an allocation or been awarded funds from the MMTIP; and

**WHEREAS**, the City of Jackson's Transit Division recommends that the City of Jackson ratify the application submitted for the sum of \$480,000.00 to the Mississippi Department of Transportation in order to support fueling and other operating expenses not eligible for funding provided by the Federal Transit Administration; and

**WHEREAS**, the City of Jackson's Transit Division believes that its application will be competitive and considered as a priority project; and

**WHEREAS**, the best interest of the City of Jackson would be served by applying for funding in the amount of \$480,000.00.

**IT IS, THEREFORE, ORDERED** that the application submitted to the Mississippi Department of Transportation MMTIP for funding in the amount of \$480,000.00 is ratified.

**IT IS FURTHER ORDERED** that if funds are awarded to the City of Jackson by the Mississippi Department of Transportation, the Mayor shall be authorized to accept the funds received, execute documents and agreements required for receipt of funds and submit financial reports concerning the receipt and expenditure of the monies.

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDERS #1-4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).**

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

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

**WHEREAS**, on December 6, 2022, Minute Book 6W, pages 425-426, the governing authorities authorized the Mayor to extend the agreement to March 31, 2023 with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

**WHEREAS**, due to additional unforeseen site work, Transit Services is requesting an extension to the contract through June 30, 2023; and

**WHEREAS**, during construction, multiple issues were identified that require a change order to correct; and

**WHEREAS**, Change Orders #1-4 resulted in an increased amount not to exceed twenty-two thousand six hundred twelve dollars and twenty-seven cents (\$22,612.27); and

**WHEREAS**, for all work to be completed in accordance with the contract documents, minor modifications to the existing plans were required and description of each change listed below; and

Change Order#1: This was necessary due to extra work required at the UMMC location on North State Street (east side) in order for the shelter pad and sidewalk to meet slop tolerances (\$5,822.23).

Change Order#2: This was necessary due to extra work required at the Wal-Mart site due to unstable soil conditions (\$6,750.91).

Change Order#3: This was necessary due to extra work required at the Fortification Street site on North State to provide for modification to accommodate wheelchair access (\$4,189.13).

Change Order#4: This was necessary due to extra work required at the base of the column posts and brace posts (\$5,850.00).

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorizes the Mayor to execute an amendment, change orders#1-4 and related documents to the agreement with GCW Pavement Services increasing the contract by an amount not to exceed twenty-two thousand six hundred twelve dollars and twenty-seven cents (\$22,612.27) with eighty percent (80%) of the cost or eighteen thousand eighty-nine dollars and eighty-two cents (\$18,089.82) to be paid by the Federal Transit Administration and twenty percent (20%) or four thousand five hundred twenty-two dollars and forty-five cents (\$4,522.45) from local match from FY2023 Transit Budget and extending the contract period to June 30, 2023.

**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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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, POLICE PRECINCT NO. 2.**

**WHEREAS**, the Jackson Police Department, Precinct No. 2 is currently housed in the Metrocenter Mall; and

**WHEREAS**, the Metrocenter Mall is in a consistent state of disrepair, and Precinct No. 2 is in need of an alternate location; and

**WHEREAS**, the Jackson Police Department recommends to the governing authorities for the City of Jackson that the Mayor be authorized to execute a Lease agreement with Westland Shopping Center, L.P., represented by its General Partner, Westland SC GP, Inc., having an address at c/o Stirling Properties, LLC, 109 Northpark Boulevard, Suite 300, Covington, Louisiana 70433 (“Landlord”) to relocate Precinct No. 2 to the Westland Plaza Shopping Center located at the corner of Ellis Avenue and Robinson Road; and

**WHEREAS**, the Jackson Police Department proposes that the City enter into a 60-month lease that will automatically renew for 60 months in month 61, under the same terms and conditions, unless the City of Jackson gives the Landlord one hundred eighty (180) days advance notice of termination; and

**WHEREAS**, the minimum annual rent is set at \$19.55 per square foot, which is \$9,151.03 per month for the first period of 60 months for 5,617 square feet of rentable space, and if the Lease agreement is renewed for an additional 60 months, the minimum annual rent is set at \$21.05 per square foot, which is \$9,853.15 per month, which includes operating construction, and common area maintenance costs; and

**WHEREAS**, the leased premises will be used solely for an office for the Jackson Police Department, Precinct No. 2; therefore, the Landlord will perform the work in Exhibit A for the benefit of the City of Jackson at a cost not to exceed \$530,000.00; and

**WHEREAS**, the cost of construction is included in the rental payment over the period of the Lease, however should the City of Jackson terminate the Lease prior to the expiration of a ten (10) year term, then the City shall repay the Landlord at a zero percent (0%) amortized rate; and

**WHEREAS**, while this work is being performed, the Landlord will provide a temporary space for Precinct No. 2 to conduct its operations at no additional charge to the City of Jackson, which is also located in the Westland Plaza Shopping Center; and

**WHEREAS**, the City will be responsible for paying all utilities, including water rates, and charges, all sewer rates and all charges for electricity, gas, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and any other utility supplied to the premises; and

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

**WHEREAS**, it is understood that this Lease requires approval by the governing authorities for the City of Jackson and, if it is not approved, then it is void and no payment shall be made; and

**WHEREAS**, in the event that Landlord or the City of Jackson is delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strike, lock-outs, casualties, Acts of God, labor troubles, terrorism, inability to procure materials, failure of power,

governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord or City of Jackson, then neither Landlord nor City of Jackson shall be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Lease and related documents with Westland Shopping Center, L.P., represented by its General Partner, Westland SC GP, Inc., to relocate the Jackson Police Department Precinct No. 2 to the Westland Plaza Shopping Center from the Metrocenter Mall.

**IT IS FURTHER ORDERED** that the Jackson Police Department shall make rental payments as outlined in this order and the Lease agreement.

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

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**President Foote** recognized **Allen Carr, Property Manager** and **Chloe Dotson, Director of Planning and Development**, who provided a brief overview of said item.

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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 LEASE AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES AND THE DEPARTMENT OF PARKS AND RECREATION.**

**WHEREAS**, currently, the COJ Employee Clinic, the Department of Human and Cultural Services, the Department of Human Resources, and the Department of Parks and Recreation are housed in the Metrocenter Mall; however, the Metrocenter Mall is in such a consistent state of disrepair that these departments must be relocated to an alternate location; and

**WHEREAS**, the Department of Planning and Development recommends that the City of Jackson enter into a Lease agreement for office space with Jackson-North State, LLC (hereinafter “Landlord”), with its principal office at 633 North State Street, Jackson, Mississippi 39202; and

**WHEREAS**, the Landlord proposes a 60-month agreement which, unless the City of Jackson has notified the Landlord of termination of the Lease on or before one hundred eighty (180) days of the initial period, will automatically renew for a period of sixty (60) months; and

**WHEREAS**, the base rent for the first 60 months is \$36,229.17 a month and if this Lease is automatically renewed, the base rent will be \$39,852.08 a month for the second five (5) year term; and

**WHEREAS**, the base rent amounts are estimated based upon the Rentable Area of Premises which is approximately 34,780 rentable square feet and are subject to confirmation of such measurement (\$12.50 per RSF for months 1-60 and \$13.75 per RSF for months 61-120); and

**WHEREAS**, the auto-renewal term will automatically commence in month sixty-one (61), under the same terms and conditions, with the exception of Base Rent, as the Initial Term, unless the City of Jackson gives Landlord one hundred eighty (180) days advance notice of termination; and

**WHEREAS**, the City of Jackson will have two (2) options to extend the term of the Lease for an additional five (5) years; and

**WHEREAS**, the premises will only be used for professional offices for the City of Jackson, including the in-house clinic facilities, and the premises may not be used for any other purpose, including,

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without limitation, retail or residential use, without the prior express written consent of Landlord, which may be withheld in Landlord's sole discretion; and

**WHEREAS**, the Landlord will also make improvements to the facility to house the various department as well as the employee health clinic; and

**WHEREAS**, the Landlord will (i) install new flooring on each floor of the Premises, (ii) build out space for clinic facilities, (iii) paint the walls of each floor of the Premises, (iv) install partial lighting upgrades in the premises and the building, (v) install replacement plumbing fixtures, and (vii) any additional improvements to the premises which are requested by City of Jackson and approved by Landlord; and

**WHEREAS**, the Landlord shall pay \$350,000.00 for the construction of the Initial Building/Premises Improvements (Landlord Improvement Allowance), however the City will be responsible for any cost of construction which are in excess of the Landlord Improvement Allowance, which will be charged as additional rents to be paid out over the life of the Lease; and

**WHEREAS**, notwithstanding the \$350,000.00, the City understands and agrees that the Landlord will expend funds in an amount not to exceed \$100,000.00, unless agreed to by Landlord in writing, to build out space for clinic facilities that will be Tenant specific improvements to be reimbursed (actual amount of expenditure, not estimate) by the City as additional payments spread out over the course of the Initial Term; and

**WHEREAS**, if the City of Jackson should terminate this Lease prior to the expiration of the initial 60-month term that Landlord will suffer damage in the amount still owing to Landlord for the COJ employee clinic, the City of Jackson, shall owe to Landlord the amount remaining to be paid for the clinic facilities with said amount due and payable to Landlord forty-five (45) days from the notice of termination given to Landlord; and

**WHEREAS**, the parties agree that this is not a termination fee, but is based solely on the amount Tenant will owe to Landlord for the tenant specific improvement build-out for the City's on-site clinic facilities; and

**WHEREAS**, if applicable, all interest, late charges, fees, charges, and other amounts payable under this Lease will constitute additional rent; and

**WHEREAS**, the Landlord will also deliver a statement providing the amount of the City of Jackson's pro-rata share of operating expenses for each calendar year of the term by February 28th of the following year, and the City of Jackson shall pay such amount to Landlord on or before April 30th of the next year; and

**WHEREAS**, the operating expenses shall not exceed an amount of \$20,000.00 on an annual basis without additional City Council approval; and

**WHEREAS**, if Landlord fails to perform any of its obligations hereunder, Landlord shall not be in default and the City of Jackson shall not have any rights or remedies growing out of such failure unless the City of Jackson gives Landlord written notice setting forth in reasonable detail the nature and extent of such failure and such failure is not cured within thirty (30) days following Landlord's receipt of such notice or such longer period as may otherwise be provided herein; and

**WHEREAS**, if such failure cannot reasonably be cured within thirty (30) days, the length for curing shall be extended as reasonably required. In the event Landlord shall be in default (as stated above) and thereafter fails to provide such services within a reasonable time, the City of Jackson shall have the right, but not the obligation, to perform such obligations; and upon receipt of a demand therefor, Landlord shall reimburse the City for the actual and reasonable cost of performing such obligations, plus interest thereon; and

**WHEREAS**, each party shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of its obligations when prevented from so doing by a cause beyond such party's reasonable control, including labor disputes, government regulations, fire or casualty, acts of terrorism, inability to obtain any materials or services, or acts of God; and



**WHEREAS**, it is understood that this Lease requires approval by the governing authorities for the City of Jackson and, if it is not approved, then it is void and no payment shall be made; and

**WHEREAS**, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds and if the funds anticipated for the continuing fulfillment of the Lease are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Landlord to terminate this Lease without damage, penalty, cost or expenses to the City of any kind whatsoever, other rental payments accrued prior to receiving written notice and vacating the premises.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Lease and related documents with Jackson-North State, LLC to relocate the COJ Employee Clinic, the Department of Human And Cultural Services, the Department of Human Resources, and the Department of Parks And Recreation to 633 North State Street, Jackson, Mississippi 39202 due to the Metrocenter Mall being in such a consistent state of disrepair.

**IT IS FURTHER ORDERED** that the respective departments are to make payment as outlined in this Order and the Lease agreement.

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND BIG MOKEY TRAIN, INC., FOR THE USE OF A TWENTY-FOUR-INCH (24”) GAUGE TRAIN AT THE JACKSON ZOO LOCATED AT 2918 WEST CAPITOL STREET, JACKSON, MISSISSIPPI.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code, as Amended, states that the governing authorities of every municipality of the state shall have the care, management, and control of its municipal affairs, property, and finances; and

**WHEREAS**, the Jackson Zoo and the Department of Parks and Recreation wish to enter into an Agreement with Big Mokey Trains, Inc., (“Big Mokey Train”) for the rental and use of a twenty-four-inch (24”) gauge train; and

**WHEREAS**, Big Mokey Train has provided an Agreement for the rental and use of a twenty-four-inch (24”) gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months; and

**WHEREAS**, the Jackson Zoo shall pay Big Mokey Train fifty percent (50%) of all monthly train ticket sales (ticket prices shall be \$3.00 per person, per ride) accompanied by a detailed written report of daily train ticket sales; and

**WHEREAS**, the Jackson Zoo shall include information about the operational train in all advertisements of attractions available at the Jackson Zoo; and

**WHEREAS**, the Jackson Zoo shall provide all fuel and oil for the train to be operational at the Jackson Zoo; and

**WHEREAS**, the Jackson Zoo shall provide staff and designate a supervisor to oversee proper protocol, checklists completion, operations, and maintenance of the train engine, coaches, and train track; and

**WHEREAS**, Big Mokey Train shall provide the Jackson Zoo with tickets to be used for train rides; and

**WHEREAS,** Big Mokey Train shall remain responsible for all major repairs and maintenance on the engine and coaches, including but not limited to, brakes, rear-end work, and transmission; and

**WHEREAS,** In the event of train inoperability/break-down, Big Mokey Train shall replace any inoperable unit(s) with serviceable unit(s) within forty-eight (48) hours after being notified of train inoperability; and

**WHEREAS,** the Jackson Zoo shall use its own maintenance staff for minor train repairs and routine train maintenance; and

**WHEREAS,** neither the City of Jackson nor the Jackson Zoo shall be liable for any injuries or damages to any persons or property occurring from the use and operation of said train, unless caused by the gross negligence of the City of Jackson and/or the Jackson Zoo; and

**WHEREAS,** Big Mokey Train shall maintain a liability insurance policy with a minimum of One Million (\$1,000,000.00) Dollars in personal injury coverage and a minimum of One Million (\$1,000,000.00) Dollars in property damage coverage, listing the City of Jackson as an additional named insured in said policy; and

**WHEREAS,** Big Mokey Train shall provide a copy of said liability insurance policy and a Certificate of Coverage to the City of Jackson and the Jackson Zoo, before the train begins operation; and

**WHEREAS,** Big Mokey Train shall maintain an operational train as agreed upon in the Agreement at the Jackson Zoo for a period of twelve (12) months, said twelve (12) months commencing upon the first day the train is operational for public use; and

**WHEREAS,** the Agreement may be terminated with cause by either party upon providing a sixty (60) day written notice to the other party; and

**WHEREAS,** In the event of an early termination as outlined above, Big Mokey Train shall be given a reasonable amount of time to remove the train.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an Agreement with Big Mokey Train for the use of a twenty-four-inch (24") gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months commencing upon the first day that the train is operational for public use, with the Jackson Zoo paying Big Mokey Train fifty percent (50%) of all train ride ticket sales.

**IT IS FUTHERED ORDERED** that payment for this Agreement be made from the funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from Big Mokey Train.

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY OVG 360 MANAGEMENT GROUP AND IATSE LOCAL 589, IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS (\$2,621.40).**

**WHEREAS,** the OVG 360 Management Group ("OVG 360") of the Jackson Convention Center and IATSE Local 589 ("IATSE") with Thalia Maria Hall, both performed services for the City of Jackson, Parks and Recreation Department, on three (3) separate dates; and

**WHEREAS,** OVG 360 for the Jackson Convention Center provided the following services totaling One Thousand Dollars (\$1,000.00) for the Jackson African American Male Wellness Walk on April 22, 2023: Ballroom D at the discounted rate of Five Hundred Dollars (\$500.00); six (6) hours of security services for two hundred plus (200+) participants at the rate of Twenty-Five Dollars (\$25.00) per hour; and janitorial services at the rate of Three Hundred and Fifty Dollars (\$350.00); and

**WHEREAS**, IATSE with Thalia Maria Hall provided the following services totaling One Thousand Sixteen Dollars and Forty Cents (\$1,016.40) for the Five Heartbeat Musical on February 4, 2023: stage set-up, focus lighting, and gel lighting at the rate of Twenty Dollars (\$20.00) per hour with a twenty-one percent (21%) payroll fee for six (6) employees during the seven (7) hours of set-up time; and

**WHEREAS**, IATSE with Thalia Maria Hall also provided the following services totaling Six Hundred and Five Dollars (\$605.00) for the Mic Check with a Twist event on March 17, 2023: stage set-up, focus lighting, and gel lighting at the rate of Twenty Dollars (\$20.00) per hour with a twenty-one percent (21%) payroll fee for five (5) employees during the six (6) hours of set-up time.

**IT IS HEREBY ORDERED** that a payment in the amount of One Thousand Dollars (\$1,000.00) be made to OVG 360 from account number 005.501.10-6512 for providing the above listed services, on April 22, 2023, for the Department of Parks and Recreation.

**IT IS FURTHER ORDERED** that a payment in the amount of One Thousand Six Hundred Twenty-One Dollars and Forty Cents (\$1,621.40) be made to IATSE from account no. 005.501.25-6419 for providing the above listed services, on February 4, 2023, and March 17, 2023, for the Department of Parks and Recreation.

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

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

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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 ACCEPTING THE SPONSORSHIP OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC, FOR THE SPECIFIC PURPOSE OF PROVIDING A FIREWORKS EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON FRIDAY, JUNE 16, 2023, FOR THE OBSERVANCE OF JUNETEENTH.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code, as Amended, states that the governing authorities of every municipality of the state shall have the care, management, and control of its municipal affairs, property, and finances; and

**WHEREAS**, Mississippi Attorney General Opinion Number 2010-00022 (2010 WL 942877) states that municipal governing authorities have the authority to accept donations for specifically designated purposes; and

**WHEREAS**, Downtown Partners, LLC, (“Downtown Partners”) has indicated that it is sponsoring the fireworks display for the City of Jackson’s Juneteenth Fireworks Extravaganza with no expectation of future favorable treatment by the City of Jackson and with no intention of influencing or attempting to influence any future City of Jackson municipal action(s); and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company in good standing according to the information appearing in the online database of the Mississippi Secretary of State’s website; and

**WHEREAS**, Downtown Partners’ sponsorship of the fireworks display arises from its desire to support the City of Jackson and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, the Department of Parks and Recreation desires permission to accept Downtown Partners’ sponsorship of the fireworks display; and

**WHEREAS**, the Department of Parks and Recreation is requesting permission to have the Juneteenth Street Festival and Firework Exhibition near 105 East Pascagoula Street, Jackson, Mississippi, on Friday, June 16, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute any and all documents accepting the sponsorship of the fireworks display by Downtown Partners.

**IT IS FURTHER ORDERED** that said fireworks display shall be used on Friday, June 16, 2023, in the City of Jackson’s observance of Juneteenth.

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

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

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

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

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**ORDER PROPOSING REVISED FEE SCHEDULES FOR THE FOLLOWING CITY OF JACKSON, MISSISSIPPI, RECREATIONAL FACILITIES: PETE BROWN GOLF FACILITY, GROVE PARK GOLF COURSE, AND THE JACKSON ZOO.**

**WHEREAS**, the City of Jackson, Department of Parks and Recreation, provides full golf services at the Pete Brown Golf Facility and the Grove Park Golf Course, as well as educational and zoological experiences at the Jackson Zoo, to the general public at certain set prices; and

**WHEREAS**, the current fees at the Pete Brown Golf Facility have been in place since December 20, 2019; and

**WHEREAS**, the fee schedule adjustments at each above facility are to provide fair and comparable fees and to attract more public participation; and

**WHEREAS**, the City of Jackson Parks and Recreation Department proposes revising the fee schedules, as listed below:

PETE BROWN GOLF FACILITY

	OLD FEES	NEW FEES
GREEN FEES	9-HOLE WEEKDAY \$10.50	9-HOLE WEEKDAY \$12.00
	18-HOLE WEEKDAY \$12.50	18-HOLE WEEKDAY \$14.00
	9-HOLE WEEKEND \$14.50	9-HOLE WEEKEND \$14.00
	18-HOLE WEEKEND \$14.40	18-HOLE WEEKEND \$16.00
CART FEES	9-HOLE \$6.25	9-HOLE \$8.00
	18-HOLE \$12.50	18-HOLE \$16.00
DRIVING RANGE FEES	SMALL BUCKET \$3.50	SMALL BUCKET \$5.00
	MEDIUM BUCKET \$5.00	MEDIUM BUCKET \$7.00
	LARGE BUCKET \$8.50	LARGE BUCKET \$9.00
	JUMBO BUCKET \$12.50	JUMBO BUCKET \$10.00
MEMBERSHIP MONTHLY FEES	SENIOR RATE \$35.00	SENIOR RATE \$40.00
	REGULAR \$50.00	REGULAR RATE \$60.00
MEMBERSHIP ANNUAL FEES		SENIOR RATE \$650.00
		REGULAR RATE \$800.00
MEMBERSHIP ANNUAL GOLF PASSES (JAN-FEB)	SENIOR RATE \$670.00	SENIOR RATE \$600.00
	REGULAR RATE \$900.00	REGULAR RATE \$750.00
	SENIOR RATE \$720.00	SENIOR RATE \$800.00

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.

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MEMBERSHIP ANNUAL SINGLE GOLF FEES	REGULAR RATE \$950.00	REGULAR RATE \$950.00
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GROVE PARK GOLF COURSE

	OLD FEES	NEW FEES
GREEN FEES		9-HOLE WEEKDAY \$8.00
		18-HOLE WEEKDAY \$10.00
		9-HOLE WEEKEND \$10.00
		18-HOLE WEEKEND \$10.00
CART FEES		9-HOLE \$7.00
		18-HOLE \$14.00
MEMBERSHIP MONTHLY FEES		SENIOR RATE \$25.00
		REGULAR RATE \$35.00
Yearly fee does not include Golf Cart Fee (ONLY Green Fee)		

THE JACKSON ZOO

MEMBERSHIP	FAMILY (4)	\$150.00
	EACH ADDITIONAL CHILD	\$10.00
SINGLE-MEMBER		\$100.00
MILITARY		10% DISCOUNT
SENIOR		10% DISCOUNT
ZOO DAY ICE CREAM SAFARI	MEMBERSHIP COVERS ADMISSION, BUT NOT SPECIAL TICKETS	
	CAROUSEL RIDE INCLUDED WITH MEMBERSHIP	

**IT IS HEREBY ORDERED** that the proposed fee schedule revisions for the City of Jackson, Department of Parks and Recreation, Pete Brown Golf Facility, Grove Park Golf Course, and the Jackson Zoo, be hereby ratified and adopted as provided in the above-referenced charts.

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

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

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

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

Nays – None.

Absent – Stokes.

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**ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER \$66,974.42 FROM THE PERSONAL SERVICES CATEGORY TO THE FOLLOWING: FEED FOR ANIMALS CATEGORY, OTHER PROFESSIONAL SERVICES CATEGORY, BUILDING MAINTENANCE CATEGORY, AND THE SUNDRY CATEGORY, IN ORDER TO ASSIST WITH FEEDING ANIMALS, BUILDING MAINTENANCE, AND EMPLOYEE WAGES AT THE JACKSON ZOO.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code Annotated, as amended, states that the governing authorities of every municipality of the state shall have the care, management, and control of its municipal affairs, property, and finances; and

**WHEREAS**, it is the sincere desire of the City of Jackson, Department of Parks and Recreation, to provide consistent and outstanding service to our citizens and visiting guests at the Jackson Zoo. To help accomplish this endeavor, adequate animal feedings, building maintenance, and staff wages are

critically needed. Especially with the ongoing occurrence of major structural breakdowns, the rising cost of animal feed, and staffing shortages faced by the Jackson Zoo, all of which have caused and contributed to revenue losses; 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 Parks and Recreation represents that the Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) currently located in the “Personal Services” category, that it presently seeks to transfer to other categories, is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 Budget; and

**WHEREAS**, the Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) located in the “Personal Services” category is comprised of unspent funds for vacant positions; and

**WHEREAS**, the Department of Parks and Recreation needs this requested Budget amendment so that the Jackson Zoo may continue purchasing food for the animals, continue efforts to fix the severe structural maintenance issues, and help with the cost of wages and overtime, especially as summer is approaching and with it an increased number of guests visiting the Jackson Zoo; and

**WHEREAS**, the following funds are requested to be transferred to the following categories listed below:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category Account: 390-498.00-6111	\$66,974.42	Feed For Animals Category Account: 390-498.00-6214	\$20,000.00
		Other Professional Services Category Account: 390-498.00 - 6419	\$20,000.00
		Building Maintenance Category Account: 390-498.00 - 6461	\$20,000.00
		Sundry Category Account: 390-498.00 - 6730	\$6,974.42
		Total Funds Transfer Request	\$66,974.42

**WHEREAS**, this intradepartmental transfer of Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 Department of Parks and Recreation Budget.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2022-2023 Budget for the Department of Parks and Recreation be amended to authorize a Budget transfer of Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) from the “Personal Services” category, to be allocated as follows:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category Account: 390-498.00-6111	\$66,974.42	Feed For Animals Category Account: 390-498.00-6214	\$20,000.00

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		Other Professional Services Category Account: 390-498.00 - 6419	\$20,000.00
		Building Maintenance Category Account: 390-498.00 - 6461	\$20,000.00
		Sundry Category Account: 390- 498.00 - 6730	\$6,974.42
		<b>Total Funds Transfer Request</b>	<b>\$66,974.42</b>

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTING THE BIDS OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR 18 MONTH SUPPLY OF ALUMINUM SIGN BLANKS, (BID NO. 55063-010323) TO INCLUDE AND ACCEPT THE BID OF NEWMAN SIGNS, INC.**

**WHEREAS**, the Department of Public Works issued an advertisement for bids for the eighteen-month supply of aluminum sign blank: and

**WHEREAS**, the advertisement requested a bid for flat aluminum traffic control sign blanks, extruded aluminum street mime sign blanks, and flat aluminum street name sign blanks in various sizes: and

**WHEREAS**, on April 11, 2023, the governing authorities for the City of Jackson accepted the Bid of Mandel Metals, Inc. d/b/a US Standard Sign for eighteen-month supplies of aluminum sign blanks; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities of the City of Jackson amend its April 11, 2023 order also to accept the bid of Newman Signs, Inc.; and

**WHEREAS**, the Department of Public Works recommends that the governing authority accepts the lowest and best bid of Newman Signs, Inc. for the following items for the supply of aluminum sign blanks:

Section 1: 4, 12, 15, 17, 24, 26, 27, 28, 32, 33, 34, 36, 38, 39, 44, 45, 46, 47, 54, 55, 56, 57, 58; and

Section 3: 1-11

**WHEREAS**, the Department of Public Works recommends that the governing authority accepts the lowest and best bid of Mandel Metals, Inc. d/b/a US Standard Sign for the following items for the supply of aluminum sign blanks:

Section 1: 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 18, 19, 20, 21, 22, 23, 25, 29, 30, 31, 35, 37, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 59, 60, 61 and Section 2: 1-6.

**IT IS, THEREFORE, ORDERED** that the bids, 55063-010323 be amended as enumerated below for an eighteen-month (February 1, 2023 through August 31, 2024) term for the supply of aluminum sign blanks, be accepted as the lowest and best bids received:

<b>COMPANY NAME</b>	<b><u>ITEMS</u></b>
---------------------	---------------------

Mandel Metals, Inc.	Section 1: 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 18, 19, 20, 21, 22, 23, 25, 29, 30, 31, 35, 37, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 59, 60, 61 and Section 2: 1-6
Newman Signs, Inc.	Section 1: 4, 12, 15, 17, 24, 26, 27, 28, 32, 33, 34, 36, 38, 39, 44, 45, 46, 47, 54, 55, 56, 57, 58; and Sections 3: 1-11

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all documents necessary for the Public Works Department to make payments for said Aluminum Sign Blanks from the General Fund.

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

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**President Foote** recognized **Robert Lee, Interim Director of Public Works**, 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 AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT.**

**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**, necessary repairs which must take place at both Thalia Mara and the Arts Center prior to June 10, 2023 are currently underway under the management of Benchmark Construction Corporation; and

**WHEREAS**, the scope of the work originally negotiated did not originally include the Arts Center of Mississippi, which was added to Benchmark's scope just prior to the presentation of the original order to the City Council at its February 28, 2023 meeting; and

**WHEREAS**, due to cost savings with some of the work originally contemplated in the scope of work for Thalia Mara Hall, additional projects to further enhance the appearance and environment of Thalia Mara Hall have been identified and are currently progressing toward completion; and

**WHEREAS**, the additions to the scope of work have resulted in Benchmark Construction Corporation expending additional time in the management of both Thalia Mara Hall and the Arts Center of Mississippi; and

**WHEREAS**, Benchmark Construction Corporation has estimated that management of the additional scopes of work will require additional management and supervisory services in an amount up to \$52,550.00, which will increase the not to exceed amount of the agreement from \$75,000.00 to \$127,550.00; and

**WHEREAS**, the Department of Public Works recommends approving the amendment to accomplish the additional scopes of work prior to the U.S.A. International Ballet Competition.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amendment to the professional services agreement with Benchmark Construction Corporation to provide project management services to the City of Jackson to increase the not to exceed amount of the agreement to \$127,550.00.



Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

There came on for consideration Agenda Item No. 30:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.** President Foote stated said item would be pulled due to the absence of Council Member Stokes.

\* \* \* \* \*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING, SUPPORTING THE CELEBRATION OF MOTHER’S DAY, 2023.**

**WHEREAS**, the celebration of Mother’s Day was started in the early 20th century by an American, Anna Jarvis, who never became a mother; at the age of twelve, Anna heard her mother as she prayed that someone would begin a day of commemoration to recognize the role mothers play in the development of humankind; and

**WHEREAS**, in 1907, two years after Ann Marie Jarvis died, her daughter, Anna, began an aggressive campaign to establish Mother’s Day; in 1914, Mother’s Day became an official holiday in the US.; and

**WHEREAS**, in almost every culture throughout the world, mothers are deeply respected and revered as the foundation of the most basic unit- - the family; and

**WHEREAS**, traditions of recognition for mother, step-mothers, mothers-in-law, grandmother, great- grandmothers, mother figures and female relatives are diverse; and

**WHEREAS**, because of the affirmation of the important role of mothers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Mother’s Day, 2023.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Mother’s Day, 2018.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

There came on for consideration Agenda Item No. 30:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE INTERIM DIRECTOR OF PUBLIC WORKS.** President Foote stated said item would be pulled due to the absence of Council Member Stokes.

\* \* \* \* \*

President Foote recognized Vice President Lee who moved, seconded by Council Member Grizzell to reconsider Claims. The motion prevailed by the following vote:

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks and Hartley.

Absent – Stokes.

\* \* \* \* \*

**ORDER APPROVING CLAIMS NUMBER 28781 to 28847 APPEARING AT PAGES 421 TO 451 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$7,058,172.50 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28781 to 28847 appearing at pages 421 to 451, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$7,058,172.50 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	2,015,841.78
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	31,005.48
PARKS & RECR. FUND	54,382.73
BUSINESS IMPROV FUND (LANDSCP)	58,645.87
LANDFILL/SANITATION FUND	809,534.29
STATE TORT CLAIMS FUND	102,899.38
WATER/SEWER REVENUE FUND	889.29
WATER/SEWER OP & MAINT FUND	1,284,163.06
WATER/SEWER CAPITAL IMPR FUND	36,474.82
DISABILITY RELIEF FUND	107,882.66
EMPLOYEES GROUP INSURANCE FUND	143,287.80
KELLOGG FOUNDATION PROJECT	40,833.33
HOUSING COM DEV ACT (CDBG) FD	20,486.55
UNEMPLOYMENT COMPENSATION REVO	36,302.23
HOME PROGRAM FUND	47.95
H O P W A GRANT – DEPT. OF HUD	104,340.28
INFRASTRUCTURE BOND 2020 \$32M	142,459.66
1% INFRASTRUCTURE TAX	10,982.48
TRANSPORTATION FUND	750,012.21
FONDREN BUSINESS IMPROV FUND	3,962.12
MHC BLIGHT ELIMINATION PROGRAM	27,750.06
SIEMENS SETTLEMENT ACCOUNT	454,045.94
ESG COVID CARES ACT	23,711.67
CDBG COVID CARES	39,418.62
ZOOLOGICAL PARK	38,133.02
LIBRARY FUND	171,704.16
DFA – SB2971 – LIVINGSTON PARK	15,000.00
DFA – SB2971 – PETE BROWN GOLF	63,331.00
DFA – THALIA MARA HALL \$2M	352,134.68
2022 GO PLANETARIUM BOND \$7.5M	32,250.00
BELHAVEN COMMUNITY IMPROVEMENT	4,026.62
<b>TOTAL</b>	<b><u>\$7,058,172.50</u></b>

**President Foote** moved adoption; **Council Member Hartley** seconded.

**President Foote** recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to amend claims to remove the payment to Mills, Scanlon, Dye and Pittman, Inc. in the amount of \$32,566.09. The motion failed by the following vote:

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

-----  
**Note: Council Member Grizzell** left the meeting.

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

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

\* \* \* \* \*

**Note: Council Member Grizzell** returned to the meeting.

\* \* \* \* \*

**President Foote** recognized **Vice President Lee** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, Order ratifying three emergency contracts with Lewis Electric, Inc. for traffic signal emergency repair work at Northside Drive and Boling Street; Watkins Drive and Valley North Boulevard; and Medgar Evers Boulevard and Ridgeway Street. The motion prevailed by the following vote:

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

\* \* \* \* \*

There came on as the Emergency Agenda Item: ORDER RATIFYING THREE EMERGENCY CONTRACTS WITH LEWIS ELECTRIC, INC. FOR TRAFFIC SIGNAL EMERGENCY REPAIR WORK AT NORTHSIDE DRIVE AND BOLING STREET; WATKINS DRIVE AND VALLEY NORTH BOULEVARD; AND MEDGAR EVERS BOULEVARD AND RIDGEWAY STREET: Hearing no objections, the Clerk read the following:

**ORDER RATIFYING THREE EMERGENCY CONTRACTS WITH LEWIS ELECTRIC, INC. FOR TRAFFIC SIGNAL EMERGENCY REPAIR WORK AT NORTHSIDE DRIVE AND BOLING STREET; WATKINS DRIVE AND VALLEY NORTH BOULEVARD; AND MEDGAR EVERS BOULEVARD AND RIDGEWAY STREET.**

**WHEREAS**, traffic signals at three locations: 1) Northside Drive and Boling Street; 2) Watkins Drive and Valley North Boulevard; and 3) Medgar Evers Boulevard and Ridgeway Street are in need of repair to restore their functionality; and

**WHEREAS**, due to the severity of the failures, the City of Jackson needed to hire a contractor to replace the damaged poles and make the necessary repairs to the traffic signals; and

**WHEREAS**, because of these public safety dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, the City received quotes from Lewis Electric, Inc., for an amount not to exceed \$24,450.00 for the repairs at Northside Drive; for an amount not to exceed \$26,475.00 for the repairs at Watkins Drive; and for an amount not to exceed \$24,925.00 for the repairs at Medgar Evers Boulevard, copies of which are attached to this Order and made a part of these minutes.





There came on as the Emergency Agenda Item: ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE CITY OF JACKSON FIRE DEPARTMENT IN ORDER TO TRANSFER FUNDS FOR THE PROCUREMENT OF ONE (1) DODGE DURANGO SUV TO BE USED BY THE DEPUTY FIRE CHIEF OF THE EMERGENCY SERVICES DIVISION: Hearing no objections, the Clerk read the following:

**ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE CITY OF JACKSON FIRE DEPARTMENT IN ORDER TO TRANSFER FUNDS FOR THE PROCUREMENT OF ONE (1) DODGE DURANGO SUV TO BE USED BY THE DEPUTY FIRE CHIEF OF THE EMERGENCY SERVICES DIVISION.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code Annotated, as amended, states that the governing authorities of every municipality of the state shall have the care, management, and control of its municipal affairs, property, and finances; and

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson mandates that there be adequate resources available to respond to emergencies; and

**WHEREAS**, certain unbudgeted needs have arisen since the adoption of the Fiscal Year 2022-2023 City of Jackson Fire Department Budget; and

**WHEREAS**, the City of Jackson Fire Department has a need for one (1) Dodge Durango SUV to be used by the Deputy Fire Chief of the Emergency Services Division; and

**WHEREAS**, the Deputy Fire Chief of the Emergency Services Division is on-call at nearly all times and needs a reliable and durable vehicle so that he can quickly and safely respond to fire and other emergencies; and

**WHEREAS**, the procurement of said vehicle serves the best interests of the public's health, safety, and welfare; and

**WHEREAS**, the procurement of said vehicle was not included in the Fiscal Year 2022-2023 City of Jackson Fire Department Budget, therefore a Budget amendment is needed to reallocate funds within said Budget to make the procurement; and

**WHEREAS**, there are funds available in the "Other Professional Services" category of the Fiscal Year 2022-2023 City of Jackson Fire Department Budget which may be used for this procurement if said Budget is amended; 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**, pursuant to Mississippi purchasing laws, two (2) written competitive quotes for the purchase of said vehicle were obtained from Mac Haik Jackson Ford and Massey Automotive Group; and

**WHEREAS**, pursuant to Mississippi purchasing laws, the City of Jackson Fire Department has selected Mac Haik Jackson Ford as the vendor because it provided the lowest and best quote for the purchase of said vehicle; and

**WHEREAS**, the interests of public health, safety, and welfare would best be served by authorizing a Budget transfer of Forty-Five Thousand Dollars (\$45,000.00) from Fund 001.441.20.6419 ("Other Professional Services") to Fund 001.441.20.6868 ("Automobiles & Pickup Trucks"), to be allocated as follows:

Amount:	From Fund:	To Fund:
\$45,000.00	001.441.20.6419 ("Other Professional Services")	001.441.20.6868 ("Automobiles & Pickup Trucks")

**WHEREAS**, the City of Jackson Fire Department represents that the Forty-Five Thousand Dollars (\$45,000.00) currently located in “Other Professional Services” is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 City of Jackson Fire Department Budget; and

**WHEREAS**, this intradepartmental transfer of Forty-Five Thousand Dollars (\$45,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 City of Jackson Fire Department Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 City of Jackson Fire Department Budget; thus.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2022-2023 Budget of the City of Jackson Fire Department be amended to authorize a Budget transfer of Forty-Five Thousand Dollars (\$45,000.00) from Fund 001.441.20.6419 (“Other Professional Services”) to Fund 001.441.20.6868 (“Automobiles & Pickup Trucks”), to be allocated as follows:

Amount:	From Fund:	To Fund:
\$45,000.00	001.441.20.6419 (“Other Professional Services”)	001.441.20.6868 (“Automobiles & Pickup Trucks”)

**IT IS FURTHER ORDERED** that the Forty-Five Thousand Dollars (\$45,000.00), once transferred to Fund 001.441.20.6868 (“Automobiles & Pickup Trucks”), be used to procure one (1) Dodge Durango SUV from Mac Haik Jackson Ford pursuant to the winning quote identified above in this Order to be used by the Deputy Fire Chief of the Emergency Services Division.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any and all documents associated with the procurement of the above Dodge Durango SUV.

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

**President Foote** recognized **Elliot Holmes, Deputy Chief of the Jackson Fire Department**, 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 CONFIRMING THE MAYOR’S TEMPORARY APPOINTMENT OF ROBERT LEE AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, on or about February 10, 2023, the Mayor appointed Robert Lee as Interim Director of the Department of Public Works for the City of Jackson, Mississippi; and

**WHEREAS**, pursuant to Miss. Code Ann. §21-15-41, Mississippi Code of 1972, as amended, the interim term of Robert Lee as Public Works Director will expire May 11, 2023, upon expiration he can no longer serve in an interim capacity; and

**WHEREAS**, on February 28, 2023, the City Council authorized the City of Jackson to enter into an agreement with GovHR USA LLC to provide professional recruiting services to the City of Jackson to employ a Public Works Director; and

**WHEREAS**, on GovHR USA LLC has worked diligently with the City of Jackson to develop and issue advertising materials to recruit a Public Works Director, but the City has not yet received a list of qualified interested applicants for the position; and

**WHEREAS**, the temporary appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

**WHEREAS**, the appointment of Robert Lee will be temporary and shall expire at the time a new Public Works Director is presented to the City Council for confirmation as a result of the recruitment efforts of GovHR USA LLC; and

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

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that the appointment of Robert Lee as Director of the Department of Public Works for the City of Jackson, Mississippi, is hereby confirmed.

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

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**President Foote** recognized **Catoria Martin, City Attorney and Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks and Hartley.

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

**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



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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
Capitol Hardware	Lock Cylinders	\$ 11,250.00
A Plus Signs & Creative	Signs	\$ 10,293.50
Big John's Tree Service	Tree Trimming	\$ 300.00
J.L. Roberts Mechanical, LLC	Plumbing Repairs	\$ 3,625.00
ADCO Electrical	Flag Lights	\$ 19,650.00
ADCO Electrical	Add'l Track Heads	\$ 10,460.00
ADCO Electrical	Elevator Lobby Fixture	\$ 520.00
ADCO Electrical	Track, Light, Switch	\$ 1,210.00
Jani King	General Cleaning, Wash Interior & Exterior	\$ 8,370.00
Jani King	Scrub Ceramic Tile	\$ 990.00
Jani King	Carpet Extraction	\$ 2,304.00
Jani King	General Cleaning, Wash Interior & Exterior	\$ 500.00
Guaranteed Roofing	Leak Investigation	\$ 1,250.00
<b>Total</b>		<b>\$ 70,722.50</b>

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



April 17, 2023

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

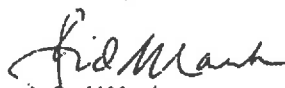
Re: Arts Center – Lock Cylinders

Dear Ms. Martin:

Please find attached a proposal from Capitol Hardware in the amount of \$11,250.00. 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



## PROPOSAL

**HARDWARE / BUILDING PRODUCTS**  
112 Business Park Dr. Ridgeland, MS 39157

ISSUE DATE: 4/14/23

TO: CITY OF JACKSON  
C/O BENCHMARK CONST. MGMT.  
ATTN: DAVE MARCH

JOB: ARTS CENTER  
JACKSON, MS.

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE SUM OF \$ 11,250.00

ELEVEN THOUSAND TWO HUNDRED FIFTY & NO/100

**FOR EXISTING DOORS**

- (1) LOT NEW CYLINDERS PER SURVEY OF 4/13/23 - STEVE DAVIS & OWNER REPS
- (1) NEW KEY CABINET
- (1) NEW LOCK FOR #110A
- (1) LOT INSTALLATION OF CYLINDERS & NEW LOCK
- (1) LOT LUBRICATION OF EXISTING INTERIOR LOCKS
- (3) SETS OF NEW KNOBS /SPINDLES FOR EXISTING MORTISE LOCKS

THANKS AND PLEASE ADVISE IF WE ARE TO PROCEED.

OWNER TO PROVIDE REQ'D KEYING SCHEDULE WITHIN THE NEXT COUPLE OF DAYS ■

**EXCLUSIONS**

EXISTING FRAME AND /OR EXISTING DOOR REPAIR

Terms are net 30 days of delivery, without retainage, and plus any and all applicable taxes; FOB warehouse with freight allowed to motor freight station nearest job site. Delivery to carrier shall constitute delivery to purchaser. This proposal is subject to acceptance within 30 days, or before earlier withdrawal by Seller. Installation and/or allowances are not included in the above pricing unless otherwise noted.

Accepted:

By:

CHARLES D. STACY

Date:

CAPITOL HARDWARE COMPANY, INC.

601.977.9990 • Fax 601.977.6638 • P.O. Box 12730 • Jackson, MS 39234-2730



April 24, 2023

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

Re: Thalia Mara, Signs

Dear Ms. Martin:

Please find attached a proposal from A Plus Signs & Creative in the amount of \$10,293.50. 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



**QUOTE & PURCHASE CONTRACT**  
A Plus Signs and Creative  
Job #1321  
04/14/2023

Remodel, Inc.  
1115 Highway 101, Mount  
Jackson, MS 39205

**BILL TO**  
City of Jackson  
200 South Presidents St  
Suite 424  
Jackson, MS 39205  
United States

**JOB LOCATION**  
Thalia Mara Hall

1000 N. State Street  
Jackson, MS 39209  
United States  
Phone: 601-955-1100

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Dimensional Halo-Lighted Channel Letters Approx 2' tall aluminum letters, painted black	\$6,768	\$6,768
1	Mounting Cabinet Non-lit cabinet for install of letters	\$2,145.50	\$2,145.50
1	Install	\$1,295	\$1,295
1	Permit Filing Fee	\$85	\$85

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Subtotal \$10,293.50

City of Jackson

A Plus Signs and Creative

Total Tax \$0

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

**TOTAL CONTRACT \$10,293.50**

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Required Deposit \$5,146.75

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL BALANCE \$5,146.75**

Quotes are only valid for 30 days. By signing, Customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract.

For an approved job to move forward a 50% deposit is required along with approval on all artwork and the signed contract. Accepted forms of payment are Credit Card(3.5% fee), ACH (\$10 fee), and Check. If paying by check, please make all checks payable to: A Plus Signs and Creative. Remaining balances are due upon install/deliver. In order to set up alternative terms (i.e. 30 days) you must reach out to your project manager at the time of deposit.



SIGN PROOF FOR APPROVAL  
Emily Henson - 4/11/23

**Thalia Mara Hall**

**THALIA MARA HALL** made as halolit channel letters. white faces and 2" white returns. Channels will be mounted to cabinet with 2" spacers. Channel letters are mounted to nonlit cabinet. Cabinet will have black faces and 2" black return. Non lit cabinet mounted to granite tile



The design is property of A Plus Sign & Creative and for us use only.



April 24, 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 \$300.00. 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



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 \$ 300.00. 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**

Take Down & Haul Off (3) Loripedium on East side of building.

☐ 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 properly marked.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative: Kenneth Anderson Date: 04.13.23





April 25, 2023

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

Re: Thalia Mara - Plumbing Repairs

Dear Ms. Martin:

Please find attached a proposal from J. L. Roberts Mechanical in the amount of \$3,625.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'David Marsh'.

David Marsh,  
President

Accepted by:

A handwritten signature in cursive script, appearing to read 'Charles L. Jones'.

City of Jackson, Mississippi



COMPANY Benchmark Construction  
CONTACT David Marsh  
PROJECT Thella Mara Hall

DATE March 22, 2023  
CR # 18941-MC

**SCOPE OF WORK**

**Plumbing**

- Correct orientation of lavatory faucets as directed during site visit.
- Repair/Replace 5 water closet flush valves as directed during site visit.

**HVAC**

- NONE

**Not Included**

Bond, dumpster, water proofing, latent conditions discovered during construction, painting of any kind, patching of walls, floors, ceiling, asbestos testing/abatement

**PRICING**

PRICE INCLUDING TAX:	\$3,625.00

**ACCEPTANCE**

This proposal may be withdrawn by J.L. Roberts Mechanical if not accepted within 30 days.	David Graves
	J.L. Roberts Mechanical Authorized Representative
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.	



April 24, 2023

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

Re: Thalia Mara, Flag Lights

Dear Ms. Martin:

Please find attached a proposal from ADCO Electric in the amount of \$19,650.00. 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

# PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: TMH New Work to Light up New Flag Poles at East Entry

David,

We are pleased to provide our price to illuminate the (3) new 60' Flag Poles to be located at the East Entry of Thaila Mara Hall in time for the start of the IBC Competition in June of this year. Our proposal includes (9) total lights specifically designed for Flagpole lighting at the heights of these poles and projected Flag sizes, they will carry. Our price including Tax for this installed work is: \$ 19,660

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

Please note this is a time-sensitive proposal in order for us to be able to order and receive the special 50,000 Lumen lights required for this work; therefore our proposal is only good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



Adco Electric Inc.  
P.O. Box 7395  
Jackson, MS 39262-7395

CCN # 1  
Date: 4/19/2023  
Project Name: THALIA MARAHALL LIGHT RENOVATIONS  
Project Number: THALIA MARAHALL LIGHT RENOVATIONS  
Page Number: 1

Client Address:

**BENCHMARK CONSTRUCTION**  
Contact: DAVID MARSH  
1887 CRANE RIDGE ROAD  
SUITE 200A  
JACKSON, MS 39216

Work Description

CCN#01: COP to add (9) Flag Pole lights to new location of (3) 60' Flag Poles to be located on the East Side of TMH behind the existing Statue. Lights will be circuled through the same power source as the Statue, but the Statue lights will be RGB type for color changing. Flag Pole Lights are only 5000K color (White) light.

We reserve the right to correct this quote for errors and omissions.  
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.  
This price is good for acceptance within 10 days from the date of receipt.  
We request a time extension of 3 days.

Itemized Breakdown

Description	Qty U	Total Mat.	Labor U	Total Hrs.
Flag Mount flood	9E	0.00	4.22E	37.96
2" CONDUIT - RMC - GALV	23C	315.36	11.00 C	2.48
3/4" ELBOW 90 DEG - RMC - GALV	12C	62.81	40.00 C	4.80
3/4" LOCKNUT - STEEL	8C	3.20	2.86 C	0.23
3/4" CONDUIT - PVC40	180C	181.02	4.50 C	7.20
3/4" COUPLING - PVC	6C	1.20	0.00 C	0.00
3/4" ADAPTER MALE - PVC	8C	4.18	16.00 C	1.28
3/4" ADAPTER FEM - PVC	24C	9.04	16.00 C	3.84
PVC CEMENT STANDARD (1-PINT)	1E	12.62	0.63E	0.63
#10 THHN BLACK	180M	46.50	7.00M	1.26
#10 THHN WHITE	180M	46.50	7.00M	1.26
#10 THHN GREEN	180M	46.50	7.00M	1.26
WIRE CONN RED	27C	6.89	7.50 C	2.02
6x 6x 6" J-BOX W/ CVR NO HUBS - PVC	1C	52.36	45.00 C	0.45
FIXTURE LENS	9E	0.00	0.13E	1.17
FIXTURE SLIP FIT ASSEMBLY	9E	0.00	0.25E	2.25

ORIGINAL

Client Address:		CCN #	1	
Adco Electric Inc.		Date:	4/19/2023	
P. O. Box 7305		Project Name:	THALIA MARA HALL LIGHT RE	
Jackson, MS 39262-7305		Project Number:	THALIA MARA HALL LIGHT RE	
BENCHMARK CONSTRUCTION		Page Number:	2	
1867 CRANE RIDGE ROAD				
SUITE 200A				
JACKSON, MS 39216				
Description	Qty U	Total Mat.	Labor U	Total Hrs.
ST ANCH ION PEDESTAL	9E	0.00	4.00E	36.00
BAG OF QUICKCRETE	9E	45.00	0.50E	4.50
TRENCHING 8" X 6"	90E	0.00	1.25C	1.13
BACKFILL 3" X 6"	90E	0.00	3.30C	2.97
ex stute light replace for new flag light	1E	0.00	2.50E	2.50
circu				
	1,036	853.24		115.21
Totals				
Summary				
General Materials				853.24
FIXTURES				10,932.12
Material Total				11,785.36
LABOR				
ELECTRICIAN				(57.61 Hrs @ \$46.50) 2,678.87
APPRENTICE				(57.61 Hrs @ \$38.10) 2,194.94
Indirect Job Cost				
CONSUMABLES & MISCELLANEOUS				(853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) 25.60
CLEAN-UP				(115.22 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %) 5.76
SAFETY MEETINGS				(115.22 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %) 1.15
SMALL TOOLS				(115.22 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %) 51.85
WARRANTY				(853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) 25.60
Total Indirect Job Cost				109.96
Equipment				
TRENCHER-WALK BEHIND (DAILY)				(1.00 @ 0.00 @ \$155.00 + 8.000 % + 0.000 % + 0.000 %) 167.40
TAMPER (DAILY)				(1.00 @ 0.00 @ \$72.00 + 8.000 % + 0.000 % + 0.000 %) 77.76
Total Equipment				245.16
Subtotal				17,014.28
Overhead				(@ 10.000 %) 1,701.43
Markup				(@ 5.000 %) 935.79
Subtotal				19,651.51
Final Adjustment				-1.51
Final Amount				\$19,650.00

CONTRACTOR CERTIFICATION

Name:	
Date:	
Signature:	
I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

ORIGINAL

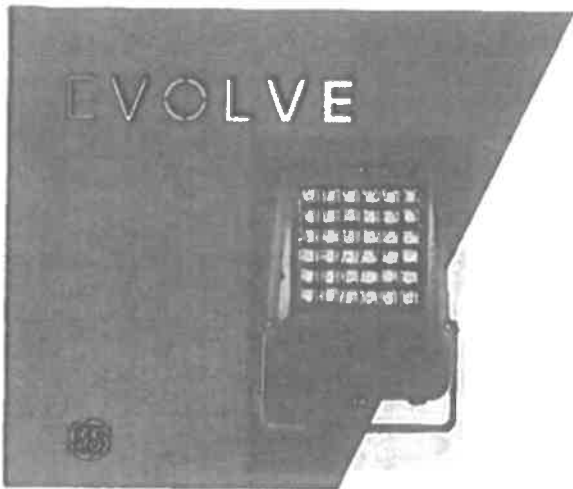
**Adco Electric Inc.**  
P.O. Box 7396  
Jackson, MS 39282-7396

**Client Address:**  
**BENCHMARK CONSTRUCTION**  
1857 CRANE RIDGE ROAD  
SUITE 200A  
JACKSON, MS 39216

**CCN #** 1  
**Date:** 4/19/2023  
**Project Name:** THALIA MARA HALL LIGHTRE  
**Project Number:** THALIA MARA HALL LIGHTRE  
**Page Number:** 3

<b>CCN #:</b> 1	_____
<b>Final Amount:</b> \$19,850.00	_____
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



CUSTOMER NAME \_\_\_\_\_  
Project Name \_\_\_\_\_  
Date \_\_\_\_\_ Type \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

**EFH Series**  
High Output LED Flood Light  
Mounting & Accessories

**Construction**

**Housing:** Aluminum die cast enclosure.  
Integral heat sink for maximum heat transfer  
**Lens:** Impact resistant tempered glass  
**Paint:** Corrosion resistant polyester powder paint,  
minimum 2.0 mil thickness  
Standard = Black, Dark Bronze, Gray, White  
(RAL & custom colors available)  
Optional = Coastal Finish  
**Weight:** 35 lbs (15.9 kg)

**Optical system**

**Lumens:** 22,400 - 64,000  
**Distribution:** 3x3, 6x6, 6x8, 7x8, 7x7  
**Efficiency:** 121-184 LPW  
**CCT:** 2700K, 3000K, 4000K, 5000K  
**CRt:** >70

**Electrical**

**Input Voltage:** 120-277V, 277-480V  
**Input Frequency:** 60/50 Hz  
**Power Factor:** ≥ 90% at rated watts  
**Total Harmonic Distortion:** ≤ 20% at rated watts

**Surge Protection**

Typical	Enhanced	Extreme
8kV/3kA*	10kV/5kA*	20kV/10kA*

\*Per ANSI C103.3-2008

**Warranty**

☐ 5 Year (Standard) ☐ 10 Year (Optional)

**Lumen Maintenance**

**Projected Lux per IES TM-21-11 at 25°C**

Input Voltage		Distribution		
		3x3	6x6	6x8
30, 36, 40, 48, 60	77, 78, 87, 88, 95	L87	L84	L86
30, 36, 40, 48, 60	33	L86	L84	L84
65	77, 78, 88, 95	L86	L82	L81
60	77, 78, 88	L86	L82	L80

Note: Projected LUX based on L800 (> 10,000 hour ratings). Accepted industry tolerances apply to manufacturing run and lumen maintenance measurements.

**Luminaire Ambient Temperature Factor**

Ambient Temp (°C)	Factor	Ambient Temp (°C)	Factor
10	1.02	30	0.99
20	1.01	40	0.98
25	1.00	50	0.97

**Ratings**

**Operating Temperature:** -40° C to 50° C  
**Vibration\*:** 2G - Splitter Mounting K1, K2, S1 & S2  
3G - Runlon Mounting T1

**LM-78:** Testing in accordance with IESNA Standards

\*Per ANSI C83.3-2010

**Controls**

**Dimming:** Standard - 0-10V  
Optional - DALI (Option U)  
**Sensors:** Photo Electric Sensors (PE) available  
LightGrid and Daintree Compatible



Visit [www.evangelights.org/search](http://www.evangelights.org/search) to confirm qualifications.



[www.current.com/brands/evolve](http://www.current.com/brands/evolve)

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Page 1 of 6  
(Rev February 21, 2022 10:28 AM)  
OLP0101\_000





CUSTOMER NAME \_\_\_\_\_  
Project Name \_\_\_\_\_  
Date \_\_\_\_\_  
Catalog Number \_\_\_\_\_

Ordering Information

EFH1 02 7

Model	Wattage	Beam Angle	Mounting	Accessories	Options	Notes
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°
EFH1 02	30 - 30,000 W	30° - 120°	30° - 120°	30° - 120°	30° - 120°	30° - 120°

NOTES:  
• Floodlight requires direct voltage  
• Not Available in Ball distribution  
• Not Available in Ball distribution  
• Available mounting angle of 0-180°  
• Can only be ordered with "H" or "V" Mounting Options  
• Supplied with leads  
• Not available in 12V, 480V or 277-480V  
• Only available in 12V or 24V mount  
• Compatible with NightStar System  
• Recommended for installations within 700 foot from coast. Lead time varies, check with factory



April 25, 2023

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

Re: Arts Center – Additional Track & Heads

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$10,460.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh'.

David Marsh,  
President

Accepted by:

A handwritten signature in dark ink, appearing to be a stylized name followed by 'for'.

City of Jackson, Mississippi

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



**Adco Electric Inc.**  
P.O. Box 7305  
Jackson, MS 39202-7305

CCN # 1  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATIONS  
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATIONS  
Page Number: 1

Client Address:

**BENCHMARK**  
Contact: DAVID MARSH  
1667 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

**Work Description**

CCN#01; COP #01 as per CCD. Add Track and Heads to project Scope

We reserve the right to correct this quote for errors and omissions.  
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.  
This price is good for acceptance within 2 days from the date of receipt.  
We request a time extension of 2 days.

**Itemized Breakdown**

Description	QtyU	Total Mat.	Labor U	Total Hrs.
H track 8ft length	4E	0.00	1.06E	7.84
1/2" CONDUIT - EMT	15C	8.85	4.50 C	0.68
1/2" CONN 88 STL - EMT	2C	0.54	8.00 C	0.16
1/2" COUPLING 88 STL - EMT	2C	0.56	4.00 C	0.06
1/2 OR 3/4" 8NAP CLOSE CLIP - BTM MN	2C	4.31	5.00 C	0.06
1/2" FLEX - STEEL	28C	30.61	4.00 C	1.12
1/2" STL FLEX CONN	10C	28.23	12.00 C	1.20
#12 THIN BLACK	88M	28.84	6.00 M	0.68
#12 THIN SOLID BLACK	62M	12.83	6.00 M	0.37
#12 THIN SOLID WHITE	17M	3.44	6.00 M	0.10
#12 THIN SOLID GREEN	17M	3.44	6.00 M	0.10
#18/2C CL2 JKT T-STAT CBL	15M	4.29	14.00 M	0.21
WIRE CONN RED	15C	4.79	7.50 C	1.13
DEV BOX 2 1/2" DEEP 1/2" KO W EARS	1C	7.04	25.00 C	0.25
4x 1 1/2" OCT BOX 1/2" KO	4C	18.19	30.00 C	1.20
4x 1 1/2" SQ BOX COMB KO	1C	4.98	30.00 C	0.30
4" SQ BLANK COVER	1C	2.07	8.00 C	0.06
1 x 1 5/8x 120 STRUT GRN	30C	150.03	10.00 C	3.00
#6 TO #10x 7/8 PLAS ANCHOR (3/16)	8C	200.80	15.00 C	1.20

ORIGINAL

Adco Electric Inc.  
P.O. Box 7305  
Jackson, MS 39262-7305

Client Address:  
BENCHMARK  
1807 CRANE RIDGE DRIVE  
SUITE 200 A  
JACKSON, MS 39216

CCN # 1  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIP  
Project Number: ARTS CENTER OF MISSISSIP  
Page Number: 2

Description	Qty U	Total Mat.	Labor U	Total Hrs.
1/4" THREADED ROD - PLTD	32 C	18.74	11.00 C	3.52
1/4-20 HEX NUT - PLTD STL	16 C	1.12	2.40 C	0.36
1/4" FLAT WASHER - PLTD STL	24 C	1.99	1.25 C	0.30
1/4x4 TGL BOLT SPRING WING PH	8 C	3.24	12.00 C	0.86
#10x1 PH SELF-TAP SCREW	8 C	0.76	5.80 C	0.44
#6x 1/2 WAFER HEAD SHEET MTL SCR	2 C	0.18	1.88 C	0.04
OLD WORK BOX MOUNT F-CLIP8 (PR)	1 C	0.87	10.00 C	0.10
512 24" T-BAR BOX HINGR (CADDY)	4 C	48.22	18.75 C	0.75
400 T-BAR TWIST-ON FIXT SUPPORT (	8 C	17.15	9.36 C	0.75
1G DECORATOR PLATE - 302 S/S	1 C	1.88	10.00 C	0.10
1000W/S/P SLIDE-TO-OFF INCAND DIMM	1 E	99.88	0.50 E	0.50
TRACK LIVE END CONN FLUSH	4 E	0.00	0.25 E	1.00
FLOOD TRACK FIXT	45 E	0.00	0.85 E	29.25
50PAR/S/P/8/HAL 8POT LAMP	20 E	0.00	0.04 E	0.80
FIXTURE LENS	20 E	0.00	0.13 E	2.60
FIXTURE SPECIAL LENS	20 E	0.00	0.19 E	3.80
Totals	542	703.52		64.94

Summary

General Materials		703.52
FIXTURES		5,530.00
Material Total		6,233.52
LABOR		
ELECTRICIAN	(32.47 Hrs @ \$46.50)	1,509.86
APPRENTICE	(32.47 Hrs @ \$38.10)	1,237.11
Indirect Job Cost		
CONSUMABLES & MISCELLANEOUS	(703.52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	21.11
CLEAN-UP	(64.94 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)	3.25
SAFETY MEETINGS	(64.94 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	0.65
SMALL TOOLS	(64.94 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)	29.22
WARRANTY	(703.52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	21.11
Total Indirect Job Cost		75.34
Subtotal		8,055.83
Overhead	(@ 10.000 %)	905.58
Markup	(@ 5.000 %)	408.07
Subtotal		10,459.48
Final Adjustment		0.52
Final Amount		\$10,460.00

CONTRACTOR CERTIFICATION

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

**Adco Electric Inc.**  
P.O. Box 7395  
Jackson, MS 39262-7395

Client Address:  
**BENCHMARK**  
1857 CRANE RIDGE DRIVE  
SUITE 200 A  
JACKSON, MS 39216

CCN # 1  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIP  
Project Number: ARTS CENTER OF MISSISSIP  
Page Number: 3

CLIENT ACCEPTANCE	
CCN #: 1	
Final Amount: \$10,400.00	
Name:	
Date:	
Signature:	
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



April 25, 2023

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


Re: Arts Center – Elevator Lobby Fixture

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$520.00. 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:  JSU

City of Jackson, Mississippi

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7396  
JACKSON, MISSISSIPPI 39282-7396  
(601) 922-3676 FAX (601) 922-0706

# PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Elevator Lobby light fixture type D

David,

We are pleased to provide our price to provide and install (1) new type D downlight into the Elevator Lobby area as per the Architect's Drawing for CR103 Drawing.

Our price including Tax for this installed work is: \$ 520

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

As time is of the essence on this project; this price will be good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



**Adco Electric Inc.**  
P.O. Box 7305  
Jackson, MS 39202-7305

CCN # 3  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATION  
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATION  
Page Number: 1

**Client Address:**

**BENCHMARK**  
Contact: DAVID MARSH  
1887 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

**Work Description**

CCN#03; COP #03 per CCD

We reserve the right to correct this quote for errors and omissions.  
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.  
This price is good for acceptance within 2 days from the date of receipt.  
We request a time extension of 1 days.

**Itemized Breakdown**

Description	Qty U	Total Mat.	Labor U	Total Hrs.
D	1E	0.00	0.94E	0.94
1/2" CONDUIT - EMT	25C	14.74	4.50C	1.13
1/2" CONN BS STL - EMT	2C	0.64	8.00C	0.16
1/2" COUPLING BS STL - EMT	3C	0.63	4.00C	0.10
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	3C	7.20	5.00C	0.14
#12 THIN SOLID BLACK	28M	5.74	6.00M	0.17
#12 THIN SOLID WHITE	28M	5.74	6.00M	0.17
#12 THIN SOLID GREEN	28M	5.74	6.00M	0.17
#12/2C CABLE MC - ALUM ARMOR	9M	7.68	30.00M	0.26
1/2 MC-AC SNAP-IN CONN	2C	0.88	0.25E	0.50
3/8" CBL SNAP CLOSE CLIP - BTM MNT O	1C	1.74	8.38C	0.11
WIRE CONN RED	3C	0.68	7.50C	0.23
RED/YELLOW SKRT WIRE NUTS	3C	0.63	7.50C	0.23
4x 1 1/2" 8Q BOX COMB KO	1C	4.98	30.00C	0.30
4" 8Q BLANK COVER	2C	4.13	8.00C	0.16
#8x 1/2 WAFER HEAD SELF-TAP STD	4C	0.18	5.00C	0.20
#6x 1/2 WAFER HEAD SHEET MTL SCR	2C	0.18	1.88C	0.04
FIXTURE MOUNTING 10 TO 15" HEIGHT	1E	0.00	0.38E	0.38
4" 8Q 2 1/8" DEEP JBOX - 1/2"-3/4" KO	1C	0.91	11.40C	0.11

ORIGINAL



REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.

213

**Adco Electric Inc.**  
P.O. Box 7385  
Jackson, MS 39282-7385

Client Address:

**BENCHMARK**  
1887 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

CCN # **3**  
Date: **4/4/2023**  
Project Name: **ARTS CENTER OF MISSISSIP**  
Project Number: **ARTS CENTER OF MISSISSIP**  
Page Number: **2**

Description	QtyU	Total Mat.	LaborU	Total Hrs.
Totals	145	62.87		5.47

**Summary**

General Materials				62.87
FIXTURES				148.50
Material Total				211.37
LABOR				
ELECTRICIAN	(2.74 Hrs @ \$46.50)			127.41
APPRENTICE	(2.74 Hrs @ \$38.10)			104.39
Indirect Job Cost				
CONSUMABLES & MISCELLANEOUS	(62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)			1.89
CLEAN-UP	(5.48 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)			0.27
SAFETY MEETINGS	(5.48 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)			0.06
SMALL TOOLS	(5.48 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)			2.47
WARRANTY	(62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)			1.89
Total Indirect Job Cost				6.57
Subtotal				448.74
Overhead	(@ 10.000 %)			44.87
Markup	(@ 5.000 %)			24.74
Subtotal				518.45
Final Adjustment				0.55
Final Amount				\$520.00

**CONTRACTOR CERTIFICATION**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided.

**CLIENT ACCEPTANCE**

CCN #: 3  
Final Amount: \$520.00  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



April 25, 2023

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

Re: Arts Center – Track, Light, Switch

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$1,210.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh'.

David Marsh,  
President

Accepted by:

A handwritten signature in dark ink, appearing to be a stylized 'C' followed by 'J' and 'M'.

City of Jackson, Mississippi

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7396  
JACKSON, MISSISSIPPI 39202-7396  
(601) 922-3675 FAX (601) 922-8706

# PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Adding new Type H Trac and Dimmer Switch

David,

We are pleased to provide our price to provide and install new type H Trac and Dimmer Switch as per the Architect's Drawing for CR102 Drawing.

Our price including Tax for this installed work is: \$ 1,210

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

As time is of the essence on this project; this price will be good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

**ADCO ELECTRIC INC.**  
CONTRACTORS ENGINEERS



**Adco Electric Inc.**  
P.O. Box 7395  
Jackson, MS 39282-7395

GCN # 2  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATION  
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATION  
Page Number: 1

Client Address:  
  
**BENCHMARK**  
Contact: DAVID MARSH  
1887 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

Work Description

CCN#02: COP #02 per CCD

We reserve the right to correct this quote for errors and omissions.  
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.  
This price is good for acceptance within 2 days from the date of receipt.  
We request a time extension of 1 days.

Itemized Breakdown

Description	Qty U	Total Mat.	Labor U	Total Hrs.
H track 8ft length	1 E	0.00	1.98 E	1.98
1/2" CONDUIT - EMT	45 C	28.48	4.50 C	2.02
1/2" CONN SS STL - EMT	4 C	1.08	8.00 C	0.32
1/2" COUPLING SS STL - EMT	5 C	1.67	4.00 C	0.18
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	5 C	12.94	5.00 C	0.24
1/2" FLEX - STEEL	14 C	15.29	4.00 C	0.56
1/2" STL FLEX CONN	4 C	10.40	12.00 C	0.48
#12 THIN BLACK	24 M	6.87	6.00 M	0.14
#12 THIN SOLID BLACK	83 M	17.21	6.00 M	0.50
#12 THIN SOLID WHITE	50 M	10.33	6.00 M	0.30
#12 THIN SOLID GREEN	50 M	10.33	6.00 M	0.30
WIRE CONN RED	9 C	2.63	7.50 C	0.68
DEV BOX 2 1/2" DEEP 1/2" KO W/ EARS	1 C	7.04	25.00 C	0.25
4x 1 1/2" OCT BOX 1/2" KO	1 C	4.85	30.00 C	0.30
4x 1 1/2" SQ BOX COMB KO	2 C	9.92	30.00 C	0.60
4" SQ BLANK COVER	2 C	4.13	8.00 C	0.16
1 x 1 5/8x 12G STRUT GRN	8 C	49.38	10.00 C	0.80
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	2 C	8.88	15.00 C	0.30
1/4" THREADED ROD - PLTD	18 C	9.88	11.00 C	1.76

ORIGINAL

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.

217

Adco Electric Inc.  
P.O. Box 7395  
Jackson, MS 39262-7395

Client Address:  
BENCHMARK  
1887 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

CCN # 2  
Date: 4/4/2023  
Project Name: ARTS CENTER OF MISSISSIP  
Project Number: ARTS CENTER OF MISSISSIP  
Page Number: 2

Description	Qty U	Total Mat.	Labor U	Total Hrs.
1/4-20 HEX NUT - PLTD STL	8C	0.56	2.40C	0.19
1/4" FLAT WASHER - PLTD STL	12C	0.90	1.25C	0.15
1/4x4 TGL BOLT SPRING WING PH	4C	1.80	12.00C	0.48
#10x1 PH SELF-TAP SCREW	2C	0.20	5.50C	0.11
#8x 1/2 WAFER HEAD SHEET MTL SCR	4C	0.37	1.88C	0.08
OLD WORK BOX MOUNT F-CLIPS (PR)	1C	0.87	10.00C	0.10
512 24" T-BAR BOX HNGR (CADDY)	1C	12.05	18.75C	0.19
4G9 T-BAR TWST-ON FIXT SUPPORT (	2C	4.29	8.38C	0.19
1G TGL SWITCH PLATE - 302 S/B	1C	1.48	10.00C	0.10
20A 120-277V S/P S/W - TOGGLE IVY (CB-	1C	4.77	25.00C	0.25
TRACK LIVE END CONN FLUSH	1E	0.00	0.25E	0.25
DEMO SWITCH	1E	0.00	0.19E	0.19
Totals	362	238.59		14.12

Summary

General Materials		238.59
FIXTURES		190.00
Material Total		428.59
LABOR		
ELECTRICIAN	(7.06 Hrs @ \$48.50)	328.29
APPRENTICE	(7.06 Hrs @ \$38.10)	268.99
Indirect Job Cost		
CONSUMABLES & MISCELLANEOUS	(238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	7.16
CLEAN-UP	(14.12 @ 0.00 @ \$0.06 + 0.000 % + 0.000 % + 0.000 %)	0.71
SAFETY MEETINGS	(14.12 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	0.14
SMALL TOOLS	(14.12 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)	6.35
WARRANTY	(238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	7.16
Total Indirect Job Cost		21.52
Subtotal		1,047.38
Overhead	(@ 10.000 %)	104.74
Markup	(@ 5.000 %)	57.61
Subtotal		1,209.74
Final Adjustment		0.26
Final Amount		\$1,210.00

CONTRACTOR CERTIFICATION

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

ORIGINAL

**Adco Electric Inc.**  
P.O. Box 7395  
Jackson, MS 39282-7395

**Client Address:**  
**BENCHMARK**  
1887 CRANE RIDGE DRIVE  
SUITE 200A  
JACKSON, MS 39216

**CCN #** 2  
**Date:** 4/4/2023  
**Project Name:** ARTS CENTER OF MISSISSIP  
**Project Number:** ARTS CENTER OF MISSISSIP  
**Page Number:** 3

<b>CCN #:</b> 2	_____
<b>Final Amount:</b> \$1,210.00	_____
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



April 27, 2023

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

Re: Thalia Mara – General Cleaning, Wash Interior & Exterior Windows

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$8,370.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh', written over a horizontal line.

David Marsh,  
President

Accepted by: \_\_\_\_\_

A handwritten signature in dark ink, appearing to read 'Ch. Apple', written over a horizontal line.  
City of Jackson, Mississippi



ONE TIME SERVICE AGREEMENT

(Form not intended for current customers)

DATE OF SERVICE	NAME OF COMPANY AGREEING TO SERVICES
NAME OF LOCATION SERVICED	City of Jackson
Thalia Mara Hall	NAME OF COMPANY REPRESENTATIVE
ADDRESS WHERE SERVICE PROVIDED	Benchmark Construction / David Marsh
255 E Pascagoula Street	PHONE NUMBER OF COMPANY REPRESENTATIVE
CITY, STATE, ZIP WHERE SERVICE PROVIDED	(801) 941-7250
Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE?	dmarsh@benchmarkms.com
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CUST#	JAN-KING REP
	SERVICED BY (FIRM NAME and #)
	Rashed Randle Allstar Solutions, LLC   041158

ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED)	JOB INFORMATION (MUST BE COMPLETED)
NAME OF A/P CONTACT	PURCHASE ORDER/JOB NUMBER
ADDRESS OF A/P DEPARTMENT	INSURANCE CERTIFICATE NEEDED?
CITY, STATE, ZIP OF A/P DEPARTMENT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
A/P PHONE NUMBER	SPECIAL INSURANCE REQUIRED?
A/P ALTERNATE NUMBER	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
A/P EMAIL ADDRESS	WAIVER OF LIEN REQUIRED?
	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
	Client agree that the above mentioned items, documentation, insurance, etc. are either required or not as indicated above.
	AUTHORIZED SIGNATURE

SERVICES REQUESTED

- General cleaning
- Thoroughly wash interior and exterior of windows
- 

TOTAL COST: \$ 5,370.00

States tax not included - applicable to FL and TX only.  
Credit Card Payments are subject to a 2% fee.

This Agreement supersedes all prior Agreements. JAN-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be careful in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions. Client consents to the use of EPA approved chemicals selected by JAN-KING for cleaning COVID-19. To the extent client wishes to direct which specific chemicals are used, Client will notify JAN-KING in writing.

~~WARRANTY: Client agrees to defend, indemnify, and hold harmless Jan-King, and their respective officers, directors, employees, agents, representatives, from all claims, demands, damages, losses and expenses arising out of or related to the performance or non-performance of any service performed by Jan-King, without limitation, to the City of Jackson, MS, and any exposure to such claims, demands, damages, losses and expenses.~~

Payment of the Total Amount shall be due from Client within fifteen (15) days of completion of the work. In the event the full Total Amount is not paid within said time, interest shall accrue on any remaining balance of a note or invoice. In the event it becomes necessary for Jan-King to institute suit against Client to secure or protect its rights or to collect any sums due under this Agreement, Jan-King shall be entitled to all reasonable costs or charges, including reasonable attorneys fees and interest. The terms of this Agreement shall be binding upon and inure to the benefit of Jan-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parishes where the Jan-King representative is located.

**AUTHORIZATION FOR WORK TO BEGIN AND GUARANTY**

The undersigned individual owner, officer, agent, member or employee of Client hereby guarantees the payment to Jan-King of the total amount indicated above. Said individual acknowledges that without this guaranty of payment, Jan-King would not enter into this Agreement.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

COMPLETED WORK

All work described has been inspected and completed to my satisfaction. Payment for these services is authorized upon receipt of Jan-King invoice.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

NOT AN INVOICE





April 27, 2023

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

Re: Thalia Mara – Scrub Ceramic Tile

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$990.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh', written over a horizontal line.

David Marsh,  
President

Accepted by:

A handwritten signature in dark ink, written over a horizontal line. The signature is stylized and appears to be 'Charles L. ...'. Below the signature, the text 'City of Jackson, Mississippi' is printed.



ONE TIME SERVICE AGREEMENT

(Form not intended for current customers)

DATE OF SERVICE	NAME OF COMPANY AGREEING TO SERVICES City of Jackson	
NAME OF LOCATION SERVICED Thalia Mara Hall	NAME OF COMPANY REPRESENTATIVE Benchmark Construction / David Marsh	
ADDRESS WHERE SERVICE PROVIDED 255 E Pascagoula Street	PHONE NUMBER OF COMPANY REPRESENTATIVE (601) 941-7250	
CITY, STATE, ZIP WHERE SERVICE PROVIDED Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE dmarsh@benchmarkms.com	
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CMTS	JANI-KING REP Rashed Randle	SERVICED BY (PRN NAME and) Allstar Solutions, LLC   041158
ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED)		
NAME OF A/P CONTACT		
ADDRESS OF A/P DEPARTMENT		
CITY, STATE, ZIP OF A/P DEPARTMENT		
A/P PHONE NUMBER		
A/P ALTERNATE NUMBER		
A/P EMAIL ADDRESS		
JOB INFORMATION (MUST BE COMPLETED)		
PURCHASE ORDER/JOB NUMBER		
INSURANCE CERTIFICATE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
SPECIAL INSURANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
WAIVER OF LIEN REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
Client agrees that the above mentioned items, documentation, insurance, etc. are either required or not as indicated above.		
AUTHORIZED SIGNATURE		
SERVICES REQUESTED		
1. Scrub of ceramic tile		
2.		
3.		

TOTAL COST: \$ 990.00

Rates fee not included - applicable to FL and TX only.  
Credit Card Payments are subject to a 2% fee.

This Agreement supersedes all prior Agreements. JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be aware in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19. To the extent client wishes to direct which specific chemicals are used, Client will notify JANI-KING in writing.

~~Client agrees to defend, indemnify and hold Jani-King, and their respective officers, directors, employees, agents, and representatives, harmless from all claims, demands, damages, losses, and expenses, including out-of-pocket costs, arising out of or related to the performance or non-performance of any cleaning or other service provided by Jani-King, and any damages to such programs from Client's facility.~~

Payment of the Total Amount shall be due from Client within fifteen (15) days of completion of the work. In the event the full Total Amount is not paid within thirty (30) days, interest shall accrue on any remaining balance at a rate of 1.5% per day in the event it becomes necessary for Jani-King to institute suit against Client to secure or protect its rights or to collect any sums due under this Agreement, Jani-King shall be entitled to its associated costs or fee, including reasonable attorney's fees and interest. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the county in which the Jani-King regional office is located.

AUTHORIZATION FOR WORK TO BEGIN AND GUARANTY

The undersigned individual owner, officer, agent, member or employee of Client hereby guarantees the payment to Jani-King of the total amount indicated above. Said individual acknowledges that without this guaranty of payment, Jani-King would not enter into this Agreement.

AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE
COMPLETED WORK		

All work described has been inspected and completed to my satisfaction. Payment for these services is authorized upon receipt of Jani-King invoice.

AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE
----------------------	----------------------	------

NOT AN INVOICE



April 27, 2023

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

Re: Thalia Mara – Carpet Extraction

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$2,304.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh'.

David Marsh,  
President

Accepted by: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be a stylized name followed by '1st'.

City of Jackson, Mississippi



ONE TIME SERVICE AGREEMENT

(Form not intended for current customers)

DATE OF SERVICE	NAME OF COMPANY AGREEING TO SERVICES City of Jackson	
NAME OF LOCATION SERVICED Thalia Mara Hall	NAME OF COMPANY REPRESENTATIVE Benchmark Construction / David Marsh	
ADDRESS WHERE SERVICE PROVIDED 255 E Pascagoula Street	PHONE NUMBER OF COMPANY REPRESENTATIVE (601) 941-7250	
CITY, STATE, ZIP WHERE SERVICE PROVIDED Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE dmarsh@benchmarkms.com	
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CLIENT	JANI-KING REP Rashed Randle	SERVICED BY (PRIN NAME and ID) Allstar Solutions, LLC   041158
<b>ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED)</b>		
NAME OF A/P CONTACT		
ADDRESS OF A/P DEPARTMENT		
CITY, STATE, ZIP OF A/P DEPARTMENT		
A/P PHONE NUMBER		
A/P ALTERNATE NUMBER		
A/P EMAIL ADDRESS		
<b>JOB INFORMATION (MUST BE COMPLETED)</b>		
PURCHASE ORDER/JOB NUMBER		
INSURANCE CERTIFICATE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
SPECIAL INSURANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
WAIVER OF LIEN REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
Client agrees that the above mentioned items, documentation, insurance, etc. are either required or not as indicated above.		
AUTHORIZED SIGNATURE		
<b>SERVICES REQUESTED</b>		
1. Carpet extraction		
2.		
3.		

TOTAL COST: \$ 2,304.00

Sales tax not included - applicable to FL and TX only.  
Credit Card Payments are subject to a 3% fee.

This Agreement supersedes all prior Agreements. JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be aware that the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19. To the extent client wishes to direct which specific chemicals are used, Client will notify JANI-KING in writing.

JANI-KING Client agrees to release, defend, and hold harmless JANI-King, and their respective affiliates, franchisees, officers, directors, shareholders, members, employees, agents, and representatives, from all claims, demands, damages, injuries, damages, losses, and expenses arising out of or related to the provision of requested services, or any related activities at Client facility including, without limitation, COVID-19 and any exposure to such pathogens from Client facility.

Payment of the Total Amount shall be due from Client within thirty (30) days of completion of the work. In the event the full Total Amount is not paid within thirty (30) days, interest shall accrue on any remaining balance at a rate of 4.5% per day. In the event it becomes necessary for Jani-King to institute suit against Client to secure or protect its rights or to collect any sums due under this Agreement, Jani-King shall be entitled to all associated costs of the suit, including reasonable attorney's fees and disbursements. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the Jani-King regional office is located.

AUTHORIZATION FOR WORK TO BEGIN AND GUARANTEE

The undersigned individual owner, officer, agent, member or employee of Client hereby guarantees the payment to Jani-King of the total amount indicated above. Said individual acknowledges that without this guaranty of payment, Jani-King would not enter into this Agreement.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

COMPLETED WORK

All work described has been inspected and completed to my satisfaction. Payment for these services is authorized upon receipt of Jani-King invoice.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

NOT AN INVOICE



April 27, 2023

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

Re: Arts Center – General Cleaning, Wash Interior & Exterior Windows

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$500.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Marsh', written in a cursive style.

David Marsh,  
President

Accepted by:

A handwritten signature in dark ink, appearing to read 'Charles...', written in a cursive style.  
City of Jackson, Mississippi



ONE TIME SERVICE AGREEMENT

(Form not intended for current customers)

DATE OF SERVICE	NAME OF COMPANY AGREEING TO SERVICES City of Jackson	
NAME OF LOCATION SERVICED Arts Center	NAME OF COMPANY REPRESENTATIVE Benchmark Construction / David Marsh	
ADDRESS WHERE SERVICE PROVIDED 255 E Pascagoula Street	PHONE NUMBER OF COMPANY REPRESENTATIVE (601) 941-7250	
CITY, STATE, ZIP WHERE SERVICE PROVIDED Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE dmarsh@benchmarkms.com	
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CUSTOMER	JANI-KING REP Rashed Randle	SERVICED BY (FIRM NAME and #) Alletta Solutions, LLC   041158
ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED)		
NAME OF A/P CONTACT		
ADDRESS OF A/P DEPARTMENT		
CITY, STATE, ZIP OF A/P DEPARTMENT		
A/P PHONE NUMBER		
A/P ALTERNATE NUMBER		
A/P EMAIL ADDRESS		
JOB INFORMATION (MUST BE COMPLETED)		
PURCHASE ORDER/JOB NUMBER		
INSURANCE CERTIFICATE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
SPECIAL INSURANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
WAIVER OF LIEN REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy		
Client agrees that the above mentioned items, documentation, insurance, etc. are either required or not as indicated above.		
AUTHORIZED SIGNATURE		
SERVICES REQUESTED		
1. General cleaning		
2. Thoroughly wash interior and exterior of windows		
3.		

TOTAL COST: \$ 500.00

Sales tax not included - applicable to FL and TX only.  
Credit Card Payments are subject to a 2% fee.

This Agreement supersedes all prior Agreements. JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be careful in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19. To the extent client wishes to direct which specific chemicals are used, Client will notify JANI-KING in writing.

~~INDISTINGUISHABLE: Client agrees to defend, indemnify, and hold harmless JANI-KING and their respective officers, directors, shareholders, members, employees, agents, and representatives from all claims, demands, damages, losses, expenses, and expenses arising out of or related to the presence, or suspected presence, of any infectious pathogen at Client's facility (including without limitation, COVID-19) and any exposure to such pathogen from Client's facility.~~

Payment of the Total Amount shall be due from Client within fifteen (15) days of completion of the work. In the event the full Total Amount is not paid within thirty (30) days, interest shall accrue on any remaining balance at a rate of 1.5% per day. In the event it becomes necessary for JANI-KING to institute suit against Client to secure or protect its rights or to collect any sums due under this Agreement, JANI-KING shall be entitled to all associated costs of the suit, including reasonable attorney's fees and interest. The terms of this Agreement shall be binding upon and here to the benefit of JANI-KING and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or port where the JANI-KING regional office is located. **Hinds County, MS**

AUTHORIZATION FOR WORK TO BEGIN AND WARRANTY

The undersigned individual owner, officer, agent, member or employee of Client hereby guarantees the payment to JANI-KING of the total amount indicated above. Said individual acknowledges that without this guaranty of payment, JANI-KING would not enter into this Agreement.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

COMPLETED WORK

All work described has been inspected and completed to my satisfaction. Payment for these services is authorized upon receipt of JANI-KING invoice.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE

NOT AN INVOICE



May 1, 2023

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

Re: Thalia Mara – Investigate Leak

Dear Ms. Martin:

Please find attached a proposal from Guaranteed Roofing in the amount of \$1,250.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Marsh'.

David Marsh,  
President

Accepted by:

A handwritten signature in black ink, appearing to read 'Thalia Mara'.

City of Jackson, Mississippi



**PROPOSAL**

May 1, 2023

1. Investigate leak at Thalia Mara Hall

\$1,250.00

Thank you,

*Shelley R. Joiner*  
Shelley R. Joiner  
Vice President

601-459-2848  
res@guaranteedroofingcompany.com  
www.mrroofer.com  
P.O. Box 54122  
Paw, MS 39288-4122

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

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

\*\*\*\*\*

**DISCUSSION: CITY GRANT PROGRAMS:** President Foote recognized Council Member Hartley who requested an update on the status of the city's grants management program. President Foote recognized Dr. Safiya Omari, Chief of Staff, who stated that the Administration is in the process of interviewing for positions within the Grants Management Division.

\*\*\*\*\*

**Note: Vice President Lee** left the meeting.

\*\*\*\*\*



**DISCUSSION: TRAFFIC LIGHTS:** President Foote stated said item would be pulled at the request of Vice President Lee.

\* \* \* \* \*

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

**DISCUSSION: LITIGATION:** President Foote stated said discussion would be held in Executive Session.

\* \* \* \* \*

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

**DISCUSSION: Personnel:** said item was pulled by President Foote.

\* \* \* \* \*

The following reports/announcements were provided during the meeting:

- **Council Member Lindsay, Council Member Banks and Council Member Hartley** announced the following:
  - Encourage citizens to remember **Council Member Stokes** and his family during the loss of his wife **Judge LaRita Cooper-Stokes**.

\* \* \* \* \*

**MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.** President Foote stated that all City Council members had received the monthly privilege taxes report for review.

\* \* \* \* \*

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

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

\* \* \* \* \*

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

\* \* \* \* \*

During Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Banks** to go into Executive Session regarding “Litigation”.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

\* \* \* \* \*

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

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 9, 2023 10:00 A.M.

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Absent – Grizzell, Lee and Stokes.

\*\*\*\*\*

**President Foote** announced to the public that the Council voted to come out of Executive Session and no action was taken.

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. on May 15, 2023. At 12:52 p.m., the Council stood adjourned.

**PREPARED BY:**

Shanekia Mosley-Jordan  
CLERK OF COUNCIL

**APPROVED:**

8:22 PM 5/23/2023  
COUNCIL PRESIDENT    DATE

Chad L.

MAYOR

**ATTEST:**

Angela Harris  
CITY CLERK

\*\*\*\*\*