



REVISED
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
JUNE 22, 2023
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR CHRIS CUMBEST OF WELLS UNITED METHODIST CHURCH

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE MAY 25, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. APPROVAL OF THE JUNE 1, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1418 LOCATED AT 187 ROOSEVELT STREET- PARCEL # 59-42 – \$1,399.00. (WARD 7) (DOTSON, LUMUMBA)
6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-318 LOCATED AT 2955 SHEILA DRIVE – PARCEL #304-111 – \$6,400.00. (WARD 5) (DOTSON, LUMUMBA)
7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1047 LOCATED AT 2731 TERRY ROAD – PARCEL #209-19 – \$6,200.00 (WARD 5) (DOTSON, LUMUMBA)

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #21-745 LOCATED AT 6444 LYNDON B. JOHNSON DRIVE – PARCEL #802-27 – \$5,400.00 – (WARD 2) (DOTSON, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1725 LOCATED AT 424 CUMMINS STREET PARCEL #208-120 - \$1,200.00 (WARD 5) (DOTSON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1404 LOCATED AT 215 SIDWAY STREET – PARCEL #60-66-1 – \$4,600.00 (WARD 7) (DOTSON, LUMUMBA)**

INTRODUCTION OF ORDINANCES

11. **AN ORDINANCE INSTITUTING FOR A TEMPORARY MORATORIUM (TWELVE MONTHS) ON THE ESTABLISHMENT, CREATION OR EXPANSION OF BARS AND NIGHT CLUBS OPERATING ON OR ADJACENT TO CAPITOL STREET IN THE CITY'S CENTRAL BUSINESS DISTRICT. (LINDSAY)**

REGULAR AGENDA

12. **CLAIMS (MALEMBEKA, LUMUMBA)**
13. **PAYROLL (MALEMBEKA, LUMUMBA)**
14. **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT. (MALEMBEKA, LUMUMBA)**
15. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. FRANK FIGGERS TO THE JACKSON PUBLIC SCHOOLS BOARD. (LUMUMBA)**
16. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF MR. MITCH MCGUFFEY TO THE JACKSON PUBLIC SCHOOLS BOARD. (LUMUMBA)**
17. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. PAMELA SCOTT AS DIRECTOR OF THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP. (LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT. (WRIGHT, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PUBLIC SAFETY PLANNING FOR A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) HOT SPOTS POLICING SOLICITATION 15 PBJA-22-GG-00637-MUMU. (WADE, LUMUMBA)**

21. **ORDER AUTHORIZING THE JACKSON POLICE CHIEF TO EXECUTE A MEMORANDUM OF AGREEMENT WITH CHRISTIANS IN ACTION, INC., WHICH DOES BUSINESS AS CENTRAL MISSISSIPPI CHILDREN'S ADVOCACY CENTER. (WADE, LUMUMBA)**
22. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER \$30,580.00 FROM THE PERSONAL SERVICES CATEGORY TO OTHER PROFESSIONAL SERVICES CATEGORY TO COVER UP-AND-COMING EVENTS, ENTERGY BILLS, AND COMCAST INTERNET EQUIPMENT AND MONTHLY SERVICES FEES. (HARRIS, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY AT SMITH-WILLS STADIUM ON JULY 1, 2023, AT A COST OF SEVENTEEN THOUSAND FIFTY DOLLARS (\$17,050.00). (WARD 1) (HARRIS, LUMUMBA)**
24. **ORDER RATIFYING PAYMENTS FOR ALARM SERVICES PROVIDED BY PENNINGTON AND TRIM ALARM SERVICES, INC., TO THE JACKSON ZOO GIFT SHOP, IN THE AMOUNT OF FORTY-TWO DOLLARS (\$42.00). (HARRIS, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIEWPOINT (OPENGOV) GOVERNMENT SOLUTIONS, INC. FOR THE PROVISION OF PERMITTING, LICENSING, AND ENFORCEMENT SOFTWARE AND IMPLEMENTATION SERVICES. (DOTSON, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE EUBANKS CREEK DRAINAGE IMPROVEMENTS PROJECT (STATE STREET TO OLD CANTON ROAD). (R.LEE, LUMUMBA)**
27. **ORDER ACCEPTING THE COMPETITIVE PROPOSAL OF UPCHURCH SERVICE, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS. (R.LEE, LUMUMBA)**
28. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH CRAFTCROSWELL, LLC FOR FLOORING MATERIALS AND INSTALLATION AT THALIA MARA HALL IN PREPARATION FOR THE INTERNATIONAL BALLET COMPETITION AND AUTHORIZING PAYMENT. (R.LEE, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT. (R.LEE, LUMUMBA)**
30. **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. (R.LEE, LUMUMBA)**
31. **ORDER AMENDING ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT, EMULSIONS, INC., & ADCAMP, INC. FOR A TWELVE-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74507-051623). (R.LEE, LUMUMBA)**
32. **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, TRAFFIC MAINTENANCE DIVISION. (R.LEE, LUMUMBA)**
33. **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION. (R.LEE, LUMUMBA)**
34. **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, CARE & MAINTENANCE DIVISION. (R.LEE, LUMUMBA)**

35. ORDER RATIFYING AN EMERGENCY CONTRACT FOR WATER REMEDIATION WITH SERVPRO OF JACKSON FOR THE WILLIE MORRIS LIBRARY AND AUTHORIZING PAYMENT. (R.LEE, LUMUMBA)
36. ORDER RATIFYING PROCUREMENT OF COMMODITIES FROM AIRGAS USA, LLC FOR THE DEPARTMENT OF PUBLIC WORKS, BRIDGES & DRAINAGE DIVISION. (R.LEE, LUMUMBA)
37. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 2023 RESURFACING PROGRAM. (R.LEE, LUMUMBA)
38. ORDER RATIFYING PROCUREMENT OF ASPHALT FROM APAC MISSISSIPPI, INC. FOR THE DEPARTMENT OF PUBLIC WORKS, PAVED STREETS DIVISION, AND AUTHORIZING PAYMENT. (R.LEE, LUMUMBA)
39. ORDER AMENDING THE ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)
40. ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)
41. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
42. ORDER REVISING THE BUDGET FOR FISCAL YEAR 2022-2023 FOR THE JACKSON CITY COUNCIL AND OFFICE OF THE CLERK OF COUNCIL. (FOOTE)
43. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO INITIATE AN RFP FOR A LONG-TERM SOLID WASTE COLLECTION AGREEMENT COMMENCING APRIL 1, 2024 TO AVOID ANOTHER GARBAGE CRISIS. (FOOTE)

DISCUSSION

44. DISCUSSION: 911 CALLS (FOOTE)
45. DISCUSSION: ANIMAL SHELTER (FOOTE)
46. DISCUSSION: EMS DISTRICT/AMBULANCE SERVICE (LEE)
47. DISCUSSION: SWIMMING POOLS (LEE)
48. DISCUSSION: DOGS (STOKES)
49. DISCUSSION: UPDATE ON KEYSHIA SANDERS INVESTIGATION (STOKES)
50. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

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 23, 2023, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Sabrina Shelby, Chief Deputy Clerk of Council, Denise Fortner, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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

The invocation was offered by **Rev. Dr. James Cameron, Sr of Greater Mount Calvary M.B. Church**.

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

APPROVAL OF THE APRIL 24, 2023 SPECIAL ZONING COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE APRIL 25, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE APRIL 27, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.

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

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

APPROVAL OF THE MAY 9, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE MAY 15, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 7, 2023 FOR THE FOLLOWING CASES:

21-204	21-494	21-887	22-1054	22-1825	22-2163
21-205	22-716	22-910	22-1386	22-1953	22-2165
22-228	21-788	22-1003	22-1496	22-2034	22-2307
22-431	22-791	22-1011	22-1529	22-2079	22-2319
22-463	21-842	22-1053	21-1648	22-2121	

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

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

WHEREAS, hearings were held on February 7, 2023; and

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

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

- 1) **Case #22-1496: Parcel #633-43** located at 1170 McDowell Cir: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 2) **Case #22-2307: Parcel #853-34** located at 590 Chelsea Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 3) **Case #22-2165: Parcel #842-272** located at 149 Sharon Hill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

4) **Case #22-2319: Parcel #853-267** located at 3914 Forest Lake Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

5) **Case #22-2121: Parcel #627-204** located at 3853 Meadow Lane Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

6) **Case # 22-2034: Parcel #633-183** located at 1303 Maria Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

7) **Case #22-228: Parcel #721-834** located at 2267 Forest Glen Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

8) **Case #22-1386: Parcel #432-360** located at 4613 Churchill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

9) **Case # 21-788: Parcel #821-713** located at 1021 Capri Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Remove trash and debris, cut grass, weeds and remove inoperable vehicles or vehicles parked on the grass.

10) **Case #21-494: Parcel #212-271** located at 1850 Elaine St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Board up and/or secure structure(s). Remove trash and debris.

11) **Case #21-204: Parcel #633-153** located at 1115 Barbara Ann Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Board up and secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

12) **Case #21-205: Parcel #842-294** located at 359 Sharon Hills Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

13) **Case #21-1648: Parcel #839-231** located at 1051 Deryll St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

14) **Case #22-2163: Parcel #606-133** located at 2831 Kingswood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

15) **Case #22-463: Parcel #104-155** located at 2280 Decatur St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

16) **Case #22-1529: Parcel #410-77** located at 3621 Gammill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

17) **Case #22-1825: Parcel # 723-665** located at 418 Lake Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove trash and debris.

18) **Case #22-1011: Parcel #162-281** located at 1623 Barrett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

19) **Case #21-842: Parcel #101-45** located at 2860 Bishop St.: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

20) **Case #22-1054: Parcel #410-395** located at 3702 Skyline Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

21) **Case #22-1053: Parcel #410-394** located at 3648 Skyline Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

22) **Case #21-887: Parcel #523-266** located at 716 Kirkley Dr.: After hearing testimony from owner Connie Anderson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Connie Anderson shall be afforded thirty (30) days or until March 9, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

23) **Case #22-431: Parcel #97-192** located at 445 Vardaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris.

24) **Case #22-1953: Parcel #425-33-1** located at 3811 Mosley Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 3

Scope of Work: Remove trash and debris.

25) **Case #22-1003: Parcel #410-86** located at 3552 Cromwell St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

26) **Case #22-2079: Parcel #821-712** located at 1023 Capri Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

27) **Case #22-910: Parcel #825-261** located at 5821 Fairchild St.: After hearing testimony from owner John H. Smith, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, John H. Smith shall be afforded forty-five (45) days until March 24, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

28) **Case #22-791: Parcel #306-323** located at 108 Sanford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

29) **Case #22-716: Parcel #629-253** located at 722 Westmont Dr.: After hearing testimony from owner Zachary Cornelius Moore, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Zachary Cornelius Moore shall be afforded forty-five (45) days until March 24, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

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

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

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

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

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

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

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

* * * * *

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 24, 2023 FOR THE FOLLOWING CASES:

21-526	21-747	22-335	22-1543	22-1809
22-2173	22-2176	21-355	21-475	21-540
21-1177	21-1992	21-2032	21-1193	22-1767
22-1961				

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

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

WHEREAS, hearings were held on January 24, 2023; and

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

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

1) Case #21-526: Parcel #607-25 located at 115 Cedar Lane.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 7

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

2) Case #21-747: Parcel #854-40 located at 111 Glenstone Cir.: After hearing testimony from Kire Parson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Kire Parson shall be afforded thirty (30) days, or until February 23, 2023, to cure the violations by completing the scope of work. Ward 4

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

3) Case #22-335: Parcel #837-40 located at 2474 Vernon Dr. After hearing testimony from owner Velasquez Nicandro, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Velasquez Nicandro shall be afforded fifteen (15) days, or until February 8, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

4) Case #22-1543: Parcel #616-79 located at 2723 Emerald Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

5) Case #22-1809: Parcel #211-387 located at 943 Stuart St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

6) Case #22-1961: Parcel #633-452 located at 2383 Breckinridge Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

7) Case #22-2173: Parcel #606-347 located at 431 Sennett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

8) Case #22-2176: Parcel #606-348 located at 441 Sennett Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

9) Case #21-355: Parcel #805-290 located at 6728 George Washington Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings, and remove trash and debris.

10) Case #21-475: Parcel #410-60 located at 2727 Miller Ave. After hearing testimony from Lamarus Taylor, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Lamarus Taylor shall be afforded thirty (30) days, or until February 23, 2023, to cure the violations by completing the scope of work. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings, and remove trash and debris.

11) Case #21-540: Parcel #409-86 located at 1938 Corley Ave.: After hearing testimony from owner Oscar Lee Stewart, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Oscar Lee Stewart shall be afforded sixty (60) days, or until March 25, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

12) Case #21-1177: Parcel #713-183 located at 1924 Hamilton Blvd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris, inoperable vehicles, or vehicles parked on the lawn.

13) Case #21-1992: Parcel #409-282 located at 1833 Oakland Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

14) Case #21-2032: Parcel #637-8 located at 4837 Clinton Blvd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris, inoperable vehicles, or vehicles parked on the lawn.

15) Case #21-1193: Parcel #821-305 located at 1424 Pear St.: After hearing testimony from owner Brown Theodore, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Brown Theodore shall be afforded twenty (25) days, or until February 28, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

16) Case #22-1767: Parcel #164-1 located at 1141 University Blvd.: After hearing testimony from owner Al Shami Investments LLC, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Al Shami Investments LLC shall be afforded twenty-one (21) days, or until February 14, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

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

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

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

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk’s Office of the City of Jackson, Mississippi.

* * * * *

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 21, 2023 FOR THE FOLLOWING CASES:

22-410 23-624 22-2523 22-2106 22-1949
22-1860 22-1199

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

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

WHEREAS, hearings were held on March 21, 2023; and

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

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

1) Case #22-410: Parcel #628-376 located at 3043 Lakewood Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00 Ward 6

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

2) Case #23-624: Parcel #306-127 located at 4313 Officer Thomas Catchings Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00 Ward 4

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

3) Case #22-2523: Parcel #306-129 located at 4309 Officer Thomas Catchings Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, and safety. Ward 4

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

4) Case #22-2106: Parcel #144-282 located at 811 Deer Park St.: After hearing testimony from owner Joe Davis, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Joe Davis shall be afforded sixty (90) days, or until June 5, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00 Ward 3

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

5) Case #22-1949: Parcel #91-44 located at 817 Palmyra St.: After hearing testimony from owner James Warner, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, James Warner shall be afforded sixty (60) days, or until May 6, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

6) Case #22-1860: Parcel #91-41 located at 841 Palmyra St.: After hearing testimony from owner James Warner, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, James Warner shall be afforded sixty (60) days, or until May 6, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

7) Case #22-1199: Parcel #711-146 located at 6002 Whitestone Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 28, 2023 FOR THE FOLLOWING CASES:

22-2427	22-721	21-372	21-612	22-2262	22-1955
22-835	22-116	21-925	21-773	22-1359	23-2
22-336	22-115	21-1216	21-580	21-1483	22-282
22-670	22-247	21-385	23-180	22-837	21-462
21-1498	21-671	22-800			

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

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

WHEREAS, hearings were held on February 28, 2023; and

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

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

- 1) **Case #22-2427: Parcel #837-16** located at 2435 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 2) **Case #22-835: Parcel #837-14** located at 2464 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 3) **Case #22-336: Parcel #837-11** located at 2434 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 4) **Case #22-282: Parcel #837-13** located at 2454 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 5) **Case #22-837: Parcel #837-146** located at 2346 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed

- 6) **Case # 22-721: Parcel #837-178-1** located at 2269 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 7) **Case #22-116: Parcel #837-166-2** located at 2343 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 8) **Case #22-115: Parcel #837-147** located at 2356 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 9) **Case # 22-670: Parcel #837-120** located at 2306 Hickory Dr.: After hearing testimony from owner Melinda S. McNamee, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Melinda S. McNamee shall be afforded thirty (30) days until March 30, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$1,000.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 10) **Case #21-462: Parcel #95-184** located at 158 Clover Leaf Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 11) **Case #21-372: Parcel #101-38** located at 2924 Marion Dunbar St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 12) **Case #21-925: Parcel #410-445** located at 0 Skyline Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 13) **Case #21-1216: Parcel #105-182-5** located at 524 Scott St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 14) **Case #22-247: Parcel #802-171** located at 134 James Monroe Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 15) **Case #21-1498: Parcel #410-95** located at 3618 Cromwell St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 16) **Case #21-612: Parcel #523-504** located at 4639 Locksley Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 17) **Case #21-773: Parcel #712-232** located at 5961 Huntview Dr.: After hearing testimony from owner Ron Myer, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Ron Myer shall be afforded sixty (60) days until April 29, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 18) **Case #21-580: Parcel #642-164** located at 5354 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 19) **Case #21-385: Parcel #431-219** located at 769 Woodbury Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 3

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 20) **Case #21-671: Parcel #431-220** located at 763 Woodbury Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 3

Scope of Work: Remove trash and debris.

- 21) **Case #22-2262: Parcel #517-658** located at 750 Woodbury Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 22) **Case #22-1359: Parcel #433-157** located at 4616 Normandy Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 23) **Case #21-1483: Parcel #19-74** located at 1211 Kenwood Pl. Unit AB.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 24) **Case #23-180: Parcel #72-70** located at 141 E. Davis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 25) **Case #22-800: Parcel #51-143** located at 504 Mitchell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 26) **Case #22-1955: Parcel #517-656** located at 756 Woodbury Rd.: After hearing testimony from owner Portia Taylor, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Portia Taylor shall be afforded thirty (30) days until March 30, 2023 to cure the violations by completing the scope of work. If there is a default and

the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 27) **Case #23-2: Parcel #118-11** located at 120 Beach St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1521 LOCATED AT 245 ARCHER AVE. PARCEL #613-230- \$5,000.00.

WHEREAS, the State of Mississippi received 245 Archer Ave. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on November 17, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for case #CE-22-1521 located at 245 Archer Ave., parcel #613-230, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, TriArc Management Services, LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 245 Archer Ave. for the sum of \$5,000.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 245 Archer Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to TriArc Management Services, LLC for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENAC TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 685 LOCATED AT 1804 BAILEY AVE. PARCEL #98-129 – \$4,750.00

WHEREAS, on September 13, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 9, 2022, for case #CE-21-685 located at 1804 Bailey Ave., parcel #98-129, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1804 Bailey Ave.; and

WHEREAS, R & C Services, LLC. submitted the lowest bid of \$4,750.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, R & C Services, LLC through its representative, Raymond Granderson has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1804 Bailey Ave. in an amount not to exceed \$4,750.00; and

WHEREAS, R & C Services, LLC has a principal office located at 987 Gore Rd., Jackson, MS 39212, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC to demolish the structure and remedy conditions on the property located at 1804 Bailey Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,750.00 shall be paid to R & C Services, LLC upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1563 LOCATED AT 946 N. CONGRESS ST. PARCEL #39-56–\$8,600.00

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for case #CE-21-1563 located at 946 N. Congress St., parcel #39-56, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 946 N. Congress St.; and

WHEREAS, R & C Services, LLC submitted the lowest bid of \$8,600.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, R & C Services, LLC through its representative, Raymond Granderson has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 946 N. Congress St. in an amount not to exceed \$8,600.00; and

WHEREAS, R & C Services, LLC has a principal office located at 987 Gore Rd., Jackson, MS 39212, according to the information appearing on the Mississippi Secretary of State’s website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC to demolish the structure and remedy conditions on the property located at 946 N. Congress St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,600.00 shall be paid to R & C Services, LLC upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS,

TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATEOWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-144 LOCATED AT 151 WOODY DR. PARCEL #625-38-2- \$6,400.00.

WHEREAS, the State of Mississippi received 151 Woody Dr. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on February 22, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-144 located at 151 Woody Dr., parcel #625-38-2, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 151 Woody Dr. for the sum of \$6,400.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson MS, 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 151 Woody Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,400.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASHAND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-866 – 5478 QUEEN MARY LN. – \$5,925.00

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022 for Case CE-21-866 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 5478 Queen Mary Ln; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$5,925.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, Socrates Garrett Enterprises, Inc. through its representative, Leland Socrates Garrett, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 5478 Queen Mary Ln. in an amount not to exceed \$5,925.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office located at 2659 Livingston Rd., Jackson, MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure and remedy conditions on the property located at 5478 Queen Mary Ln deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,925.00 shall be paid to Socrates Garrett Enterprises, Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 128-202 LOCATED AT 934 CLAIBORNE AVENUE, JACKSON MISSISSIPPI.

WHEREAS, On May 22, 2018 the governing authorities for the City of Jackson passed a resolution that declared property located at 934 Claiborne Avenue to be a menace to public health, safety, and welfare; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the City of Jackson remedied conditions on the property constituting a menace to public health, safety, and welfare when the owner of the property failed to do so; and

WHEREAS, on October 15, 2019 the governing authorities for the City of Jackson passed a resolution that adjudicated costs and penalties totaling two thousand five hundred two dollars (\$2,502.00) for the cleaning of property located at 934 Claiborne Avenue legally described as LOT 10 BLK B ROSEDALE GARDENS; and

WHEREAS, consistent with the provisions of Section 21-19-11, the resolution adjudicating costs and penalties was subsequently included with 2020 municipal ad valorem taxes where payment would be enforced in the same manner as municipal ad valorem taxes; and

WHEREAS, at the time of cleaning, the property was owned by Lee Jackson; and

WHEREAS, the notice to proceed was issued on December 3, 2018, and the property was sold on December 14, 2018; and

WHEREAS, at the time costs and penalties were adjudicated, ownership had changed to Charles D. King; and

WHEREAS, the property owners did not receive proper notice.

IT IS, THEREFORE, ORDERED that the clean-up assessment imposed on Parcel number 128-202 located at 934 Claiborne Avenue be removed from the Hinds County Real Property Billing Roll.

IT IS FURTHER ORDERED that any acts required and necessary to affect the cancellation of the lien arising out of the imposed clean-up assessment for Case 2017-1123 are authorized to be performed.

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

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

ORDER ACCEPTING PAYMENT OF \$1,600.42 FROM STATE FARM INSURANCE COMPANY ON BEHALF OF THEIR INSURED ROY DAVIDSON AS A VEHICLE PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,600.42 as a vehicle property damage and loss of use settlement by Risk Management for damages sustained to City of Jackson vehicle SUV-0144 on March 08, 2022.

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

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

President Foote requested that Discussion Item No. 44 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: JMAA: President Foote recognized **Mayor Chokwe Antar Lumumba** who introduced **Rosa Beckett** as the new CEO of The Jackson Municipal Airport Authority. **President Foote** recognized **Rosa Beckett**, who gave a personal statement.

ORDER APPROVING CLAIMS NUMBER 28848 to 28903 APPEARING AT PAGES 452 TO 480 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,379,126.59 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28848 to 28903 appearing at pages 452 to 480, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,379,126.59 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	850,160.15
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	17,570.00
PARKS & RECR. FUND	44,132.28
LANDFILL/SANITATION FUND	105,610.64
STATE TORT CLAIMS FUND	8,292.03
WATER/SEWER OP & MAINT FUND	85,528.22
EMPLOYEES GROUP INSURANCE FUND	160,563.37
KELLOGG FOUNDATION PROJECT	6,041.67

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

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PAYROLL FUND	762.84
HOUSING COM DEV ACT (CDBG) FD	192,766.96
EMERGENCY SHELTER GRANT (ESG)	5,248.08
H O P W A GRANT – DEPT. OF HUD	104,252.51
1% INFRASTRUCTURE TAX	126,237.83
MADISON SEWAGE DISP OP & MAINT	39.23
TRANSPORTATION FUND	483,487.86
JXN CONVENTION & VISITORS BUR	333,480.60
P E G ACCESS – PROGRAMMING FUND	7,291.28
SIEMENS SETTLEMENT ACCOUNT	290,854.76
ESG COVID CARES ACT	3,487.28
CDBG COVID CARES	33,145.18
ZOOLOGICAL PARK	18,954.84
2019 7M NOTE	113,750.00
DFA – SB2971 – PETE BROWN GOLF	13,046.00
DFA – THALIA MARA HALL \$2M	33,797.37
MDOT – CMPDD PROJECTS	281,026.05
2022 GO PLANETARIUM BOND \$7.5M	9,932.89

TOTAL **\$3,379,126.59**

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

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28848 TO 28903 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28848 to 28903 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$98,025.48 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,287,819.76
PARKS & RECR FUND		101,737.87
LANDFILL FUND		16,031.08
SENIOR AIDES		3,461.33

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

WATER/SEWER OPER & MAINT		163,823.06
PAYROLL	98,025.48	
HOUSING COMM DEV		8,464.81
TITLE III AGING PROGRAMS		5,983.35
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,464.88
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,201.84
AMERICAN RESCUE PLAN ACT 2021		10,130.77
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		\$2,662,585.98

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF SHARON THAMES AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor previously appointed Sharon Thames as Interim Director of the Department of Administration for the City of Jackson, Mississippi; and

WHEREAS, the interim appointment expired on or about September 28, 2022, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, and upon expiration she no longer served in an interim capacity; and

WHEREAS, on May 23, 2023, pursuant to Section 21-8-23(2), Mississippi Code of 1972, as amended, the Mayor appointed Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi and the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi, is hereby confirmed.

Council Member Banks moved adoption.

Note: Said item failed due to lack of a second.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH eCIVIS, Inc FOR SERVICES RELATED TO THE IMPLEMENTATION OF A GRANTS NETWORK SYSTEM AND SUBSCRIPTION TO THE CLOUD HOSTED SaaS GRANTS MANAGEMENT PLATFORM.

WHEREAS, in Opinion 2016-00070 issued to P. Scott Phillips on March 25, 2016, the Mississippi Attorney General opined that the procurement of software, which is an ancillary part, additional to a main part or function of a procurement itself and is of no use without services necessary to design and implement a system for its use is not required to be bid under Section 31-7-13 of the Mississippi Code; and

WHEREAS, Carahsoft, is the master government aggregator for eCivis, Inc.; and

WHEREAS, eCivis, is a cloud-hosted commercial-off-the shelf (COTS) SaaS grants management platform and is specifically built for managing the full grants management lifecycle; and

WHEREAS, Carahsoft and eCivis, Inc. submitted a proposal to the Mayor’s office for the implementation of its grants management platform and subscription for the services; and

WHEREAS, the proposal submitted to the Mayor’s office included both recurring annual fees and non-recurring fees with a loyalty discount of \$5,200.00; and

WHEREAS, eCivis, Inc., is a part of GTY Technology Holdings, Inc., following acquisition on September 14, 2018; and

WHEREAS, the cloud hosting program constitutes a service and any software required or implemented is ancillary and necessary for the use of the system as designed and intended and would not be subject to the public purchasing laws as noted in the aforementioned opinion issued by the Mississippi Attorney General; and

WHEREAS, the initial cost for implementation and use of the cloud hosting program in year one is \$64,947.50; and

WHEREAS, a five (5) year term was noted on the quotation received from eCivis-Carahsoft; and

WHEREAS, the cost for the service in the second year would be \$49,825.62; and

WHEREAS, the cost for the service in third year would be \$53,313.41; and

WHEREAS, the cost for the service in year four would be \$57,045.35; and

WHEREAS, the cost for the service in the fifth and final year of the agreement would be \$61,038.52; and

WHEREAS, the total cost for implementation of the program and use of the cloud-hosted services during the five-year period is \$286,170.40; and

WHEREAS, the cost includes plan and design, configuration, readiness assessments, user training, training manuals, and virtual user training; and

WHEREAS, the best interest of the City of Jackson would be served by contracting with eCIVIS grant management platform.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement with eCIVIS for services related to the implementation of a network system and cloud hosted SaaS Grants platform as a service.

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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Note: Council Member Hartley left the meeting.

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President Foote requested that Agenda Item No. 42 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF
RECOGNIZING THE MONTH OF MAY AS NATIONAL TENNIS MONTH AND
HONORING MS. VENECCA GREEN FOR HER EFFORTS TO PROMOTE TENNIS TO
CITIZENS OF JACKSON, MISSISSIPPI AT BATTLEFIELD PARK.**

WHEREAS, On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, The USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and

WHEREAS, by increasing the accessibility of tennis for citizens of Jackson, Mississippi of all ages and ability, the USTA has contributed to making our community happier and healthier; and

WHEREAS, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities; and

WHEREAS, Ms. Venecca Green was born, raised and educated in Jackson, Mississippi. She received her B.S. and MBA degrees from Jackson State University. After 20 years with the Central Intelligence Agency, she returned to Jackson, received her law degree from MS College School of Law and practiced law for over 20 years; and

WHEREAS, Ms. Green was introduced to tennis in junior high school and was hooked. Tennis provided opportunities and she enjoyed the rewards and benefits; and

WHEREAS, Ms. Green created the Friends of Battlefield Park, Inc., a non-profit organization created to restore, revitalize, and improve Battlefield Park and the Dorothy Vest Tennis Center. to a beautiful and safe place; and

WHEREAS, she is an avid and accomplished tennis player, has long been a volunteer, served on USTA committees, started the National Tennis and Learning (NJTL) program, and captained numerous adult and junior teams; and

WHEREAS, Ms. Green has accepted the calling and mission of service to the underserved and under-resourced communities in Jackson, Mississippi. She believes it is crucial that African-American children and children of color see tennis played where they live and play. Tennis is a vehicle for positive change to keep children on track to a safe, productive and successful future; and

WHEREAS, in 2022, Venecca was selected to attend the United States Tennis Association (USTA) Tennis Coaching and Leadership Fellowship Program in Orlando, Florida, where she received a Level 2 Teaching and Coaching Certification.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, supports recognizing the month of May as National Tennis Month and honoring Ms. Venecca Green for her efforts to promote tennis to citizens of Jackson, Mississippi at Battlefield Park.

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

President Foote recognized **Vanecca Green, Friends of Battlefield Park Inc.**, who provided a brief overview of said item.

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

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

Note: Council Member Hartley returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE TAUBMAN CENTER FOR STATE AND LOCAL

**GOVERNMENT AT THE HARVARD KENNEDY SCHOOL REGARDING THE
GOVERNMENT INNOVATION FELLOW AND GOVERNMENT PERFORMANCE LAB.**

WHEREAS, the President and Fellows of Harvard College acting through the Taubman Center for State and Local Government at the Harvard Kennedy School (“Harvard”) wishes to enter into a Memorandum of Understanding (“MOU”) with the City of Jackson; and

WHEREAS, the terms of the MOU will determine the engagement and role of one or more Government Innovation Fellows and any other Harvard Kennedy School Government Performance Lab (“GPL”) researchers, students, scholars and staff assisting the City in the development and implementation of Innovation Initiatives; and

WHEREAS, Innovation Initiatives may include improvements to procurement and contracting processes, use of data to inform service delivery and referral systems, piloting of new services or service-delivery models, establishing active contract management systems between governments and service providers, pay for success and performance-based contracts, optimizing resource allocation, and other initiatives designed to improve government performance and make government programs more effective; and

WHEREAS, the City shall have no responsibility for compensation or employment benefits for the Fellow(s), the GPL Director, or other members of the GPL Team with respect to any work done pursuant to this MOU; and

WHEREAS, the Fellows will not be treated as employees of the City, but shall be subject to all applicable City ethics and public records laws and guidelines and may be required to complete City training or other requirements applicable to the status of the Fellows; and

WHEREAS, the GPL Director, the Fellows, and other members of the GPL Team will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name; and

WHEREAS, the term of the MOU is for twelve (12) months commencing on the effective date; and

WHEREAS, unless either party submits a notice of non-renewal at least thirty (30) days prior to the end of the twelve months, the MOU shall automatically renew for one (1) additional twelve-month period and expire on the second anniversary of the effective date; and

WHEREAS, further extension of the term will require written agreement of the parties; and

WHEREAS, Harvard requires the City of Jackson to submit an executed Memorandum of Understanding and other documents in exchange for providing procurement and contracting assistance to the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Harvard and any other necessary documents associated with the MOU.

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

President Foote recognized **Safiya Omari, Chief of Staff** and **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

There came on for consideration Agenda Item No. 24:

ORDER REVISING THE FISCAL YEAR 2023 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT. Said item was pulled by the Administration.

ORDER ACCEPTING THE BID OF ACTIVE SOLUTIONS, LLC FOR A THIRTY-SIX (36) MONTH SUPPLY OF SAFECITYCAM SURVEILLANCE CAMERAS AND INSTALLATION AND AUTHORIZING THE MAYOR TO EXECUTE A SALES AGREEMENT BETWEEN THE CITY OF JACKSON AND ACTIVE SOLUTIONS, LLC.

WHEREAS, on March 21, 2023, the City of Jackson, Mississippi, received and opened one (1) sealed proposal in response to RFP No. 84084-032123 thirty-six (36) month term for SAFECITYCAM surveillance cameras and installation; and

WHEREAS, the Jackson Police Department reviewed the proposal submitted by Active Solutions, LLC, and the department determined that Active Solutions, LLC, with its principal office at 1215 Prytania Street, Suite 301, New Orleans, Louisiana 70130, submitted the lowest and best bid; and

WHEREAS, the Jackson Police Department recommends that the governing authorities for the City of Jackson accept Active Solutions, LLC's bid in the amount of \$6,839.42 per camera unit and installation. If cameras are installed on Entergy poles, there will be an additional charge for rights to use the Entergy Poles (Entergy Pole Fee-\$250.00, Entergy Approved Disconnect w/Power Shut Off - \$532.50, and additional charges will be billed for alternative data backhaul methods, if required); and

WHEREAS, the Jackson Police Department also recommends that the Jackson City Council authorize the Mayor to execute a Sales Agreement between the City of Jackson and Active Solutions, LLC, a copy of which is attached to this Order and made part of these minutes.

IT IS HEREBY ORDERED that the bid submitted by Active Solutions, LLC is the lowest and best bid and is hereby accepted by the governing authorities for the City of Jackson.

IT IS FURTHER ORDERED the Mayor is authorized to execute the Sales Agreement with Active Solutions, LLC., to provide 36 Months Term SAFECITYCAM Video Surveillance Cameras and Installation on behalf of the City of Jackson Police Department and to make any and all payments for said SAFECITYCAM Video Surveillance Cameras and Installation from General Funds.

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

President Foote recognized **George Jimerson, Captain of Jackson Police 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.

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS.

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 21-19-65 and recommend that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program; and

Arts and Community Grants

1	YOUNG GIFTED & EMPOWERED Shameka Reed 26 Avery Circle Jackson, MS 39211 savvyincpr@gmail.com	\$10,000
2	CENTER FOR SOCIAL ENTREPRENEURSHIP Shante Crockett 1225 Robinson Street Jackson, MS 39203 shante.cse.ms@gmail.com	\$8,842
3	JACKSON MUSIC AWARD EVENT 1 GOSPEL Jesse Thompson P. O. Box 20005, Westland Station Jackson MS 39209 jthompson.jmaa@gmail.com	\$10,000
4	JACKSON MUSIC AWARD EVENT 2 R&B Jesse Thompson P. O. Box 20005, Westland Station Jackson MS 39209 jthompson.jmaa@gmail.com	\$10,000
5	DOG GONE DITION FESTIVAL Rander Phillip Adams 401 E. South St. Unit 2647 Jackson MS 39207 randywildmanbrown@gmail.com	\$10,000
6	WEST JACKSON COMMUNITY DEVELOPMENT CORP. Linda Carter 1328 Highway 80 West Jackson MS 39204 linda.carter@jsums.edu	\$10,000
7	USA INTERNATIONAL BALLET COMPETITION Mona Nicholas P. O. Box 3696 Jackson, MS 39207 mnicholas@usaibc.com	\$10,000
8	TEST-TAKING SOLUTION FOUNDATION Kenrell Liddell MD, MBA Thousand Oaks Drive Jackson MS 39232 Founder@ttsfoundation.org	\$10,000

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

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9	SHOWTIME AT JACKSON Fredia Perkins 3733 Azalea Drive Jackson, MS 39206 fredniaperkins@ymail.com	\$10,000
	TOTAL	\$88,842.00

IT IS HEREBY ORDERED that the matchings monies in the amount set forth above are awarded to the entities as listed.

IT IS FURTHER ORDERED that the Mayor shall execute agreements with each of the Organizations listed that will govern the receipt of the matching funds contributed, copies of the agreements are attached hereto and made part of the minutes.

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **YOUNG, GIFTED & EMPOWERED**, hereinafter referred to as the "Agency," whose address is 26 Avery Circle Jackson, Mississippi 39211; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing a matching grant, on a reimbursement basis, to Young, Gifted, & Empowered Media, LLC to provide support on August 25, 2023 for the YG&E Youth Media & Storytelling Summit for high school students enrolled in Jackson Public School District within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Young, Gifted & Empowered, LLC agree as follows:

1. The Agency's Executive Director shall oversee the management and coordination of all activities for the youth summit on August 25, 2023, the YG&E Youth Media and Storytelling Summit for at least 350 high school students enrolled in the Jackson Public School District.

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall provide the Agency funds in the amount of Ten Thousand Dollars (\$10,000.00) with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency’s budget line items shall require prior written approval of the City’s Director of the Department of Human and Cultural Services.
7. This MOU shall commence upon execution and end on September 30, 2023.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City’s contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

Young, Gifted & Empowered

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the CENTER FOR SOCIAL ENTREPRENEURSHIP hereinafter referred to as the "Agency," whose address is 1225 Robinson Street Jackson, Mississippi 39203; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing a matching grant, on a reimbursement basis, to Center for Social Entrepreneurship to provide support for the iVillage – An uplifting Mural of a community Icon & Celebration of Neighborhood Heroes within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Eight Hundred Forty-Two Dollars and No Cents (\$8,842.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Center for Social Entrepreneurship agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the iVillage – An uplifting Mural of a Community Icon & Celebration of Neighborhood Heroes: Growing Pride for Our Neighborhood & University. The Agency shall ensure that at least 400 persons will benefit from this project.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Eight Thousand Eight Hundred Forty-Two Dollars and No Cents (\$8,842.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

CENTER FOR SOCIAL ENTREPRENEURSHIP

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **JACKSON MUSIC AWARDS ASSOCIATION, INC.** hereinafter referred to as the "Agency," whose address is 6418 Whitestone Road Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 24, 2023 for the 49th Annual Jackson Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Music Awards Association Inc. agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the 49th Annual Jackson Music Awards held at the Jackson Convention Center's Trustmark Ballroom. This event creates awareness and exposure for the musical talents of numerous artists from the South and Southeast. This event will honor the Kings and Queens of Soul.

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

JACKSON MUSIC AWARDS
ASSOCIATION, INC.

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the JACKSON MUSIC AWARDS ASSOCIATION, INC. hereinafter referred to as the "Agency," whose address is 6418 Whitestone Road Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 23, 2023 for the 45th Annual Gospel Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Music Awards Association Inc. agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the July 23, 2023, 45th Annual Mississippi Gospel Music Awards Event at the Jackson Center's Trustmark Ballroom. This event will create awareness and exposure for the musical talents of numerous artists throughout the South and Southeast.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or it's authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient

revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and **DOG GONE DITION FESTIVAL** hereinafter referred to as the "Agency," whose address is 401 E South Street, Unit 2647 Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Dog gone Dition Festival to provide support on August 5, 2023 for the 13th Annual Dog Gone Dition Festival in West Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, Dog Gone Dition Festival agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the August 5, 2023, the 13th Annual Dog Gone Dition Festival, a drug-free back to school, "Unity in the Community, Silence the Violence-Increase the Peace," family event.

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
6. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code to support the August 5, 2023 The 13th Annual Dog Gone Dition Festival from 12:00pm to until within the City of Jackson.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
9. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
10. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
11. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
12. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

DOG GONE DITION FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **WEST JACKSON COMMUNITY DEVELOPMENT CORPORATION**, hereinafter referred to as the "Agency," whose address is 1328 Highway 80 West, Jackson, Mississippi 39204; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to West Jackson Community Development Corporation to provide support on August 29, 2023 for the 30th Annual Lynch Street Cultural Arts Festival within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and West Jackson Community Development Corporation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the August 29, 2023, 30th Annual Lynch Street Cultural Arts Festival. The festival is one-day event sponsored to celebrate the rich cultural and artistic history of the historical Lynch Street in Jackson, MS.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or it's authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the

continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**West Jackson Community Development
Corporation**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and **USA INTERNATIONAL BALLET** hereinafter referred to as the "Agency," whose address is P. O. Box 3696 Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to USA International Ballet Competition City Dance program; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the USA International Ballet agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the USA International Ballet Competition – City Dance. The City Dance program which consists of ballet class auditions, ballet classes, city dance parent meeting, performance, city dance workshop, city dance art project, spring recital & city dance reception and art showcases through the Jackson Public Schools academic year, late September 2022 through May 2023.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient

revenues during the budget year to provide the monies allocated.

12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

USA INTERNATIONAL BALLET

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the TEST-TAKING SOLUTION FOUNDATION hereinafter referred to as the "Agency," whose address is 2104 Thousand Oak Drive, Jackson, Mississippi 39212; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Test-Taking Solution Foundation to provide support on June 17, 2023 for the Juneteenth Arts Celebration in the heart of Brookhollow Subdivision community within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Test-Taking Solution Foundation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the June 17, 2023 Juneteenth Arts Celebration from 2:00 pm until 6:00 pm at the Test-Taking Solution Education & Research Center at 2104 Thousand Oaks Drive, Jackson, MS 39212. The project will be an educational community engagement event that offers an open mic with an emphasis on Juneteenth, for community to learn more

- about this holiday and to share their creative art and talents.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
 3. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
 4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
 5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
 6. This MOU shall commence upon execution and end on September 30, 2023.
 7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
 8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
 9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
 10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
 11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
 12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
 13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
 14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
 15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
 16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
 17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
 18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

TEST-TAKING SOLUTION FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **SHOWTIME AT JACKSON** hereinafter referred to as the "Agency," with its principal place of business at 3733 Azalea Drive Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Showtime at Jackson to provide support on May 1, 2023 – August 31, 2023 for the activities of the Celebratory Music and Arts Concert Event within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Showtime at Jackson agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the August 2023 (date to be announce) Celebratory Music and Art Concert Event which will impact the lives of 350 to 500 youths by engaging them in exclusive information sessions on music and arts education and industry related topics, then culminating with a Celebratory Music and Arts Concert.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for

reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
5. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

- 13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
- 14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
- 15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
- 16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
- 17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
- 18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

SHOWTIME AT JACKSON

BY: _____
Director

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Mike Williams, Deputy Director of Human and Cultural Services, 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 ENTER INTO AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on August 4, 2020, the City Council authorized the execution of a contractual agreement with Creative Research Solutions (CRS) whereby CRS served as a consultant under the EPHD project and conducted evaluation services of the project, which included developing the infrastructure and/or a rubric for data collection and analysis activities such as background research, monitoring plan technical assistance, and focus group(s); and

WHEREAS, the City of Jackson agreed to compensate CRS as an independent contractor in a total amount not to exceed \$120,000.00 in fees and not to exceed \$2,500.00 in travel-related expenses during the grant period of August 1, 2020 through March 31, 2022; and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with CRS to serve as a Consultant from April 11, 2023 to September 30, 2023; and

WHEREAS, the scope of work includes (1) conducting background research and logic model and evaluation plan refinement; (2) data collection and analysis with surveys and focus groups; (3) synthesizing and triangulating the data and findings from surveys, focus groups, observations, and monitoring tools; (4) conducting a virtual sensemaking session; and (5) developing an evaluation report; and

WHEREAS, either party may terminate the agreement at any time upon delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment; and

WHEREAS, the parties agree that the legal relationship between Creative Research Solutions and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the Parties. Neither party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to CRS with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of Creative Research Solutions; and

WHEREAS, the City of Jackson will compensate CRS for its services as a consultant in an amount not to exceed \$11,816.74 per month for 6 months, totaling an amount not to exceed \$70,900.44.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an agreement with Creative Research Solutions to provide evaluation services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from April 11, 2023 through September 30, 2023.

IT IS FURTHER ORDERED that upon the submission of invoices monthly to the City of Jackson, Creative Research Solutions shall be paid an amount not to exceed \$11,816.74 per month from grant funds for conducting EPHD evaluation services.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING MAY 1, 2023.

WHEREAS, the City of Jackson (City) has determined that is in the City's best interest to seek a professional company to provide janitorial services and supplies for Administration Building and Customer Service Office (Union Station) of the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the City issued a Request for Proposal (RFP) on February 24, 2023 for Janitorial Services and Supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson's Public Transportation System (JTRAN) and received four responses; and

WHEREAS, staff within the transit services division reviewed the procedures used by the State of Mississippi and Federal Transit Administration (FTA) to award the contract to ServiceMaster Commercial Cleaning of Jackson for the next five (5) years commencing on May 1, 2023 through April 30, 2028 with two one-year options to be exercised at the future discretion of City Council; and

WHEREAS, based on the best value procurement policy, ServiceMaster Commercial Cleaning of Jackson has been determined to provide the janitorial services and supplies; and

WHEREAS, the City shall pay ServiceMaster Commercial an amount not to exceed one hundred seventy-three thousand seven hundred sixty dollars (\$173,760.00) from the FY2023 Transit budget; and

WHEREAS, monies received from the Federal Transit Administration in the amount of one hundred thirty-nine thousand eight dollars (\$139,008.00) will be used to fund the procurement described; and

WHEREAS, the sum of thirty-four thousand seven hundred fifty-two dollars (\$34,752.00) is not covered by federal funding and must be matched from the City local fund; and

WHEREAS, the local match is included in the Transit Division's budget for FY2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an Agreement with ServiceMaster Commercial Cleaning of Jackson to provide Janitorial Services and Supplies of the public transportation system (JTRAN) for a term beginning on May 1, 2023 and ending on April 30, 2028.

IT IS HEREBY ORDERED that a sum not to exceed one hundred seventy-three thousand seven hundred sixty dollars (\$173,760.00) may be expended for the procurement with the understanding that federal monies in the amount of one hundred thirty-nine thousand eight dollars (\$139,008.00) will be used for the procurement and a local match not exceeding thirty-four thousand seven hundred fifty-two dollars (\$34,752.00) will also be used from the FY2023 Transit Division budget.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND HOPE ENTERPRISE CORPORATION TO PARTICIPATE IN THE DIVERSITY PILOT PROGRAM.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires technical assistance to help design and implement local economic inclusion strategies to increase access and procurement opportunities for businesses of color; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of technical assistance; and

WHEREAS, the Hope Enterprise Corporation (HEC)'s Diversity Pilot Program ("Pilot") is available to assist the City of Jackson by laying the groundwork to prepare small businesses owned by people of color to compete for supplier opportunities; and

WHEREAS, the Pilot has three goals: (1) to provide technical assistance and non-dilutive capital to small businesses of color to aid in growing and bettering their position for contracting and procurement opportunities, (2) to promote equitable procurement practices among institutional buyers participating in the Pilot, and (3) to produce and distribute the Supplier Diversification Strategy Guide to share lessons learned and shape future expansion or replication of the Pilot; and

WHEREAS, the City will participate as a "buyer" by identifying ways to include business diversity in supplier contracts, support technical assistance providers for the Pilot's small business participants, and engage to identify and understand the challenges facing small businesses in accessing procurement opportunities including potential ways to make procurement policies and procedures more inclusive; and

WHEREAS, the City of Jackson finds it reasonable to partner with HEC with the Diversity Pilot Program to enhance the effectiveness of the OED and how we provide contracting and procurement opportunities to our business community.

NOW THEREFORE IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with HEC.

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

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

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER DECLARING PARCEL NUMBER 112-1 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF CONVEYANCE AND OTHER DOCUMENTS NECESSARY TO DONATE SAID PROPERTY TO JACKSON RESOURCE CENTER FOR THE DEVELOPMENT OF A TRANSITIONAL HOUSING CENTER.

WHEREAS, the City of Jackson owns certain real property and any improvements thereon located at 300 Capers Street. The real property is that same property recorded in the Office of the Chancery Clerk of Hinds County in Book 7257 at Page 2989 and more particularly described as follows:

30 A IN SW 1/4 SEC 33 6 1E & NW 1/4 SEC 4 5 1E & PT LOT 4 FIRST SLIGO SUBN & 6 FT OFF N/LY SIDE CAPERS ST LESS 70 FT R 0 W TO CITY FOR ST & LESS 237.28 FT X 320 FT X 102.70 FT TRI IN NW COR LESS 9.34 AC TO JSSD LESS TO MS EMP SEC COMM

WHEREAS, the real property is designated as Parcel Number 112-1 in the Hinds County Landroll; and

WHEREAS, Jackson Resource Center submitted an application to the City of Jackson's Surplus Property Committee requesting that Parcel Number 112-1 be declared surplus and conveyed to Jackson Resource Center for the development of a transitional housing center; and

WHEREAS, Jackson Resource Center is a bona fide not-for profit civic corporation organized and existing under the laws of the State of Mississippi and granted tax-exempt status by the Internal Revenue Service; and

WHEREAS, on December 8, 2022, the City of Jackson's Surplus Property Committee found that (1) Jackson Resource Center's proposed use of the property as a transitional housing center would benefit the civic, social, educational, cultural, moral, economic or industrial welfare of the community in which the property is located; and (2) no City department had expressed a municipal need for the property; and

WHEREAS, based on the above-mentioned findings, the Surplus Property Committee voted to recommend to the governing authorities that Parcel Number 112-1 be declared surplus property and donated as set forth in Mississippi Code Section 21-17-1(3) to Jackson Research Center for use as a transitional housing center; and

WHEREAS, the Surplus Property Committee further recommends that the deed of conveyance contain a clause of reverter providing that Jackson Resource Center may hold title to Parcel Number 112-1 only so long as the property is continued to be used as a transitional housing center and that title shall revert to the City in the event of the cessation of such use as a transitional housing center for a period of two (2) years.

IT IS, THEREFORE, ORDERED that Parcel Number 112-1 located at 300 Capers Street is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a deed of conveyance and any other documents necessary to donate Parcel Number 112-1 to Jackson Resource Center.

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(3), the instrument conveying the property to Jackson Resource Center shall contain a clause of reverter providing that Jackson Resource Center may hold title to Parcel Number 112-1 only so long as the property is used as a transitional housing center and that title shall revert to the City in the event of the cessation of such use as a transitional housing center for a period of two (2) years.

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(3), the instrument conveying the property to Jackson Resource Center shall reserve all mineral rights, together with the right of ingress and egress to remove same.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements, rights-of-way, restrictive covenants or building restrictions of record concerning the property.

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

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

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote and Hartley.

Absent – Stokes.

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the Department of Information Technology needs to amend its 2022-2023 budget to provide essential funds for processing of payment to Tyler Technologies; and

WHEREAS, the Department of Information Technology recommends to the governing authorities for the City of Jackson to amend its 2022-2023 budget in the amount of \$200,112.83 to pay for the License & Services Agreement for Enterprise ERP (Munis) Software and Services; and

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

WHEREAS, the proposed changes in Fund 4 are necessary to move funds intended for tire tubes battery, uniforms, work clothing, printing supplies, computer software, computer supplies, non-capitalized equipment, data processing equipment, fiber, other building supplies, building material, structural steel, other repair and maintenance, books and periodicals, postage, dues memberships and fees, telephone, cellular phones, building maintenance, structure maintenance, machine equipment maintenance, travel expense, and air travel for the payment of Munis to Tyler Technologies; and

WHEREAS, the Department of Information Technology recommends that the governing authorities amend the following accounts, as follows:

To/From	Fund/Account Number	Amount
From:		
	004-904.00-6216 (Tire Tubes & Battery)	\$ 300.00
	004.904.00-6217 (Uniforms & Work Clothing)	\$3,000.00
	004.904.00-6219 (Printing Supplies)	\$1,873.72
	004.904.00-6231 (Computer Software)	\$36,759.52
	004.904.00-6234 (Computer Supplies)	\$12,113.24
	004.904.00-6240 (Non-Capitalized Equip.)	\$17,003.00
	004.904.00-6242 (Data Processing Equip.)	\$75,393.59
	004.904.00-6243 (Fiber)	\$12,000
	004.904.00-6299 (Other Operating Supplies)	\$9,072.00
	004.904.00-6311 (Building Material)	\$335.26
	004.904.00-6313 (Structural Steel)	\$117.00
	004.904.00-6318 (Books & Periodical)	\$72.00
	004.904.00-6421 (Postage)	\$1,000.00
	004.904.00-6443 (Dues Mem. Regis Fees Tuition)	\$2,761.00
	004.904.00-6461 (Buildings Maintenance)	\$1,312.50
	004.904.00-6462 (Structure Maintenance)	\$12,000
	004.904.00-6473 (Travel Expense)	\$10,000.00
	004.904.00-6474 (Air Travel)	\$5,000.00
Total Amount:		\$200,112.83
To:	004-904.00-6419 (Other Professional Services)	\$ 200,112.83

WHEREAS, this intradepartmental transfer of \$200,112.83 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Information Technology in the Fiscal Year 2022-2023 Budget.

NOW IT IS THEREFORE ORDERED that the Department of Information Technology Fiscal Year 2022-2023 budget be revised as set forth above.

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Foote recognized Muriel Reid, Director of Information Technology and Fidelis Malembeka, Chief Financial Officer, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i DIGITAL BLACK/WHITE AND COLOR SYSTEM AND THE KONICA MINOLTA BIZHUB 4750i DIGITAL (BLACK/WHITE) TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Public Works Department desires to enter into a 48-month rental agreement for a black/white and a multifunction color copier to be used by the Divisions of Administration and Solid Waste; and

WHEREAS, Advantage Business Systems, Inc. provides a Konica Minolta Bizhub C750i b/w and color copier and a Konica Minolta Bizhub 4750i black and white copier with auxiliary equipment through State of Mississippi Contract number 8200067921 at a cost of \$325.00 and \$65.00 monthly totaling \$390.00 a month for forty-eight (48) months; and

WHEREAS, the principal place of business for Advantage Business Systems, Inc., is 5442 Executive Place, Jackson, MS 39206; and

1. **KONICA MINOLTA BIZHUB C750i** to replace **XEROX C8070H** for Public Works Solid Waste – At a monthly rental cost of \$325.00 for forty-eight months and a maintenance charge of \$.0073 for all b/w copies and all color copies billed \$.059 to be invoiced with monthly charge.
2. **KONICA MINOLTA BIZHUB 4750i** to replace **CANON RUNNER ADVANCE 400IF** for Public Works Administration – At a monthly rental cost of \$65.00 for forty-eight months and a maintenance charge of \$.015 for all b/w copies to be invoiced with monthly charge.

WHEREAS, it is the recommendation of the Public Works Department that this lease agreement be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business System providing for the 48-month rental of a Konica Minolta Bizhub C750i b/w and color copier with auxiliary equipment at a cost of \$325.00 per month plus a copy charge of \$.0073 for all (Black and White), \$.059 (Color Impressions) and a Konica Minolta Bizhub 4750i b/w copier with auxiliary equipment at a cost of \$65.00 per month, plus a copy charge of \$0.15 (Black and White) per copy to include toners, parts, drums, except paper or staples, labor and service calls.

IT IS, THEREFORE, ORDERED that payment for the rental of equipment and the copy charges be made from budgeted funds of the Department of Public Works.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

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

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

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

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

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

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

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

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

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

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

Vendor	Services/Materials	Amount
ADCO Electrical	Lobby and Director's Office Lights	\$1,730.00
Adams Evans Waterproofing Co.	Power wash, coating & sealant	\$4,423.00
Elite Paint	Remove concrete base slabs, statues	\$3,900.00
Guaranteed Roofing	Roof Repair	\$3,214.00
	Total	\$13,267.00

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



April 28, 2023

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

Re: Arts Center, Lobby & Director's Lights

Dear Ms. Martin:

Please find attached a proposal from ADCO in the amount of \$1,730.00 I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by: 
City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39266-1177
Phone 601-362-6110 • Fax 601-362-9612 • www.benchmarkms.com

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDUX ROAD P.O. BOX 7395
JACKSON, MISSISSIPPI 39282-7395
(601) 922-3575 FAX (601) 922-9705

PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Lobby and Directors Office Lights

David,

We are pleased to provide our price to provide and install the new Lights indicated by the Architect's Drawing for the Arts Center lower Lobby and Directors office This Proposal includes the (7) Flat Panel lights and (3) Exit Lights in the new Lobby Ceiling and the (2) new Flat Panel lights in the Director's Office and one 4' Trac lighting Base trac, all as per the Architects CR#04 Drawing dated 4/21/23.

Our price including Tax for this installed work is: \$ 1,730

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.



May 1, 2023

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

Re: Arts Center – Power wash, coating & sealant

Dear Ms. Martin:

Please find attached a proposal from Adam Evans Waterproofing Co., Inc. in the amount of \$4,423.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by: 
City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-5110 • Fax 601-362-9812 • www.benchmarkms.com



ADAM EVANS WATERPROOFING CO., INC.

P.O. Box 1325 / Brandon, Mississippi 39043
Telephone (601) 706-0412
Fax (601) 706-0413

April 20, 2023

City of Jackson
c/o Mr. David March
Benchmark Construction
1867 Crane Ridge Dr. Ste 200
Jackson, MS 39201

RE: Arts Center, Jackson, Mississippi
West stair temporary coating

Mr. Marsh,

Attached and in accordance with the sketch by Canizaro Cawthon Davis sent Monday, April 17, 2023, please find two photos indicating the approximate temporary coating areas. Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment and AEW standard insurance to complete the following scope of work:

- 1) Power wash exterior concrete deck, existing coating, masonry rowlock and roof termination flashing.
- 2) Apply three coats of Soprema's Alsan Flashing with fiberglass reinforcement at the prepared area.
- 3) Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the west stair bottom to top of wall joint.

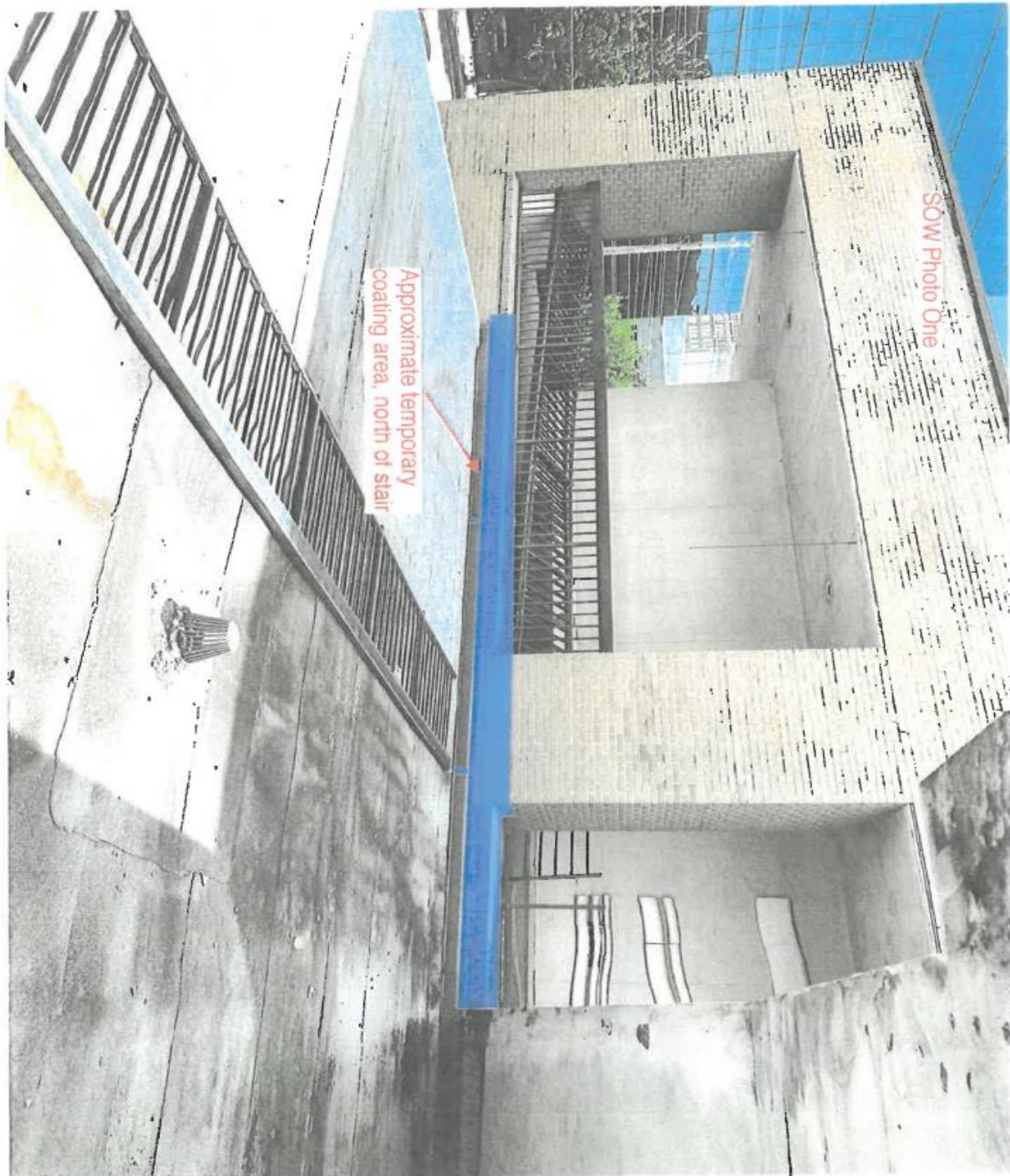
Price: \$ 4,423.00

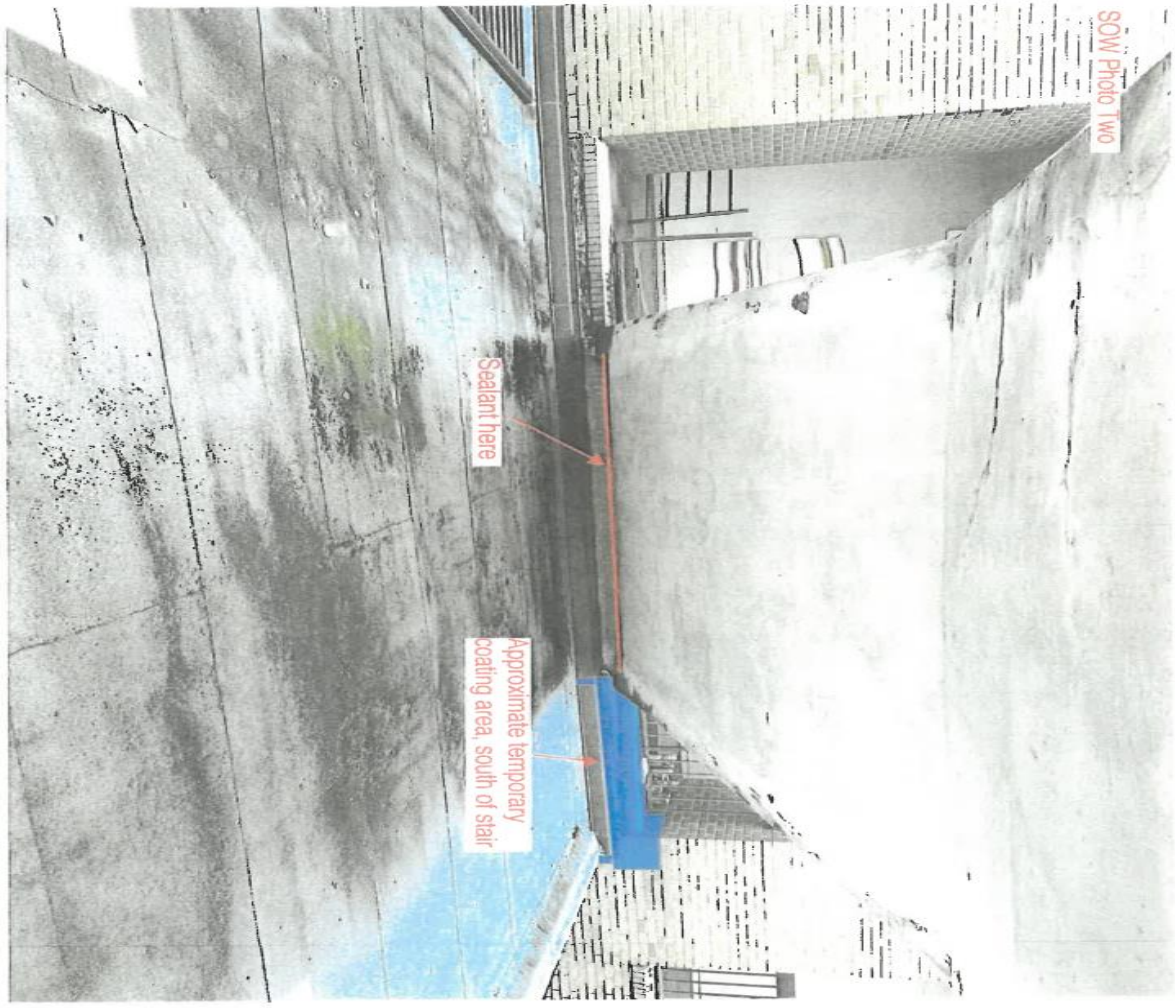
Mr. David Marsh
April 20, 2023
Page2

Note that we make no guaranty that completion of this scope of work will cause the cessation of moisture into the structure. We appreciate the opportunity to offer this quotation. If there are any questions, please call.

Sincerely,


Sean Dunaway





May 4, 2023

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

Re: Thalia Mara – Concrete Base Slab

Dear Ms. Martin:

Please find attached a proposal from Elite Paint in the amount of \$3,900.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh
David Marsh,
President

Accepted by: *[Signature]*
City of Jackson, Mississippi



ELITE PAINT LLC
156 Greenfield Ridge Dr.
Brandon, Ms, 39042
josef@elitepaintllc.com
Cell 601-717-2976

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

estimate	Date
#042	May/3/23

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

Flags,
Remover 12 in, 2 concrete base slab.

Total \$ 3,900.

Respectfully, Jose Fonseca



May 4, 2023

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

Re: Thalia Mara – Roof Repair

Dear Ms. Martin:

Please find attached a proposal from Guaranteed Roofing in the amount of \$3,214.00. 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

May 5, 2023

1. Repair three small penetration roughly 1/2" in diameter
2. Repair one lift in roof Cap Sheet
3. Clean Sludge off of roof around two roof drains

This proposal is for above mentioned repair only. There is no guarantee for other leaks reported.

Price for repair \$ 3,214.00

Thank you,

Shelley R. Joiner
Vice President

601-939-2848
renee@guaranteedroofingcompany.com
www.greatestroofers.com
P.O. Box 54122
Pearl, MS 39288-4122

Renee Joiner
Guaranteed Roofing Company
5/4/2023 | 4 Photos

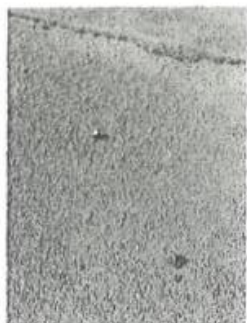


Investigate Leak

Investigate Leak

5/4/2023

1



Project: Thalia Mara

2



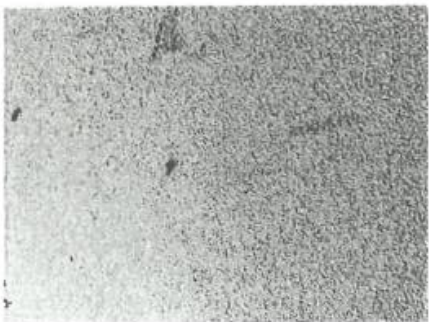
Project: Thalia Mara

3



Project: Thalia Mara

4



Project: Thalia Mara

Section 1

219

Thalia Mara

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING A CONTRACT WITH MS TIRE RECYCLING FOR TIRE COLLECTION AND RECYCLING FOR THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AND AUTHORIZING PAYMENT.

WHEREAS, MS Tire Recycling was selected by governing authorities of the City of Jackson and awarded a contract for the collection and disposal of waste tires on January 27, 2017; and

WHEREAS, due to exigent circumstances, illegally dumped waste tires had to be removed from the City right-of-ways and properties within the City limits past the expiration of the contract; and

WHEREAS, MS Tire Recycling agreed to provide the disposal and collection services at the rates provided by the expired contract, which are set forth in the invoices attached to this Order; and

WHEREAS, the Solid Division confirms that the collection and disposal of the tires identified in the attached invoices was done by MS Tire Recycling and that these services benefited the City.

IT IS, THEREFORE, ORDERED that a contract complying with the terms and conditions of the January 27, 2017 Contract except for the term of the contract which shall be for December 15, 2021 through June 15, 2022 is hereby ratified.

IT IS FURTHER ORDERED that payment to MS Tire Recycling in the amounts set forth be made pursuant to the ratified contract, consistent with the attached invoices:

MS Tire Recycling	\$ 1,602.00
MS Tire Recycling	\$ 530.00
MS Tire Recycling	\$ 1,932.00
MS Tire Recycling	\$ 5,214.00
MS Tire Recycling	\$ 590.00
Total	\$ 9,868.00

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

President Foote recognized **Lakeshia Weathers, Solid Waste Manager**, 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 AGREEMENT WITH THE PUBLIC RIGHTS PROJECT TO REPRESENT THE CITY IN CHALLENGING THE LEGALITY OF ACTIONS TAKEN DURING THE 2023 MISSISSIPPI LEGISLATIVE SESSION.

WHEREAS, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in any matters related to actions taken during the 2023 Mississippi Legislative Session; and

WHEREAS, Public Rights Project (“Firm”) and its attorneys have the expertise and training to protect the best interest of the City of Jackson in lawsuits or any other matters concerning actions taken during the 2023 Mississippi Legislative Session; and

WHEREAS, it would be in the best interests of the City to enter into a legal services agreement with the Public Rights Project to perform all duties associated with representation of the City in these matters on a pro bono basis; and

WHEREAS, the Public Rights Project agrees (1) to bear all costs, unless otherwise specified in the agreement or a subsequent mutually agreed upon written agreement, (2) to provide its services and litigation expenses associated with this lawsuit free of charge, except the City will be solely responsible for any fees, costs, or sanctions imposed by a court because of any factual misrepresentations that the City has made to the Firm or for sanctions imposed by the court because of the City’s failure to comply with a court order, provided that the City is given reasonable notice of the court’s order, (3) to be responsible for all costs otherwise associated with the case that it accrues, including travel, filing fees, deposition costs, and other out-of-pocket costs, however, the City will bear responsibility for any incidental costs of participation in the litigation that the City accrues on its own, such as printing, shipping, legal research,

and telecommunications costs and in no event shall the Firm be responsible to reimburse the City for any time or expense the City incurs on its own as a result of being involved in this matter; and

WHEREAS, the agreement shall commence on May 23, 2023 and shall expire at the time that final judgment has been entered and/or any appeals have been resolved, of any matters filed and litigated as a result of actions taken during the 2023 Mississippi Legislative Session unless terminated earlier.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Public Rights Project to represent the City in the above referenced matters on a pro bono basis.

Vice President Lee moved adoption; Council Member Banks seconded.

President Foote recognized Catoria Martin, City Attorney and Jonathan Miller, Chief Program Officer, Public Rights Project, who provided a brief overview of said item.

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

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

* * * * *

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

WHEREAS, the City Council previously authorized a contract between the City of Jackson and Tim Howard for a period of 6 months and said period will expire on May 31, 2023; and

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

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

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

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

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

WHEREAS, the Office of the City Attorney recommends the City of Jackson execute a renewal contract with Tim Howard for (1) year with an option to renew said contract for additional terms in an amount not to exceed \$5,000.00 per month to represent indigent defendants in cases arising within the Municipal Court, Jackson, Mississippi.

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

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

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

President Foote recognized **Catoria Martin, City Attorney** and **Chandra Gayten, Chief Municipal Prosecutor**, 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 PAYMENT OF \$30,000.00 TO THE ESTATE OF REGUS MCCULLEN AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on April 11, 2022, sewage began to back up into the home located at 4555 Raymond Road, Jackson, Mississippi, owned by the Estate of Regus McCullen and occupied by Jacqueline McCullen, causing damage to flooring, walls, bathtub, carpet and personal items; and

WHEREAS, the City Attorney’s office has determined that compromising the claim is in the best interest of the City of Jackson as claimant had previous reports of sewage backup; and

WHEREAS, pursuant to the current consent decree, the City of Jackson paid for the clean up to the residence located at 4555 Raymond Road, Jackson, Mississippi, in the amount of \$6,633.76 for the April 11, 2022 incident; and

WHEREAS, the home owner incurred costs associated with the sewage backup which includes: repair/replacement to carpet, floors, sheet rock, fixtures, furniture, temporary housing and replacement of other personal items.

IT IS HEREBY ORDERED that payment in the amount of \$30,000.00 be made to Regus McCullen Estate, as a compromised full and complete settlement for any and all claims resulting from property damage and expenses related to the incident that occurred on April 11, 2022, due to sewage backup into the residence located at 4555 Raymond Road, Jackson, Mississippi.

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

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

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KAYLA POWER TO SERVE AS A LEGAL INTERN FOR THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, the Office of the City Attorney seeks to hire a legal intern to serve as an assistant in the main office with transactional and litigation attorneys and in the Office of the City Prosecutor; and

WHEREAS, the legal intern will serve in the capacity of a contract worker being paid \$25.00 per hour for approximately six weeks, commencing Tuesday, May 23rd and terminating Friday, June 30, 2023; and

WHEREAS, the Office of the City Attorney received the resume and cover letter from Kayla Powe, a student at the University of Mississippi School of Law; and

WHEREAS, based on the skills and education of Kayla Powe, the Office of the City Attorney and Human Resources Department recommend the City of Jackson employ Kayla Powe as a legal intern for a six-week period.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Kayla Powe to provide assistance to the Office of the City Attorney and Office of the City Prosecutor for a six week period to be paid \$25.00 per hour.

Council Member Lindsay moved adoption; **Council Member Banks** 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 – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

* * * * *

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

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

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

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

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

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

pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

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

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

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

* * * * *

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.

WHEREAS, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

WHEREAS, Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and

WHEREAS, Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22nd to read General Order #3 to the people of Galveston: “The people of Texas are informed ... all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves...;” and

WHEREAS, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and historical presentations related to this celebration- - much like the Fourth of July; and

WHEREAS, the City of Jackson, Mississippi celebrates with the world, in honoring the African American cultural celebration of unity and freedom, known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year. Juneteenth became a federal holiday on June 17, 2021 in all 50 states and the District of Columbia.

IT IS HEREBY RESOLVED that the City Council of the City of Jackson, Mississippi, highly honors and recognizes the annual Juneteenth Freedom and Unity Cultural Celebration.

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

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

* * * * *

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

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

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

* * * * *

There came on for Discussion, Agenda Item No. 43:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY:
President Foote and the City Council members discussed to continue the emergency.

* * * * *

MONTHLY FINANCIAL REPPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. **President Foote** stated that all City Council members had received the monthly financial report for review.

* * * * *

The following reports/announcements were provided during the meeting:

- **Council Member Banks** announced the following:
 - Continued prayers for **Council Member Stokes** and the Cooper family during the loss of his wife LaRita Cooper-Stokes.

* * * * *

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Banks** to go into Closed Session to take up Discussion Item 45. The motion prevailed by the following vote:

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

* * * * *

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

* * * * *

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

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

* * * * *

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – 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 Special Council Meeting at 2:30 p.m. on June 1, 2023. At 11:51 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, JUNE 1, 2023 2:30 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 5:44 p.m. Wednesday, May 31, 2023 in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City’s website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to execute the audit agreement letter from Tann, Russ & Brown, PLLC for said firm to provide auditing services for the year ended September 30, 2022 and to provide auditing services for the City of Jackson’s State Tort Claims Fund for the year ended September 30, 2022. (2) Order amending the Fiscal Year 2023-2024 budget of the General Government – Office of The City Attorney. The meeting was convened in the Council Chambers located at 219 S. President Street at 2:30 p.m. on June 1, 2023 being the first Thursday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Brian C. Grizzell, Ward 4; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3 and Vernon Hartley, Ward 5.

* * * * *

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT AGREEMENT LETTER FROM TANN, RUSS & BROWN, PLLC FOR SAID FIRM TO PROVIDE AUDITING SERVICES FOR THE YEAR ENDED SEPTEMBER 30, 2022 AND TO PROVIDE AUDITING SERVICES FOR THE CITY OF JACKSON’S STATE TORT CLAIMS FUND FOR THE YEAR ENDED SEPTEMBER 30, 2022.

WHEREAS, Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located at 1501 Lakeland Drive in Jackson, Mississippi. The firm’s multi-person, professional staff includes several certified public accountants, and among the Firm’s partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

WHEREAS, Tann, Brown & Russ Co., PLLC is a long-time member of the American Institute of CPA’s (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the accounting profession in the area of accounting and auditing services provided to non-public companies; and

WHEREAS, periodic independent peer reviews of the firm’s professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA; and

WHEREAS, the firm will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Jackson as of and for the year ended September 30, 2022; and

WHEREAS, the firm will adhere to the following deadlines, except for delays caused by the City of Jackson or its employees:

Commence Audit Field Work	June 1, 2023
Present ACFR and Reports to City Council	September 30, 2023
Present State Tort Claims Fund Audit Report to City Council	September 30, 2023

WHEREAS, the City of Jackson has a need for completing the FY2022 ACFR by auditing the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Jackson as of and for the year ended September 30, 2022; and

WHEREAS, the firm will audit the financial statements of the State Tort Claims Fund of the City including the related notes to the financial statements, which collectively comprise the basic financial statements of the State Tort Claims Fund of the City of Jackson, Mississippi, as of and for the year ended September 30, 2022; and

WHEREAS, Auditor agrees to work in good faith to provide the services described above and to complete all assigned work within the total amount approved for this contract, in accordance with the Fee Schedule listed below. The COJ shall pay Auditor upon completion and acceptance of performance. The Auditor shall submit invoices detailing work performed and hours worked to the COJ on a monthly basis. The COJ shall pay Auditor on a monthly basis for the actual number of hours worked, not to exceed \$295,000.00 for the duration of this agreement. Upon expiration of this Contract and acceptance by COJ, Auditor shall submit the final invoice with appropriate documentation to the COJ for payment for services performed under this Contract. The standard hourly rates charged for services provided by the Auditor will be as follows:

Partner \$350.00
Manager \$255.00
Senior \$185.00
Staff \$110.00

WHEREAS, the firm will submit to the City monthly itemized invoices; and

WHEREAS, the contract shall begin on or after June 1, 2023 and end on or before October 31, 2023. Either party may terminate the Contract by providing the other with a written notice to terminate at least seven (7) days prior to the termination. The parties may mutually terminate; and

WHEREAS, it is expressly understood and agreed that the obligation of the City to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the City Council, and/or the receipt of state and/or federal funds. If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi or 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 for the performance of this Contract or Agreement, the City shall have the right, upon ten (10) days written notice to the Auditor, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

IT IS THEREFORE, ORDERED that the City Council President be authorized to execute an Audit Engagement Letter from Tann, Russ & Brown for said firm to provide auditing services for the year ended September 30, 2023 and auditing services for the City of Jackson's State Tort Claims Fund for the fiscal year ended September 30, 2022, consistent with the terms delineated in this Order.

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

President Foote recognized **Scott Hodges of Tann, Russ & Brown, PLLC**, who provided a brief overview of said item.

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

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

* * * * *

**ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE
GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY.**

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 budget needs to be amended to provide essential funds to salaries due to budgetary limitations preventing recruitment and retention; and

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 budget needs to transfer leftover funds to line item established for Legal Secretary position:

Line Item (Contract Labor) budgeted for FY2023-2024 is \$13,500.

Moving \$3,296.98 from Contract Labor (001.407.00-6489) to Salaries (001-407.00-6111)

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget be amended in the amount of \$3,296.98 to transfer from Contract Labor (001.407.00-6489) to Salaries (001-407.00-6111)

To/From	Fund/Account Number	Amount
To:	001-407.00-6111	\$3,296.98
From:	001-407.00-6489	(\$3,296.98)

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

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

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

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

There being no further business to come before the City Council, the Council stood adjourned until the Regular City Council Meeting at 10:00 a.m. on June 6, 2023. At 2:48 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

5

OFFICIAL CITY OF JACKSON
10/26/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1418 LOCATED AT 187 ROOSEVELT STREET- PARCEL # 59-42 - \$1,399.00 (WARD 7) (DOTSON, LUMUMBA)

WHEREAS, on September 27, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 30, 2022, for Case #CE-21-1418 located at 187 Roosevelt Street parcel # 59-42 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 187 Roosevelt Street; and

WHEREAS, Unity Cleanup & Removal LLC submitted the lowest bid of \$1,399.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, Unity Cleanup & Removal LLC through its representative, Calvin Hill, has agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 187 Roosevelt Street in an amount not to exceed \$1,399.00; and

WHEREAS, Unity Cleanup & Removal LLC has a principal office located at 536 Eastview Street, #4 Jackson, Mississippi 39209, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Unity Cleanup & Removal LLC, upon receipt of a written Notice to Proceed, to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions on the property located at 187 Roosevelt Street deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item No. 5
June 22, 2023
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,399.00 shall be paid to Unity Cleanup & Removal LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/16/2023
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents.																																													
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.																																													
5.	Schedule (beginning date)	To be determined pending execution of contract.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 7																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$1,399.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444-70-6447)																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/16/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Unity Cleanup & Removal LLC, for to cut grass and weeds: and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case # CE-21-1418.

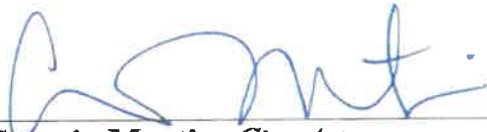
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP & REMOVAL, LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1418 LOCATED AT 187 ROOSEVELT STREET - PARCEL #59-42 - \$1,399.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/31/23
Date

OFFICE OF THE CITY ATTORNEY
5/31/23

6

OFFICE OF THE
MISSISSIPPI SECRETARY OF STATE
6/22/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-318 LOCATED AT 2955 SHEILA DRIVE – PARCEL #304-111 – \$6,400.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2955 Sheila Drive due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on January 2, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-318 located at 2955 Sheila Drive parcel #304-111 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Xquisite Lawncare, LLC submitted the lowest bid and through its Member, Steven Jones, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2955 Sheila Drive for the sum of \$6,400.00; and

WHEREAS, Xquisite Lawncare, LLC has a principal office address of 210 Meadowbrook Road, Suite 102 Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Xquisite Lawncare, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2955 Sheila Drive deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,400.00 shall be paid to Xquisite Lawncare, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item No. 6
June 22, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/10/2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$6,400.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/10/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Xquisite Lawncare, LLC, for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-318.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-318 LOCATED AT 2955 SHELIA DRIVE- PARCEL #304-111 \$6,400.00** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



5/31/23
Date

OFFICE OF THE CITY ATTORNEY
5/17/23

7

OFFICE CITY CLERK
5/12/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1047 LOCATED AT 2731 TERRY ROAD – PARCEL #209-19 – \$6,200.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2731 Terry Road due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on January 25, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1047 located at 2731 Terry Road parcel #209-19 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Xquisite Lawncare, LLC submitted the lowest bid and through its Member, Steven Jones, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2731 Terry Road for the sum of \$6,200.00; and

WHEREAS, Xquisite Lawncare, LLC has a principal office address of 210 Meadowbrook Road, Suite 102 Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State’s website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Xquisite Lawncare, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2731 Terry Road deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,200.00 shall be paid to Xquisite Lawncare, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item No. 7
June 22, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/10/2023

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$6,200.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___
			N/A _____ N/A _____ N/A _____ N/A _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/10/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Xquisite Lawncare, LLC, for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1047.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-318 LOCATED AT 2731 TERRY ROAD- PARCEL #209-19- \$6,200.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/29/23

Date

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #21-745 LOCATED AT 6444 LYNDON B. JOHNSON DRIVE – PARCEL #802-27 – \$5,400.00 – (WARD 2) (DOTSON, LUMUMBA)

FILED
5/17/23
CITY CLERK

WHEREAS, on September 27, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 30, 2022 for Case #21-745 located at 6444 Lyndon B. Johnson Drive in Ward 2 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 6444 Lyndon B. Johnson Drive; and


WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$5,400.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 6444 Lyndon B. Johnson Drive in an amount not to exceed \$5,400.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Drive Jackson, Mississippi 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. upon receipt of a written Notice to Proceed, to demolish the structure and remedy conditions on the property located at 6444 Lyndon B. Johnson Drive deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item No. 
June 22, 2023
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,400.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/10/2023

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 2	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$5,400.00	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/10/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-745.

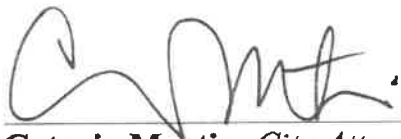
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #21-745 LOCATED AT 6444 LYNDON B. JOHNSON DRIVE- PARCEL #802-27- \$5,400.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/31/23
Date

9

OFFICE OF THE CITY ATTORNEY
221 5/22/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1725 LOCATED AT 424 CUMMINS STREET PARCEL #208-120 - \$1,200.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 424 Cummins Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on February 24, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-1725 located at 424 Cummins Street parcel #208-120 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Jones Landscape and Contractor Services LLC submitted the lowest bid and through its Member, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 424 Cummins Street for the sum of \$1,200.00; and

WHEREAS, Jones Landscape and Contractor Services LLC has a principal office address of 3172 Bilgray Drive, Jackson, Mississippi 39212, according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Jones Landscape and Contractor Services LLC, to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; to remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and to remedy other conditions on the property located at 424 Cummins Street deemed to be a menace to public health, safety, and welfare;

Consent Agenda Item No. 9
June 22, 2023
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,200.00 shall be paid to Jones Landscape and Contractor Services LLC, for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/16/2023
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.						
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 						
3.	Who will be affected	All City of Jackson residents.						
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.						
5.	Schedule (beginning date)	To be determined pending execution of contract.						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 5						
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION						
8.	COST	\$1,200.00						
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Funding (001-444-70-6447)						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/16/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC, for to cut grass and weeds: and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-22-1725.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1725 LOCATED AT 424 CUMMINS STREET - PARCEL #208-120 - \$1,200.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



5/31/23
Date

10

OFFICE OF THE CITY ATTORNEY
Kelly
5/12/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1404 LOCATED AT 215 SIDWAY STREET – PARCEL #60-66-1 – \$4,600.00 (WARD 7) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 215 Sidway Street due to delinquent taxes;
and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on March 8, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1404 located at 215 Sidway Street parcel #60-66-1 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. submitted the lowest bid and through its Member, Eric Kelly, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 215 Sidway Street for the sum of \$4,600.00; and

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Quality Landscape and Lawn Maintenance, Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 215 Sidway Street deemed to be a menace to public health, safety, and welfare;

Consent Agenda Item No.
June 22, 2023
(Dotson, Lumumba)

10

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,600.00 shall be paid to Quality Landscape and Lawn Maintenance, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/10/2023

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$4,600.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/10/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Quality Landscape and Lawn Maintenance, Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case#CE-21-1404.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
BAL 5/3/23

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHROIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE # CE-21-1404 LOCATED AT 215 SIDWAY STREET - PARCEL # 60-66-1 - \$4,600.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



5/3/23
Date

INTRODUCTION

TO

ORDINANCE

11

AN ORDINANCE INSTITUTING A TEMPORARY MORATORIUM (TWELVE MONTHS) ON THE ESTABLISHMENT, CREATION, OR EXPANSION OF BARS OPERATING ON OR ADJACENT TO CAPITOL STREET IN THE CITY'S CENTRAL BUSINESS DISTRICT.

WHEREAS, there is a concern that the location of additional bars in a concentrated area on and around Capitol Street in the City's Central Business District, as established by Section 707-A of the City of Jackson Zoning Ordinance, is both imminent and detrimental to public safety and to the development of this area consistent with the City's comprehensive plan and zoning laws;

WHEREAS, the purpose of the Central Business District (or "CBD")-which is in the vicinity of City Hall, the State Capitol, and numerous civic, commercial and residential buildings, as further defined in Sections 202.28 and 707-A of the Zoning Ordinance-is to "preserve and perpetuate an intensive and cohesive downtown urban core characterized as the center for employment and as the focus of commercial, governmental, and cultural activities" and "to develop a strong sense of place by extending the duration of downtown's activities by improving the pedestrian environment and creating mutually supportive land uses such as cultural arts, education, entertainment, housing, business, other commerce and government[;]"

WHEREAS, the public safety and proper development of the Capitol Street Corridor-which is the downtown area adjacent to Capitol Street that is bounded by Amite Street on the north, Pearl Street on the south, State Street on the east, and Mill Street on the west (referred to hereafter as the "Capitol Street Corridor"), is vitally important to the overall success of the CBD and the City as a whole;

WHEREAS, the existing bars within the Capitol Street Corridor have attracted large crowds to the CBD, which have frequently spilled out of the bars, to public sidewalks and streets creating dangerous traffic conditions and other concerns for downtown residents, guests of nearby hotels, and neighboring business and property owners;

WHEREAS, in addition to the effects on the flow of traffic and public right-of-ways caused by the large crowds drawn to existing bars within the Capitol Street Corridor, the city has received reports of dangerous criminal conduct, including the sale of illegal drugs and discharge of firearms in a crowded area, which creates serious public safety concerns;

WHEREAS, in one recent incident of dangerous criminal activity in the Capitol Street Corridor, which has received significant media attention that is detrimental to the CBD's development, residents reported over 100 rounds fired by semi-automatic weapons in or around a bar operating on Capitol Street during a time in which crowds were congregating in the area, putting patrons, residents, employees, and other persons at serious risk of bodily injury or death;

WHEREAS, the Jackson Police Department ("JPD") has a significant shortage of officers, with approximately 150 unfilled officer positions, and has publicly encouraged business owners in downtown Jackson-including the CBD and Capitol Street Corridor-to hire private security officers to help combat crime, and protect people and property in the downtown area;

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WHEREAS, there are concerns that the concentration of an excessive number of bars and nightclubs in the Capitol Street Corridor could undermine the City's existing zoning and development plans for the CBD by squeezing out other desirable business and civic property uses, discouraging residential development; and adversely impacting neighboring property uses and property values;

WHEREAS, the City desires a reasonable period of time to study the impacts of bars on the Capitol Street Corridor and determine whether adoption or amendment of zoning laws and ordinances applicable to the CBD and Capitol Street Corridor-including whether bars should be limited or restricted as permitted uses-is appropriate to address those impacts;

WHEREAS, this interim moratorium is intended to be of temporary duration so that the impact of bars on the Capitol Street Corridor can be further studied and analyzed, with as little impact on neighboring property owners and businesses as possible, and is necessary as a temporary measure to preserve and promote the health, safety, and general welfare to citizens, the property owners, businesses, and visitors to the CBD and Capitol Street Corridor;

WHEREAS, it is anticipated that such study and review can reasonably be completed within a period of twelve months;

WHEREAS, nothing in this temporary moratorium is meant to restrict or limit the operations of any permitted "bar" that is lawfully operating in the Capitol Street Corridor at the time of adoption of the moratorium;

WHEREAS, the City has authority to adopt an ordinance, order, or resolution providing for a temporary moratorium on bars and nightclubs pursuant to Mississippi Code Sections 21-17-1 et seq. and 21-13-1 et seq., including the authority to adopt ordinances, orders, and resolutions for the immediate and temporary preservation of the public peace, health, and safety within the City;

WHEREAS, the City finds that a temporary moratorium on the location, operation, permitting, or construction of bars within the Capitol Street Corridor is necessary to address a significant threat to public safety and to preserve the public peace, health, and safety within the CBD and downtown Jackson more generally; and

THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF JACKSON ADOPT THE FOLLOWING ORDINANCE:

- I. The City hereby adopts a temporary moratorium on the location, operation, permitting, or construction of bars within the Capitol Street Corridor-the downtown area adjacent to Capitol Street that is bounded by Amite Street on the north, Pearl Street on the south, State Street on the east, and Mill Street on the west;

2. This moratorium shall apply to any business that meets the definition of "bar" in Section 202.15 or "nightclub" in Section 202.106 of the Zoning Ordinance. For avoidance of doubt, those definitions are recited here. Section 202.15 defines "bar" as "[a] commercial establishment having as its principal use the serving of alcoholic beverages or liquor for consumption on the premises and providing entertainment for its patrons. Food may be served as an accessory use." Section 202.106 defines "nightclub" as "[a] bar or similar establishment where a dance floor or live entertainment is provided."
3. This temporary moratorium shall remain in place for a period of twelve months, unless this moratorium is terminated prior to the end of that period by order of the City Council.
4. Based on the facts and circumstances of each individual case, and subject to approval by the Mayor and City Council, relief from the prohibitions of this moratorium may be granted to avoid undue hardship or for other good cause shown.

Agenda Item No. ↓↓
June 22, 2023
(Lindsay)

REGULAR

AGENDA

14

ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

OFFICE OF THE CITY ATTORNEY
6/18/23

WHEREAS, an election which ended on October 30, 2018, allowing district property owners to authorize the district boundaries, the district plan and the district management agency for a period of 10 years, and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, Section 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the Fondren Business Improvement District (B.I.D.); and

WHEREAS, this procedure has been followed since 1996 for prior improvement districts.

IT IS HEREBY ORDERED by the governing authorities for the City of Jackson, Mississippi, there is levied on all taxable real property in the Fondren Business Improvement District (B.I.D.) within the corporate limits of the City of Jackson a levy of \$.08 on each square foot of buildings and unimproved real estate for the following properties:

Parcel #	Property Owner	Total Sq Ft.	Assessment \$.08 PSF
2-1-	Chasseur Realty Invest Jackson LLC	209,274	16,741.92
2- 3- 1	HGS Investments, LLC	14,709	1,176.72
2-5 -2	St. Dominic Memorial Hospital	147,435	11,794.78
2-5-5	Jackson Heart Realty LLC	17,152	1,372.16
2-6-2	D C Builders, LLC	36,693	2,935.44
2-8	UMMC Meridian At Fondren LLC	424,250	33,940.00
2 -10 -1	St. Dominic Memorial Hospital	23,769	1,901.52
2-13	3120 Old Canton Rd LLC	15,786	1,262.88
2-13- 2	JNP Properties LLC	6,548	523.84
2-14	Eastman & Sons, Inc.	10,158	812.64
2- 15	Little York Capital DE LLC	97,040	7,763.20
2- 16	Hood Fondren Property, LLC	31,130	2,490.40
2- 17	Little York Capital DE, LLC	27,861	2,228.88
2- 17- 1	Dinkins, LP	17,212	1,376.96

Agenda Item No. 14
June 22, 2023
(Malembeka, Lumumba)

2- 18	Dinkins, LP	24,016	1,921.28
2- 19	Pyramid Foods, LLC	10,913	873.04
2- 20	Pyramid Foods, LLC	9,626	770.08
2- 21- 1	Surgical of Jackson, LTD	94,671	7,573.68
2- 22-	Little York Capital DE LLC	28,980	2,318.40
2- 25-	Lakeland Seniors LLC	106,860	8,548.80
2- 25- 3	HGS Investments, LLC	12,518	1,001.44
2- 25- 4	Lakeland Seniors LLC	8,125	650
47- 1-	Bank of Mississippi	22,237	1,778.96
47- 1- 1	Bank of Mississippi	3,049	243.92
47- 2-	BanCorpSouth Bank	11,563	925.04
47- 3-	WBA Investments, LLC	46,439	3,715.12
47- 3- 1	BancorpSouth Bank	3,200	256
47- 4- 1	MB2 Properties, LLC	25,547	2,043.76
47- 5-	RDM3, LLC	23,296	1,863.68
47- 5- 1	Patrick Harkins Properties LLC	19,877	1,590.16
47- 5- 2	Satcher Investment Group	11,776	942.08
47- 6-	2807 OCR Building, LLC	33,934	2,714.72
47- 6- 1	2807 OCR Building, LLC	18,636	1,490.88
47- 7-	Providence Properties, LLC	15,273	1,221.84
47- 11-	DMG Real Estate Holdings Fondren	21,499	1,719.92
47- 12-	DMG Real Estate Holdings Fondren	30,474	2,437.92
47- 13-	2906 North State, LLC	72,742	5,819.36
47- 15-	2906 North State, LLC	10,693	855.44
47- 16-	St. Lukes United Methodist Church Trustees	17,956	1,436.48
47- 17-	D & D Properties, LLC	9,362	748.96
47- 18-	Fresh Foods, LLC	10,436	834.88

47- 22-	Ronald H. & Beth B. Aldridge	11,004	880.32
47- 26-	Brown's Framing & Fine Arts &	32,030	2,562.40
47- 27-	DMG Company LLC	184,983	14,798.64
47- 27- 1	Fondren Village, LLC	46,120	3,689.60
47- 28-	Fondren Place Development Co.,LLC	184,660	14,772.80
47-28-1	Trustmark National Bank	55,498	4,439.84
47- 32-	Fondren Place Development Co.,LLC	10,036	802.88
47- 34-	Fondren Place Development Co.,LLC	17,931	1,434.48
51- 7	Leonard McClellan	10,111	808.88
51- 8-	Thomas P. Grillo Life Estate	10,123	809.84
51- 9-	MPC Management, LLC	12,048	963.84
51- 10-	MPC Management, LLC	14,035	1,122.80
51- 14-	Fondren Hospitality, LLC	103,789	8,303.12
51- 15-	MPC Management LLC	8,612	688.96
51- 16-	Richard B. & Roxanne M. Goulston	11,270	901.6
51- 17-	Spectre Fondren, LLC	10,023	801.84
51- 18-	Deposit Guaranty National Bank	56,632	4,530.56
51- 20-	TMCC Investments LLC	75,162	6,012.96
51- 27-	Grey Derek	9,888	791.04
51- 28	Hari Har P. Cohly	8,956	716.48
51- 29	Paramount Endeavors LLC	9,291	743.28
51- 51-	Melissa Martin	9,310	744.8
51- 52-	Kane R. Wong	10,189	815.12
51- 53-	Real Estate Solutions, LLC	8,976	718.08
51- 54-	Gary R. King	9,044	723.52
51- 54- 1	Gary R. King	12,386	990.88

51- 55-	Gary R. King	6,658	532.64
51- 57-	Chianti, LLC	40,934	3,274.72
51- 58-	James Washington	20,255	1,620.40
51- 60-	TMCC Investments, LLC	14,794	1,183.52
51- 125-	Michael J. Peters	14,774	1,181.92
51-126	Michael J. Peters	8,967	717.36
51- 127	Andrew J. Kochevar	9,406	752.48
51- 128	Tommy Dean & Glynn Margaret Dean Revocable Trust	7,278	582.24
51- 129-	Michael & Haley Kinard	6,846	547.68
51- 130-	Eldon Development, LLC	32,547	2,603.76
51- 131-	D & D Properties, LLC	10,603	848.24
51- 132-	Eldon Development, LLC	7,200	576
51- 133-	Eldon Development, LLC	7,200	576
51- 134-	Eldon Development, LLC	8,739	699.12
51- 135-	Eldon Development, LLC	9,221	737.68
51- 136-	Eldon Development, LLC	7,994	639.52
51- 138-	Cooper Holdings, LLC	13,531	1,082.48
51- 139-	Cooper Holdings, LLC	13,822	1,105.76
51- 140-	Fondren Garage, LLC	9,600	768
51- 141-	Fondren Garage, LLC	11,289	903.12
51- 142-	DB1, LLC	11,053	884.24
51- 142- 1	Fondren Garage, LLC	10,104	808.32
51- 143	Balakiran Vadlani and Koti Susmitha	12,300	984
51- 143- 1	Fondren Garage LLC	10,413	833.04
51- 143- 2	Fondren Garage LLC	10,138	811.04
51- 143- 3	Fondren Garage LLC	10,309	824.72
51- 143- 4	Fondren Garage LLC	10,253	820.24

51- 143- 5	Fondren Garage LLC	10,426	834.08
51- 144-	Whitney Place LLC	10,135	810.8
51- 145-	Fondren Lodging Development LLC	8,400	672
51- 146	Matthew Goff	9,840	787.2
51-147	James A. French	9,394	751.52
51- 148-	Jimmy L. Hughes	10,136	810.88
51- 149-	Real Estate Solutions LLC	9,641	771.28
51- 151-	Whitney Place LLC	174,902	13,992.16
51- 151- 1	Fondren Lodging Development LLC	80,368	6,429.44
51- 152-	Pix Redevelopment Company, LLC	24,646	1,971.68
51- 153-	Whitney Place LLC	20,289	1,623.12
51- 154-	CarterProp, INC	32,408	2,592.64
51- 156-	Mary D. Defore Revocable Trust	11,626	930.08
51- 157-	Fondren Lodging Development LLC	9,000	720
51- 158	David Knight & Natasha Phillips	10,212	816.96
51-162	Pix & Pins Development LLC	46,033	3,682.64
47- 7- 1	MP&L	37,256	2,980.48
2023 Total			\$285,260.94
<u>Past Years' Tax Assessments (2022, 2021, & 2020)</u>			
Tax Year 2022:		<u>Square Feet</u>	<u>Taxes (\$)</u>
2 - 5 - 2	St. Dominic Memorial	147,435	11,794.78

2 - 5 - 5	Jackson Heart Realty LLC	17,152	1,372.16
2 - 10 - 1	St. Dominic Memorial	23,769	1,901.52
47-28	Fondren Place Development	184,660	14,772.80
47-28-1	Trustmark National Bank	55,498	4,439.84
51-7	Leonard McClellan	10,111	808.88
51-28	Hari Har Cohly	8,956	716.48
51-29	Paramount Endeavors LLC	9,291	743.28
51-127	Andrew J. Kochevar	9,406	752.48
51-128	Tommy Dean & Glynn Margaret Dean Rev. Trust	7,278	582.24
51-146	Matthew Goff	9,840	787.2
51-147	James A. French	9,394	751.52
51-158	David Knight & Natasha Phillips	10,212	816.96
2022 Total			\$40,240.14
Tax Year 2021:		<u>Square Feet</u>	<u>Taxes (\$)</u>
2 - 5 - 2	St. Dominic Memorial	147,435	11,794.78
2 - 5 - 5	Jackson Heart Realty LLC	17,152	1,372.16
2 - 10 - 1	St. Dominic Memorial	23,769	1,901.52
47-28	Fondren Place Dev	184,660	14,772.80
47-28-1	Trustmark National Bank	55,498	4,439.84
51-7	Leonard McClellan	10,111	808.88
51-28	Hari Har Cohly	8,956	716.48
51-29	Paramount Endeavors LLC	9,291	743.28
51-127	Andrew J. Kochevar	9,406	752.48
51-128	Tommy Dean & Glynn Margaret Dean Rev. Trust	7,278	582.24

51-146	Matthew Goff	9,840	787.2
51-147	James A. French	9,394	751.52
51-158	David Knight & Natasha Phillips	10,212	816.96
51-162	Pix & Pins Development	37,446	2,995.68
2021 Total:			\$43,235.82
Tax Year 2020:		<u>Square Feet</u>	<u>Taxes (\$)</u>
2 - 5 - 2	St. Dominic Memorial	147,435	11,794.78
2 - 5 - 5	Jackson Heart Realty LLC	17,152	1,372.16
2 - 10 - 1	St. Dominic Memorial	23,769	1,901.52
51-7	Leonard McClellan	10,111	808.88
51-28	Hari Har Cohly	8,956	716.48
51-29	Paramount Endeavors LLC	9,291	743.28
51-127	Andrew J. Kochevar	9,406	752.48
51-128	Tommy Dean & Glynn Margaret Dean Rev. Trust	7,278	582.24
51-142	DB1, LLC	11,053	884.24
51-146	Matthew Goff	9,840	787.2
51-147	James A. French	9,394	751.52
51-158	David Knight & Natasha Phillips	10,212	816.96
51-162	Pix & Pins Development, LLC	37,446	2,995.68
2020 Total			\$24,907.42
Grand Total	(2023, 2022, 2021 & 2020 Taxes)		\$393,644.32


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 2, 2023

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	Order Establishing the Assessment for the Fondren Business Improvement District								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	Who will be affected	N/A								
4.	Benefits	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration								
8.	COST	N/A								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director 
Department of Administration

DATE: June 2, 2023

RE: Order Establishing Assessment-Fondren Business Improvement District

This order is establishing the assessment for the Fondren Business Improvement District for tax year 2023.



4145 Old Canton Road, Jackson, MS 39216

FONDREN BUSINESS IMPROVEMENT DISTRICT

June 2, 2023

Councilwoman Virgi Lindsay
City of Jackson
219 South President St
Jackson, MS 39201

RE: Fondren Business Improvement District Tax Assessment

Please find attached the list of parcels to be approved by the Council and transmitted to County Tax Collector Eddie Fair for inclusion on the Hinds County tax bills for 2023, and also tax bills for certain properties for 2020, 2021 and 2022.

Note that parcel 47-7-1 is a public utility and must be assessed separately.

Also note that the following parcels need to be billed manually:

Parcel 2-8	UMMC Meridian
Parcel 47-28	Fondren Place Development Co., LLC
Parcel 47-28-1	Trustmark National Bank
Parcel 51-151-1	Fondren Lodging Development, LLC
Parcel 47-7-1	MP&L

As we understand, the procedure is as follows:

- An order to levy the Fondren B.I.D taxes will be requested
- An order will be prepared by the City Clerk and placed on a Council agenda
- Once approved, the order and list of applicable properties will be transmitted by the City to the Hinds County Tax Collector in accordance with law.
- The assessment will be included on the District tax bills
- Once collected, the funds will be distributed to the City and then allocated to the Fondren B.I.D.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Gamson".

Rebecca Gamson
Managing Agent for the Fondren B.I.D.

Cc: Angela Harris, Municipal Clerk, Jackson
Sharon Thames, Director of Administration, Jackson
Eddie Fair, Hinds County Tax Collector
Charles Stokes, Hinds County Tax Assessor
Felicia Young, Finance Manager, Jackson

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney S.M.

6/14/23
Date

15

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. FRANK FIGGERS TO THE JACKSON PUBLIC SCHOOLS BOARD.

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

WHEREAS, Mr. Frank Figgers, resident of Ward 3, after evaluation of her qualifications, has been reappointed by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Mr. Figgers to the Jackson Public School Board be confirmed with said term to expire June 30, 2028.

Agenda Item No. 15
June 22, 2023
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. FRANK FIGGERS TO THE JACKSON PUBLIC SCHOOLS BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

6/14/23
Date

16

ORDER CONFIRMING THE MAYOR'S NOMINATION OF MR. MITCH MCGUFFEY TO THE JACKSON PUBLIC SCHOOL BOARD.

OFFICE OF THE CITY ATTORNEY

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

WHEREAS, Mr. Mitch McGuffey, resident of Ward 7, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Mitch McGuffey to the Jackson Public School Board be confirmed with said term to expire on June 30th, 2028.

Agenda Item No.
June 22, 2023
(Lumumba)

16

OFFICE OF THE CITY ATTORNEY

This ORDER CONFIRMING THE MAYOR'S NOMINATION OF MR. MITCH MCGUFFEY TO THE JACKSON PUBLIC SCHOOL BOARD is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY



Catoria Martin, City Attorney

6/16/23

Date

Mitch McGuffey

1317 Linden Place, Jackson, MS 39202 | mitch.mcguffey@formanwatkins.com | P: (601) 960-3126

www.formanwatkins.com/people/mitch-mcguffey

EDUCATION

UNIVERSITY OF VIRGINIA SCHOOL OF LAW, *Juris Doctor* 2010

- Virginia Sports & Entertainment Law Journal, Editor-in-Chief (2009–10) & Associate Editor (2008–09)
- Virginia Employment & Labor Law Association, President (2008–09) & 1L Representative (2007–08)
- Virginia Law Scholarship recipient & Public Interest Law Association service internship grantee

AUBURN UNIVERSITY, December 2005

Bachelor of Science in Business Administration & Bachelor of Arts in Graphic Design

- Honors College, Junior Honors Scholar
- Phi Kappa Phi – national honor society (top 10% of graduating class)
- Tau Sigma Delta – national design & architecture honor society
- Hurricane Katrina Relief Project – Event Organizer (Pass Christian, MS)

LEGAL EXPERIENCE

FORMAN WATKINS & KRUTZ LLP, JACKSON, MS

Partner, September 2014 – present

- Engage in broad-based litigation practice, encompassing toxic and repetitive tort claims, product and premises liability actions, appellate proceedings, commercial matters, and administrative investigations
- Significant litigation experience includes:
 - Serving as trial counsel for Fortune 500 company defending multi-million-dollar premise liability claim (Mobile County Cir. Ct. – 2022)
 - Acting as national coordinating counsel for two Fortune 500 companies, litigating product and premises liability claims, developing national and jurisdictional defense and discovery strategy, and negotiating case settlements
 - Serving as plaintiff's counsel in business litigation disputes in jurisdictions across the country, including claims for breach of contract, tortious interference, fraud, misappropriation of trade secrets, and unfair competition
 - Drafting pleadings and substantive motion briefs, including motions to dismiss, motions for summary judgment, and *Daubert* motions seeking exclusion of expert testimony
 - E.g., *Kilty v. Weyerhaeuser Co.*, 317 F. Supp. 3d 1027 (W.D. Wis. 2018)
 - *Boyer v. Weyerhaeuser Co.*, 2016 WL 705233 (W.D. Wis. Feb. 19, 2016)
 - Drafting appellate briefing in various State and federal courts
 - E.g., *Yarbrough v. Hunt Southern Group, LLC*, 836 F. App'x 238 (5th Cir. 2020)
 - *Pecher v. Owens-Illinois, Inc.*, 859 F.3d 396 (7th Cir. 2017)
 - Conducting and defending expert and fact witness depositions and preparing corporate, expert, and fact witnesses for depositions
- Significant NCAA-related representation includes:
 - Representing coaches or athletic staff during NCAA enforcement investigations, including preparing clients for NCAA interviews, engaging NCAA enforcement staff on allegations, drafting formal response to Notice of Allegations, and appearing before the Committee on Infractions
 - Representing student athletes in eligibility proceedings, including hearings before the NCAA Committee on Competitive Safeguards and Medical Aspects of Sports
- Engage in various non-litigation, transactional practices, including land-use or zoning applications, business formation and general advisement, commercial lease negotiation, and hedge fund and private equity fund formation
- Serve as outside counsel to court-appointed Third-Party Manager for City of Jackson water system
 - *U.S. v. City of Jackson, Miss.* (S.D. Miss. 2022)
- Founding member of FormanWatkins *Pro Bono* committee and member of Firm's Recruiting Committee

- *Pro bono* matters include:
 - Securing grant of asylum for immigrant family fleeing religious persecution in Iraq
 - *In the Matter of Gorgis Dinba Martani, et al* (New Orleans Immigration Court 2019)
 - Securing amendment of death certificate for child of Mississippi death-row exoneree
 - *Smith v. Miss. State Dep't of Health, et al.* (Hinds Cnty. Chan. Ct. May 3, 2021)
 - Serving as appellate counsel in partnership with the Office of Public Defender Indigent Appeals Division

UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT, JACKSON, MS
Law Clerk to the Honorable Judge Rhesa H. Barksdale, August 2013 – August 2014

CURTIS MALLET-PREVOST, COLT & MOSLE LLP, NEW YORK, N
Associate, October 2010 – August 2013; Summer Associate, Summer 2009

- Engaged in broad-based litigation practice, encompassing complex commercial matters, securities and commodities matters, derivative-trading disputes, IRS and CFTC investigations, insurance coverage disputes, and antitrust matters
- Served as part of litigation team representing bankruptcy Estate of Lehman Brothers Holdings, Inc. in adversary proceedings against other major banks, including JP Morgan, Citibank, and Bank of America
- Responsibilities included:
 - Drafting pleadings and drafting all or portions of dispositive motion briefs
 - Researching and drafting white paper on close-out calculations under 2002 ISDA Master Agreement
 - Conducting, defending, and attending depositions and preparing witnesses for depositions
 - Participating in and supervising discovery, including drafting discovery requests, responses, and subpoenas, negotiating with opposing counsel, developing discovery strategy with client, supervising document-review team of contract attorneys, and using predictive coding and a variety of e-discovery platforms
- *Pro bono* matters: Served as lead counsel with Brooklyn Legal Services A representing tenants in landlord-tenant disputes

FULTON COUNTY PUBLIC DEFENDER, ATLANTA, GA
Legal Intern, Summer 2008

- Assisted attorneys in complex felony division, including legal research, client meetings, first appearances, and plea negotiations
- Assisted attorneys in minor crimes division and attended jury selection and trial

OTHER WORK EXPERIENCE

CRU, EAST ASIA
International Intern, August 2006 – July 2007

- Worked closely with and as part of campus team, managed team resources and money, and counseled indigenous college students

ADMISSIONS

NEW YORK STATE BAR, 2011

MISSISSIPPI STATE BAR, 2015

ALABAMA STATE BAR, 2021

U.S. DISTRICT COURTS

N.D. Alabama
 N.D. & S.D. Mississippi
 E.D., N.D., & S.D. New York
 W.D. Wisconsin

U.S. COURTS OF APPEALS

Fifth Circuit
 Seventh Circuit

17

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. PAMELA SCOTT AS DIRECTOR OF THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on June 20, 2023, the Mayor appointed Dr. Pamela Scott as Director of the Department of Human and Cultural Services for the City of Jackson, Mississippi; and

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

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

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Dr. Pamela Scott as Director of the Department of Human and Cultural Services for the City of Jackson, Mississippi, is hereby confirmed.

(LUMUMBA)

Agenda Item No. 17
June 22, 2023
(Lumumba)

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DR. PAMELA SCOTT AS DIRECTOR OF THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, CITY OF JACKSON, MISSISSIPPI** *is legally sufficient for placement in NOVUS Agenda.*

OFFICE OF THE CITY ATTORNEY



Catoria Martin, City Attorney

6/16/23
Date

Pamela A. Scott, Ph.D., LCSW
School of Social Work
Jackson State University

Certification

2015 Licensed Clinical Social Worker (LCSW)
2008 Licensed Master Social Worker (LMSW)
2006 Licensed Social Worker (LSW)

Education

Dec 2018 Jackson State University; Jackson, MS
PhD – Doctor of Philosophy in Social Work

May 2008 Jackson State University; Jackson, MS
MSW – Master of Social Work Degree

August 2006 Jackson State University; Jackson, MS
BSW – Bachelor of Social Work Degree

Work History

August 2021 – present **Jackson State University School of Social Work**
Jackson, MS
Online MSW Field Education Coordinator

- Coordination of field placements for online MSW students (interviewing students, identifying agencies, identifying Field Instructors, placing students, supporting students and Field Instructors throughout the placement, and teaching seminar classes in addition to other administrative duties related to Field Education. Management of web-based system, Tevera, used to manage Field Education documents and data.

Jan 2020 – Apr 2020 **Jackson State University School of Social Work**
Jackson, MS
Social Work Consultant

- Provided consulting services in the form of field instruction a community engagement partnership with New Horizon Church.

June 2015 – August 2021 **Department of Veterans Affairs Medical Center**
Jackson, MS
Social Worker, Home-Based Primary Care

- Assessment, Crisis Intervention, High-Risk Screening, Discharge Planning, Case management, Advocacy, Education, Psychotherapy. I also served as the Federal Women's Program Manager and a Social Work MSW Internship Program Coordinator.

April 2015 – present

Scott Professional Services, LLC
Byram, MS
Clinician & Consultant

- Conduct patient chart audits, review and development of policy and procedures, staff development/training/in-servicing, assessments, individual, family, and group therapy sessions. Case Management.

December 2012 – April 2015

Baptist Medical Center- Yazoo
Senior Life Solutions Intensive Outpatient
Program;
Yazoo City, MS
Mental Health Therapist & Site Director

- Conducted suicide risk and other biopsychosocial assessments; treatment planning; conduct individual, family, and group therapy sessions; document progress; discharge planning and make referrals; supervise staff, coordinate patient schedules, ensure accuracy of reports, ensure proper use of hospital resources, strategic planning, and performance improvement.

February 2012 – Nov 2012

Inspirations Outpatient Counseling Center
Ridgeland, MS
Mental Health Therapist

- Conducted therapeutic group sessions with geriatric patients with diagnoses such as Substance Use, Depression, Anxiety, Mood Disorders, Schizophrenia, and other psychosocial issues in a clinical setting.

March 2010 – Oct 2010

Social Work PRN – MS Centralized Intake Program;
Jackson, MS
Quality Assurance Reviewer/Trainer

- I was responsible for all activities involving quality assurance and compliance with applicable regulatory requirements. Conducted audits and reviewed/analyzed call recordings, data, and documentation. Provided training to staff on an on-going basis.

January 2008 – March 2010

Mississippi Families for Kids; Jackson, MS
Wendy's Wonderful Kids Adoption Recruiter

- Actively recruited and trained adoptive families using a child-specific family recruitment model. Collaborated/networked with the Department of Human Services, community businesses, churches, and non-profit organizations to develop community. Organized meetings, match parties, and community events for prospective adoptive parents. Utilized supervision to enhance learning and skills and attended mandated trainings. Maintained required records and documentation of activities and progress. Maintained a caseload of up to 25 children. Input data and participated in the research component of the program.

Oct 2007 – Dec 2007

**Institute for Southern Mental Health Advocacy
Research & Training (SMHART); Jackson, MS**
Graduate Research Assistant

- Facilitated focus groups, completed literature searches, synthesized data, performed clerical duties, and provided support to the Principal Investigator, the Co-Principal Investigator, and other office staff.

Aug 2006 – Dec 2007

Jackson Public School District; Jackson, MS
Substitute Teacher

- Carried out lesson plans left by full-time teachers in their absence.

Jun 2007 – Jul 2007

Tri-Lakes Medical Center; Batesville, MS
Assistant Teacher

- Assisted an LMSW with conducting 11 therapeutic group sessions per week by keeping track of attendance, coordinating materials for group sessions, facilitating some group sessions, and providing constant supervision for the children throughout the day.

Sept 2006 – Sept 2007

**Hinds County Human Resource Agency; Project
Head Start; Jackson, MS**
Family Service Worker

- Planned and implemented the recruitment, orientation and enrollment of age and income-eligible children and families; assessed and built on family strengths and community assets; referred individuals for assistance, advocated for the needs of children and families. Promoted autonomy and self-reliance to enhance the lives of children and families. Provided monitoring assistance to ensure records were accurate and in compliance with Head Start Program Performance Standards and other regulations and that confidentiality was not violated.

Jan 2006 – May 2006

Region VIII Mental Health Services; Canton, MS
Intern

- Assisted Therapists, Case Managers, and a Crisis Intervention Specialist in providing standard services for clients and their families such as assessments, treatment plans, individual and group counseling, case management/casework, and made referrals for services that may or may not have been offered by Region VIII.

Sept 2002 – Aug 2004

The Jackson Heart Study; Jackson, MS
Work/Study Student

- Received and directed calls, filed, typed, faxed and copied documents, coded data from questionnaires, coordinated mail-outs for community events, coordinated materials for health fairs and community events, and dispersed health information at health fairs and community events.

Teaching Experience

August 2022 – present

**Jackson State University School of Social Work
MSW Program; Jackson, MS
Clinical Asst. Professor**

- Prepared and delivered lectures to Social Work Field Education Seminar Classes via Zoom, and utilized Canvas to lead class discussions, give assignments, and assess student work.

June 2022 – July 2022

**Jackson State University School of Social Work
MSW Program; Jackson, MS
Clinical Asst. Professor**

- Prepared and delivered lectures to Advanced Standing Social Work Practice Class via Zoom, and utilized Canvas to lead class discussions, give assignments, and assess student work.

June 2020 – July 2020

**Jackson State University School of Social Work
MSW Program; Jackson, MS
Adjunct Professor**

- Prepared and delivered lectures in person and via Zoom, and utilized Canvas to lead class discussions, give assignments, and assess student work. Subject: Diversity, Equity & Inclusion

August 2010 – April 2012

**Jackson State University School of Social Work
PhD Program; Jackson, MS
Graduate Assistant**

- Assisted faculty members by developing teaching materials, facilitated labs online, assisted with research, prepared and administered exams, assisted in student conferences, graded examinations, papers, and homework, and teach courses.

Research Experience

June 2019 – Sept 2019

**Leaders of Moral Courage Fellowship: Biloxi, MS
Fellow**

- Completed a 12 - week in-person and virtual study for Mississippi leaders of faith to explore what is meant by demonstrating “moral courage” at the intersection of religion and reproductive health, rights, and justice. Learning opportunities built towards a shared understanding of reproductive self-determination, deepened self-awareness, and cultural competence, leading to better practice in the world that especially honors the lives of women and girls in economically and racially marginalized communities.

Jan 2005 – May 2006

National Institute of Mental Health – Career Opportunities in Research (NIMH-COR) Honors Research Program: Jackson, MS
Honors Research Scholar/Trainee

- Completed a 21- hour curriculum, completed a summer internship, conducted rigorous research under the mentorship of a faculty member, attended conferences, wrote publication quality research papers, and made professional presentation of results.

Spring 2007

Jackson State University School of Social Work: MSW Program Research Practicum: Jackson, MS

- Assisted with qualitative research study that focused on the impact of external trauma on family interaction with an emphasis on patterns of functioning in families impacted by Hurricane Katrina. Participated in the initial stage of the research.

Summer 2005

Committee on Institutional Cooperation (CIC) Summer Research Opportunities Program (SROP) at the University of Iowa School of Social Work: Iowa City, IA

- Worked with a faculty mentor, completed a research project and presented it at the CIC/SROP Conference at the University of Wisconsin – Madison. Submitted a portfolio consisting of a personal statement, a timeline of projected plans for the next ten years, an article review, and the final research paper.

Summer 2004

Wellness Intern, Quality Education for Minorities (QEM) Network: Washington, DC

- Researched Childhood and Adolescent Obesity and its prevalence among African Americans in the central Mississippi area. Created a workshop to address this problem and implemented it in the community. Attended professional development sessions, attended lectures, took tours, and attended the Comprehensive AIDS Training Initiative (CATI) workshop conducted by the HIV/AIDS Administration and the Women's Health Institute at Howard University in Washington, DC.

Summer 2003

Deep South Network for Cancer Control Minority Investigator Training Program (MITP), University of Alabama Comprehensive Cancer Center: Birmingham, Alabama

- Completed intense cancer training, attended a grant writing boot camp at Morehouse School of Medicine in Atlanta, Georgia, attend seminars, lectures, and professional development sessions. Researched a health disparity related to cancer, "Alcohol as a risk Factor for Ovarian and Lung Cancers among African American Females." Complete a paper and presented a poster at Morehouse School of Medicine in Atlanta, Georgia.

Presentations

- Scott, P.A. (September 2022). Spiritual Coping. Oral Presentation made at 1st Annual Teen Suicide Summit, Jackson, MS.
- Scott, P.A. (August 2022). Breastfeeding laws: know your rights. Oral Presentation made at the 2nd Annual Boobs 'N BBQ Event in Honor of Black Breastfeeding Week; Jackson, MS.
- Johnson, T., Scott, P.A., (April 2022). Voter information: implications for social work values, ethics & practice. Oral Presentation made at the Rankin County Chamber of Commerce Social Workers Conference, Florence, MS.
- Scott, P.A. (April 2022). Collective Trauma & Collective Healing. Panel Presentation made at the Mom.Me Black Maternal Health Week Conference, Jackson, MS.
- Scott, P.A. (April 2022). Maternal Mortality Among African American Mothers in Mississippi. Oral Presentation made at the Rankin County Chamber of Commerce Social Workers Conference, Florence, MS.
- Scott, P.A. (October 2021). Maternal Mortality Among African American Mothers in Mississippi. Oral Presentation made at the Black Family Summit. Mississippi Families for Kids, Jackson, MS.
- Scott, P.A. (September 2021). Breastfeeding Awareness and Education. Oral Presentation made at the Breastfeeding Awareness and Education Lunch and Learn Series: Part I. Mississippi Valley State University, Itta Bena, MS.
- Scott, P.A. (October 2019). A Pilot Study of the Relationship Between Self-Efficacy, Acculturation, and Breastfeeding Behaviors Among African American Women Living in Mississippi. Oral Presentation made at the 48th Annual Alabama/Mississippi Social Work Education Conference. The University of Mississippi, Oxford, MS.
- Scott, P.A. (April 2019). A Pilot Study of the Relationship Between Self-Efficacy, Acculturation, and Breastfeeding Behaviors Among African American Women Living in Mississippi. Oral Presentation made at the Mississippi Valley State University 39th Annual Social Work Conference. Mississippi Valley State University, Itta Bena, MS.
- Scott, P.A. (February 2019). A Pilot Study of the Relationship Between Self-Efficacy, Acculturation, and Breastfeeding Behaviors Among African American Women Living in Mississippi. Oral Presentation made at the Mississippi Child Welfare Institute. The Marriott Hotel, Jackson, MS.
- Scott, P.A. (August 2018). Holistic Approach to Being a Caregiver. Oral Presentation made at the VA Medical Foster Home Semi-Annual Caregiver Training. The Department of Veterans Affairs Medical Center, Jackson MS.
- Scott, P.A. (August 2018). Field Instructor Training: Making the Connection Between Theory and Practice. Oral Presentation made at the Semi-Annual Field Instructor Training. The Department of Veterans Affairs Medical Center, Jackson MS.

- Scott, P.A. (September 2017). Abuse and Neglect in Vulnerable Adults: Recognizing Signs & Making Reports. Oral Presentation made at the Home-Based Primary Care Annual Training. The Department of Veterans Affairs Medical Center, Jackson, MS.
- Scott, P.A. (March 2017). Lord Help My Mind: Dealing with Emotional and Mental Stressors. Oral presentation made at the Pentecostal Churches of the Apostolic Faith International Mid-Winter Pastors and Leaders Convention. Greater Bethlehem Temple Apostolic Faith Church, Jackson, MS.
- Scott, P.A. (September 2015). Family Dynamics, Family Issues, & Abuse/Neglect. Oral Presentation made at the Home-Based Primary Care Annual Training. The Department of Veterans Affairs Medical Center, Jackson, MS.
- Scott, P.A. (January 2012). The Influence of Social Workers during the Civil Rights Movement on Today's Child Welfare System: A Review of the Sovereignty Commission Files. Oral Presentation made at the Mississippi Child Welfare Institute. The Marriott Hotel, Jackson, MS.
- Scott, P.A. (March 2011). Female Genital Mutilation. Oral presentation made at the National Association of Social Workers Conference. Mississippi Tel Com Center, Jackson, MS.
- Smith, P.A. (April 2006). A Validation of the African American Acculturation Scale in a Sample of African American College Students. Oral and poster presentation made at the NIMH-COR Spring Research Colloquium. Jackson State University, Jackson, MS.
- Smith, P.A. (March 2006). Weight Concern and Body Image Among African American Females. Oral Presentation made at the 3rd Joint Tougaloo College-Mississippi College Undergraduate Research Symposium. Tougaloo College, Tougaloo, MS.
- Smith, P.A. (February 2006). Weight Concern and Body Image Among African American Females. Oral presentation made at the 2006 Annual Meeting of the Mississippi Academy of Sciences (MAS). Vicksburg Conference Center, Vicksburg, MS.
- Smith, P.A. (November 2005). Mental Health Disparities and Organizational Cultural Competence. Oral presentation made at the National Institute of Mental Health – Career Opportunities in Research (NIMH-COR) Open House. Jackson State University, Jackson, MS.
- Smith, P.A. (November 2005). Weight Concern and Body Image Among Southern African American Females. Oral presentation made at the NIMH-COR National Colloquium. Renaissance Hotel, Atlanta, GA.
- Smith, P.A. (October 2005). Weight Concern and Body Image Among Southern African American Females. Oral presentations made at the NIMH-COR Fall Research Colloquium. Jackson State University, Jackson, MS.
- Smith, P.A. (October 2005). Weight Concern and Body Image Among Southern African American Females. Oral presentation made at the 34th Annual Alabama/Mississippi Social Work Education Conference. Grand Casino Hotel and Resort, Tunica, MS

- Smith, P.A. (July 2005). Organizational Cultural Competence and Mental Health Disparities. Poster/oral presentation made at the Committee on Institutional Cooperation (CIC) Summer Research Opportunities Program (SROP) Conference. The University of Wisconsin-Madison, Madison, Wisconsin.
- Smith, P.A. (April/May 2005). Weight Concern and Body Image Among Southern African American Females. Poster/oral presentation made at the NIMH-COR Research Colloquium; Jackson State University, Jackson, MS; and the Jackson Heart Study Research Forum; Jackson Medical Mall, Jackson, MS
- Smith, P.A. (September 2004/April 2005). Adolescent Obesity. Oral Presentation made twice at Forest Hill High School and once at Murrah High School's Career Discovery Day. Forest Hill High School/Murrah High School, Jackson, MS.
- Smith, P.A. (October/November 2004). Adolescent Obesity. Presentation made at the Greater Bethlehem Temple Five-Five (55) Alive Harvest Festival and the 1st Annual Greater Bethlehem Temple /Mississippi Blood Services Blood Drive. Greater Bethlehem Temple Apostolic Faith Church, Jackson, MS
- Smith, P.A. (October 2003). Alcohol as a Risk Factor for Ovarian Cancer Among African American Females. Oral/poster presentation made at the Jackson State University School of Epidemiology Epi-Conference. Jackson State University e-Center, Jackson, MS.
- Smith, P.A. (August 2003). Alcohol as a Risk Factor for Ovarian and Lung Cancers Among African American Females. Poster presentation made at the Deep South Network for Cancer Control Annual Research Colloquium. Morehouse School of Medicine, Atlanta, GA.

Publications

- Smith, P.A. (2006). A validation of the African American Acculturation Scale in a sample of African American College Students. *Undergraduate Research Journal for the Human Sciences*, 5
- Smith, P.A. (2006). Weight concern and body image among southern African American females. *Journal of the Mississippi Academy of Sciences*, 51(1), 105

Media Appearances

- Scott, P.A. (December 2022). Mental health among African Americans & seasonal affective disorder. *The Eddie Jean Carr Radio Show, WMPR 90.1 FM*
- Scott, P.A. (September 2022). Group wants better healthcare for Mississippi mothers. *WJTV News channel 12*
- Scott, P.A. (September 2022). Group wants better healthcare for Mississippi mothers. *WJTV News Channel 12*
- Scott, P.A. (August 2021). The business of breastfeeding. Virtual Black Breastfeeding Week Roundtable Discussion hosted by Six Dimensions, LLC via Zoom and Facebook Live

Scott, P.A. (October 2014). Coping with grief & loss. *In Other Words...with Arcadia Derio*, WLEZ 88.5

Scott, P.A. (September 2022). Experts tell lawmakers where Mississippi stands with health crisis of mother, children. *Mississippi Today*

Scott, P.A. (May 2020). Parenting through a pandemic. *Mississippi Education Connection Podcast*.

Smith, P.A. (2007). Hope for college debt. *Jackson Advocate*

Smith, P.A. (2004). John Kerry visits Greater Bethlehem Temple Church. *Jackson Advocate*

Special Accomplishments

2022 Invited to MS State Department of Health's Mississippi Maternal Mortality Review Committee
2020 Received MS Urban League Breastfeeding Friendly Business Designation, Jackson VAMC
2019 Established Employee Lactation Room, Jackson VAMC
2019 Awarded Whole Health Grant for Employee Lactation Room, Jackson VAMC
2019 Responsible for the Adoption of Accommodations for Nursing Mothers Policy, Jackson VAMC

Honors

2020 Department of Veterans Affairs Federal Woman of the Year
2008 Jackson State University; College of Public Service Scholarship Award for Highest Distinction
2008 Jackson State University; College of Public Service Scholarship Award
2008 Jackson State University; College of Public Service Book Award
2007 Mississippi Conference on Social Welfare (MCSW) Scholarship Recipient
2007 – 2008 National Association of Social Workers (NASW) Foundation's Verne LaMarr Lyons Memorial Scholarship Recipient
2006 Graduated Cum Laude
2006 Who's Who Among Students in American Universities & Colleges
2006 Dean's Award
2006 Student Marshal at Graduation
2004 – 2005 President's List Scholar
2004 National Youth Appreciation Week Honoree
2004 Senator Rick Santorum Certificate of Distinguished Service
2003 Gold Card Freedom Card HBCU Scholarship
2002 – 2004 Dean's List Scholar

Memberships

- Council on Social Work Education Spark: Field Directors Community
- MS Field Education Consortium
- MS Conference on Social Welfare, Member

- Master of Social Work Student Association, (2007-2008)
- National Association of Black Social Worker
- National Association of Social Workers
- Phi Alpha Social Work Honors Society, (BSW President 2005-2006)
- Bachelor of Social Work Student Association, Member, (Public Relations Coordinator 2002-2006)
- Department of Veterans Affairs Diversity Council, (2018-2021)
- Department of Veterans Affairs Federal Women's Program, Chairperson (2018-2021)
- Department of Veterans Affairs Social Work Data Management Committee, Co-Coordinator (2018-2021)
- Department of Veterans Affairs Social Work Education Program, Co-Coordinator (2018-2021)

Committee Involvement

Jackson State University (2021 – present):

- Mississippi Child Welfare Institute Conference Planning Committee, 2023 Chairperson
- Continuing Education Committee
- Outcomes & Evaluation Committee

Department of Veterans Affairs Medical Center (2015 – 2021):

- Federal Women's Program, Program Manager/Chairperson
- Diversity Advisory Council
- Social Work Peer Review Council, Member
- Social Work Data Management Committee, Co-Coordinator

Community Involvement

- Black Women Vote Coalition, Self-Care & Mental Health Coordinator
- Children's Foundation Advisory Committee on Child Welfare
- Mentor to Social Work students
- Peer Support/Mentor to New Mothers/Breastfeeding Mothers
- Parent/Teacher Organization, Member
- Pro-bono services to under-insured/un-insured members of the community

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP

WHEREAS, Section 21-17-5 of the Mississippi Code states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

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

WHEREAS, the City of Jackson has had multiple incidents of violence perpetrated by youths and would like to prevent further incidents of violence among youths during hours in which many would normally be attending school; and

WHEREAS, the City of Jackson Summer Film Camp, also known as Film JXN Youth Summer Camp aims to provide a valuable four (4) week summer camp experience for youths between the ages of 14-18, introducing them to basic film concepts and encouraging interest in film, television, and video production; and

WHEREAS, the City of Jackson aims to prevent further incidents of youth violence and provide a valuable summer camp experience through the Film JXN Youth Summer Camp, introducing youths to film concepts and fostering their interest in film production; and

WHEREAS, experienced mentors are required to guide and support camp participants, providing technical guidance and fostering creativity; and

WHEREAS, Erika Holliday and McKenzie Haggard have been identified as qualified candidates possessing the necessary skills, expertise, and passion for mentoring young aspiring filmmakers; and

WHEREAS, it is in the best interest of the city to compensate the mentors for their valuable contributions to the Film JXN Youth Summer Camp; and

WHEREAS, up to seven workshop presenters have been identified as qualified candidates to enhance the participants' understanding of the film industry; and

Agenda Item No. 18
June 22, 2023
(Lumumba)

WHEREAS, it is in the best interest of the city to compensate the workshop presenters for their valuable contributions to the Jackson Summer Youth Film Camp; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with Erika Holliday and McKenzie Haggard to provide mentorship and guidance by offering a supportive and educational environment that enables campers to explore their creativity, develop their filmmaking skills, and forge lasting connections; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with film industry professionals to provide workshops on various aspects of film and television production; and

WHEREAS, the proposed film industry professional agreements will become effective upon execution, with workshop services rendered at a cost not exceeding \$200.00 per workshop, up to a maximum of \$1,400.00 for seven workshops; and

WHEREAS, sponsoring a summer youth camp aligns with the provisions of the Mississippi Constitution and the Mississippi Code of 1972, constituting a social and community service program; and

WHEREAS, the Jackson Summer Youth Film Camp will be held at the Smith Robertson Museum & Cultural Center from June 19, 2023, to July 15, 2023, Monday through Friday from 9 am to 3 pm, and possibly on Saturdays; and

WHEREAS, Erika Holliday and McKenzie Haggard propose to provide mentor services, including instruction, collaboration with other mentors and camp staff, development of concepts into final film projects, teaching basic film production, providing feedback, ensuring safety compliance, and acting as positive role models for campers; and

WHEREAS, the proposed agreement with the mentors will be effective upon execution and continue until July 19, 2022, with compensation not exceeding \$2,500.00 each, totaling \$5,000 collectively, divided into two payments each, with half \$1,250.00 each to be paid as early as June 29th and the remainder to be paid upon the completion of services; and

WHEREAS, either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment; and

WHEREAS, the upcoming summer film camp requires adequate funding to compensate mentors, presenters, and cover various camp-related expenses; and

WHEREAS, on April 25, 2023, the City Council unanimously approved a funds transfer of \$10,000 from the Sundry-Contingencies account 001-43300-6739 to account 300-44346-6299 for the Film Camp; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends transferring \$6,400.00 from account 300-44346-6299 (other operating supplies) to account 300-44340-6419 (other professional services) to ensure sufficient funds for the successful execution of the summer film camp; and

WHEREAS, it is crucial to secure the necessary financial resources to support the upcoming summer film camp, as recommended by the PEG Network;


IT IS HEREBY ORDERED that the Mayor is authorized to execute

1. a contract between the City of Jackson and Erika Holliday and McKenzie Haggard for mentor compensation for the Film JXN Youth Summer Camp, with each mentor receiving a total compensation not exceeding \$2,500.00, and the agreement effective until July 19, 2022.
2. an agreement for workshop presenter compensation for the Film JXN Youth Summer Camp with up to six film industry professionals, with each workshop costing no more than \$200.00 and a maximum of six workshops totaling \$1,200.00.
3. an agreement for the transfer of funds from account 30044346-6299 (Public, Educational, and Governmental Access Channel - PEG Network) to account 300-44340-6419 (other professional services) as recommended by the PEG Network, with a total transfer amount of \$6,400.00.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY



Catoria Martin, City Attorney

6/14/23

Date

JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the _____ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "**COJ**") and **Erika Holliday** with an address of 544 Springhill Crossing Brandon, MS 39047 (hereinafter "**Contractor**").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

WHEREAS, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Instruct and mentor campers in all aspects of the filmmaking process, (2) Collaborate with other filmmaker mentors and camp staff to ensure a smooth and successful camp experience for all campers, (3) Work with campers to develop their initial concept into a completed screenplay, storyboard, and final film project. (4) Teach basic film production, (5) Encourage creativity and provide constructive feedback throughout the filmmaking process, (6) Ensure that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and

conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on June 29th and the remainder to be paid upon the completion of services.

4. **APPROVAL** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the COJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be

affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Manager Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Date: _____

Date: _____

JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the _____ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and **McKenzie Haggard** with an address of 4201 Larchmont ST, Jackson, MS 39209 (hereinafter "Contractor").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

WHEREAS, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Instruct and mentor campers in all aspects of the filmmaking process, (2) Collaborate with other filmmaker mentors and camp staff to ensure a smooth and successful camp experience for all campers, (3) Work with campers to develop their initial concept into a completed screenplay, storyboard, and final film project. (4) Teach basic film production, (5) Encourage creativity and provide constructive feedback throughout the filmmaking process, (6) Ensure that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and

conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on June 29th and the remainder to be paid upon the completion of services.

4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the COJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the Qty of Jackson, the validity of the remaining portions or provisions shall not be

affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Manager Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Date: _____

Date: _____

**JACKSON FILM SUMMER CAMP WORKSHOP PRESENTER
SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Workshop Presenter Agreement (the "Agreement" is made as of the _____ day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and _____ with an address of _____ (hereinafter "Contractor").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide workshop presenter services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

WHEREAS, the Contractor will strive to demonstrated their expertise and commitment to delivering high-quality workshops on various aspects of film and television production.

WHEREAS, the COJ recognizes the valuable contribution of the Contractor in enhancing the learning experience and skill development of the camp participants.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide workshops on various aspects of film and television production, including but not limited to Scriptwriting, Producing, Directing, Cinematography, Sound Recording, and Production Design. Each workshop presenter is required to provide a workshop on at least one of the mentioned subjects.

3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Hundred Dollars and No Cents (\$200.00) per workshop, to be paid upon the completion of services.
4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
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7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees

that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the CXDJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same instrument.

16. SEVERABILITY. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Workshop Presenter Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Date: _____

Date: _____



ABOUT

Film JXN Youth Summer Camp is an exciting and enriching program designed to provide a unique summer experience for youth between the ages of 14 and 18. The camp aims to introduce participants to the world of film, television, and video production, fostering their creativity and passion for the industry. In addition to offering an enjoyable summer activity, this camp plays a crucial role in various aspects, including workforce development, industry strengthening, economic growth, reducing crime among youth, and the promotion of community safety.

During the four-week camp, participants will engage in various activities and workshops that cover fundamental film concepts and techniques. They will have the opportunity to learn about scriptwriting, producing, directing, cinematography, sound recording, production design, editing, and more. Through hands-on experience and guidance from industry professionals, campers will gain practical skills and a deeper understanding of the filmmaking process.

The camp will be held at the Smith Robertson Museum & Cultural Center, providing a conducive environment for learning and creative expression. The program will run from June 20, 2023, to July 15, 2023, Monday through Friday, from 9 am to 3 pm.

To ensure a rewarding experience, mentors will be present to guide and support the campers throughout their journey. These mentors play a crucial role in instructing and mentoring the participants, assisting them in developing their ideas into a completed film project. They will encourage creativity, provide constructive feedback, and ensure the safety of all campers and staff.

In addition to the mentorship component, the camp will also feature workshops presented by film industry professionals. These workshops

will cover various aspects of film and television production, enhancing the participants' understanding of the craft and exposing them to different roles and responsibilities within the industry.

The success of Film JXN Youth Summer Camp relies on the support and collaboration of the City of Jackson and its stakeholders. The city plays a vital role in ensuring the camp's smooth operation and providing valuable opportunities for young aspiring filmmakers. By investing in the camp, the city contributes to workforce development, strengthens the local film industry, boosts the economy of Jackson, and addresses the issue of youth crime.

Film JXN Youth Summer Camp is an excellent platform for youths to explore their creative potential, gain practical skills, and ignite their passion for the world of film and video production. It is an investment in their personal and professional growth, fostering their artistic expression and paving the way for potential future careers in the industry.

Moreover, the camp also plays a significant role in curbing crime among youth. By providing a positive and constructive outlet for the creative energy of young individuals, the camp offers an alternative to negative influences and activities that can lead to criminal behavior. Through storytelling and filmmaking, participants learn effective communication, problem-solving, and teamwork skills, while also cultivating self-discipline and personal responsibility. The camp's safe and supportive environment, coupled with mentorship and positive role models, fosters a sense of community, belonging, and respect, reducing the likelihood of engaging in criminal activities and promoting a culture of safety.

Together, let us support and nurture the passion and talent of our youth as they embark on this exciting and transformative journey at Film JXN Youth Summer Camp. By participating in the camp, young individuals not only gain valuable skills and experiences but also contribute to the growth of the industry, the economy, and the overall well-being of the community, while simultaneously addressing the issue of youth crime and promoting a safer environment for everyone.

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

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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

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

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

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

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

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

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

WHEREAS, this intradepartmental transfer of Ninety Thousand Dollars (\$90,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as

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

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President Foote recognized Louis Wright, Chief Administrative Officer, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

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

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

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with T-Mobile South, LLC that will modify T-Mobile's equipment and increase the monthly license fees at two (2) towers, at Site 28/TCS, located at 2835 Oak Forest and Site 3/ FS 3 Tower, located at 333 East Fortification Street; and

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

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT
TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE
SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT
EXTENSION FOR THE “GOING GREEN FOR A COOL HEALTHY
JACKSON” PROJECT**

FILED
JUN 22 2023
6:17/23

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from RWJF in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 9, 2021, RWJF had agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative to \$475,549 and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2CM; and

WHEREAS, on May 5, 2023, RWJF has notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not increase the Foundation’s commitment; and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the six-month no-cost grant extension from the Robert Wood Johnson Foundation for the “Going Green for a Cool, Healthy Jackson” project and to execute any and all documents related to the acceptance of said grant extension.

Agenda Item No. 19
June 22, 2023
(Wright, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



8/29/23
Date

INVESTIGATIVE
5/1/23
C. ROBERT

City Administrative Office



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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: May 11, 2023

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT

The attached agenda item which accompanies this memo requests that the City Council authorize the amendment to the order ratifying the City's acceptance of the Robert Wood Johnson Foundation grant for the project entitled "*Going Green for a Cool Healthy Jackson.*" The amendment extends the project term to October 31, 2023, but it does not increase the Foundation's commitment.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 5/11/2023

POINTS		COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION FOR THE SUBMISSION OF A REQUEST FOR A SIX-MONTH NO-COST GRANT EXTENSION FOR THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT	
2.	Purpose	To preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities	
3.	Who will be affected	City of Jackson	
4.	Benefits	Quality of Life	
5.	Schedule (beginning date)	Upon approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO	
8.	COST		
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 		
10.	EBO participation See attached sheets from Vendors	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___ WAIVER yes ___ no ___ N/A ___ X ___

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

WHEREAS, the proposed interlocal cooperative agreement would continue from the effective date as until such time as the crisis has been abated, the funds have been expended, and activities contemplated by the interlocal agreement have been completed.

THEREFORE, IT IS HEREBY ORDERED that pursuant to the Interlocal Cooperation Act of 1974 and other applicable law, the Mayor is authorized to execute an interlocal agreement between the City of Jackson, Mississippi and the Hinds County to provide \$500,000 to Hinds County to hire additional deputies to assist with public safety within the City of Jackson, Mississippi.

Council Member Stokes moved adoption; **President Banks** seconded.

Council Member Stokes and **President Banks**, withdrew their motion and second. **President Banks** stated that said item would be referred to the Planning Committee.

**ORDER RATIFYING APPLICATION AND AUTHORIZING THE
ACCEPTANCE OF A GRANT AWARD FROM THE ROBERT WOOD
JOHNSON FOUNDATION IN THE AMOUNT OF \$650,000 TO REDUCE
MORTALITY AND PREVENT ILLNESS ASSOCIATED WITH URBAN HEAT
ISLAND (UHI) EFFECTS IN JACKSON, WHILE PROVIDING A RANGE OF
SOCIAL, ECONOMIC, CULTURAL AND ECOLOGICAL CO-BENEFITS FOR
THE CITY'S AT-RISK RESIDENTS.**

WHEREAS, Mayor Chokwe Antar Lumumba has identified extreme heat and humidity as one of the biggest threats to the health and well-being of City of Jackson residents, and is committed to institutionalizing heat, health, and equity for neighborhoods that are most at-risk for climate-related threats to human health due to sustained increases in temperature and poor air quality; and

WHEREAS, the City teamed with local medical and science professionals to secure a National League of Cities "Leadership in Community Resilience" grant; and

WHEREAS, the team also leveraged support from NOAA's Climate Program and the National Integrated Heat Health Information System for a community science urban heat island (UHI) to gather data via a citywide heat-mapping campaign; and

WHEREAS, the City's proposal, as submitted to the Robert Wood Johnson Foundation, entitled, "*Going Green for a Cool Healthy Jackson*" proposes to adapt nature-based solutions to address the urban heat-island effect in Jackson; and

WHEREAS, the "Going Green for a Cool, Healthy Jackson" (CHJ) project models heat mitigation efforts originating in Barcelona, Spain, and adapts successful solutions developed in Havana, Cuba and Okaya, Japan, ensuring that funding dedicated to these programs maximizes

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 27, 2020 10:00 A.M.**

the city's return on investment, reaching the most at-risk and historically underserved residents; and

WHEREAS, the goals of the project are to: preserve the City's natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities; and

WHEREAS, guided by these goals, the City will undertake building new city parks and green corridors; promote and establish urban community gardens; promote and establish green roofs; and promote and establish vertical gardens; and

WHEREAS, the project will engage several City departments, including the Department of Planning and Development to design the projects; the Department of Parks and Recreation to implement the designed projects in public spaces; and the Department of Public Works to address infrastructure needs for projects; and

WHEREAS, the coordination of the projects will be led by the Office of the Chief Administrator.

IT IS HEREBY ORDERED that the proposal and grant application submitted to the Robert Wood Johnson Foundation, entitled "Going Green for a Cool, Healthy Jackson" is ratified.

IT IS FURTHER ORDERED that City is authorized to accept said grant, and the Mayor and/or his designee be authorized to execute any and all documents necessary in furtherance of acceptance of the Robert Wood Johnson Foundation grant.

Council Member Stokes moved adoption; **Council Member Tillman** seconded.

Yeas – Banks, Foote, Lindsay, Stokes and Tillman.

Nays – None.

Absent – Stamps.

There came for Discussion Agenda Item No. 57:

DISCUSSION: HOT PURSUIT (CHASING): President Banks recognized Council Member Stokes, who stated Legal will be doing research on how to proceed with said item.

There came for Discussion Agenda Item No. 58:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION GRANT AGREEMENT.

WHEREAS, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation on October 27, 2020, and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from the Robert Wood Johnson Foundation in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the City of Jackson’s at-risk residents; and

WHEREAS, the Robert Wood Johnson Foundation has agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, the amendment will authorize the City of Jackson to subcontract or subgrant funds to 2CM as subcontractor or subgrantee to (a) oversee the project’s vision, design, strategies, partner coordination and project implementation; (b) hire and oversee work of subcontractors to conduct community co-creation process (One Voice); (c) hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture); (d) hire and oversee work of a part time staff manager to assist with all project needs; (e) coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; (f) Dr. Alan Penman from the University of Mississippi Medical Center; Professor Bernece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities; and (g) coordinate and reimburse all travel expenses incurred by 2CM’s staff, partners and consultants, as specified in “Going Green for a Cool, Healthy Jackson” grant award; and

WHEREAS, the Chief Administrative Officer recommends the City of Jackson execute an amendment the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant “Going Green for a Cool, Healthy Jackson” grant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

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

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on September 28, 2021. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

FW: I.D. 78017 - Extension Request Approved

Tangayika Hoover <thoover@city.jackson.ms.us>

Thu 5/11/2023 9:25 AM

To: Mya Lee <mya.lee@city.jackson.ms.us>

Thread...



Yika Hoover | Deputy Director

Office of Economic Development | Department of Planning & Development

Office: 601-960-1611 | Mobile: 601-502-6906 | Fax: 601-960-2192

200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201

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From: Sharleen Rajput <srjput@rwjf.org>

Sent: Friday, May 5, 2023 12:20 PM

To: Tangayika Hoover <thoover@city.jackson.ms.us>

Cc: Karabi Acharya <kacharya@rwjf.org>; LaaWanda Horton <lhorton@city.jackson.ms.us>; Chokwe A. Lumumba <calumumba@city.jackson.ms.us>

Subject: I.D. 78017 - Extension Request Approved

I am writing in reference to the Robert Wood Johnson Foundation grant identified below.

I.D.:	78017
Award Amount:	\$475,549
Purpose:	Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Miss.
Project Information:	Grant Period: November 1, 2020 through October 31, 2023 Project Director: Yika Hoover, 601-960-1611 (thoover@jacksonms.gov)

We have reviewed and approved your no-cost extension request through October 31, 2023. Please access RWJF's [Grantee Hub](#) where you can submit reports, products, view grant-related information (including when reports are due), and make grant-related requests.

If you need further assistance, please contact me.

Sincerely,

Sharleen Rajput
Program Financial Analyst
Robert Wood Johnson Foundation
609-627-6227
srajput@rwjf.org

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**ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING FOR A GRANT FROM THE
EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) HOT SPOTS POLICING SOLICITATION
15 PBJA-22-GG-00637-MUMU**



Whereas, Section 21-17-10 of the Mississippi Code authorizes the governing authority of *any* municipality to receive, expend and administer any grant, in accordance with and as may be authorized by any federal law, rule, or regulation creating, establishing or providing for any program, activity or service; and

Whereas, Mississippi Department of Public Safety Division of Public Safety Planning has limited funding from the United States Department of Justice to support local law enforcement agencies; and

Whereas, a solicitation for the Edward Byrne Memorial Justice Assistance Grant (JAG) Hot Spots Policing solicitation 15PBJA-22-GG-00637-MUMU has been announced; and

Whereas, the City of Jackson's law enforcement agency is eligible to apply and receive funds; and

Whereas, the purpose of the funding is to provide local enforcement agencies with funds to implement effective crime reduction and crime prevention strategies in *select* communities that exhibit high rates of crime; and

Whereas, the application deadline is *July 14, 2023*;

Whereas, the funds may be used in the following targeted areas: (a) overtime (b) equipment and (c) personnel; and

Whereas, the Jackson Police Department has identified the community served by *Precinct 3* as one exhibiting high rates of crime and in need of an effective crime reduction and prevention strategy; and

Whereas, if an application is authorized to be submitted and funds are awarded, the Jackson Police Department intends to procure a license plate reader, pole cameras, and related equipment; and

Whereas, the Jackson Police Department is interesting in applying for a grant in the amount of \$50,000; and

Whereas, no match will be required if funds are awarded; and

Whereas, the best interest of the City would be served by applying for the funding; and

Agenda Item No. **20**
June 22, 2023
(Wade, Lumumba)

IT IS HEREBY ORDERED that the Mayor shall be authorized to submit and execute an application to the Mississippi Department of Public Safety Division of Public Safety Planning in response to the Hot Spots Policing Solicitation 15 PBJA-22-GG-00637-MUMU;

IT IS HEREBY ORDERED that the Mayor shall be authorized to accept and execute award acceptance documents required for receipt of the funds without further order of the Council.

IT IS HEREBY ORDERED that no matching funds may be expended without order of the Council.

Lumumba, Wade

DEPUTY CITY ATTORNEY
MUMU

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 13, 2023

DATE

	P O I N T S	C O M M E N T S																																								
1.	Brief Description/Purpose	Order authorizes the submission of an application to the Mississippi Department of Transportation Safety Division of Public Safety Planning																																								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention & improve the Quality of Life																																								
3.	Who will be affected	City of Jackson																																								
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.																																								
5.	Schedule (beginning date)	Upon council approval and delivery																																								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Precinct 3 of Jackson Police Department																																								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																								
8.	COST	None																																								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	No funding required for item. Department applying for grant which will not require any match																																								
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
AABE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
WBE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
HBE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
NABE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			

MEMORANDUM

To: Chokwe A. Lumumba, Mayor
Via: Deric Hearn, Deputy Chief of Police
From: Joseph Wade, Interim Chief of Police
Date: June 13, 2023

The agenda item accompanying this Memorandum authorizes the submission of an application to the Mississippi Department of Public Safety Division of Public Safety Planning for a grant pursuant to the Hot Spot Policing Solicitation. No match is required and if funds are awarded, the Department will use to purchase a license plate reader and pole cameras and related equipment for Precinct 3.

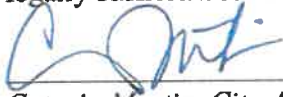
Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING FOR HOT SPOT POLICING SOLICITATION has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Catoria Martin, City Attorney

6/14/23
Date



Carrie Johnson, Deputy City Attorney

**EDWARD BYRNE MEMORIAL
Justice Assistance Grant (JAG)
Hot Spots Policing Application Solicitation
15PBJA-22-GG-00637-MUMU**

CFDA 16.738

Background

- The Division of Public Safety Planning has limited funds available to support area law enforcement agencies from the U. S. Department of Justice (DOJ). An application packet is available on-line. All applicants must complete and return the application, data sheet, FY 2022 Certifications and Assurances by the Chief Executive, SAM registration and checklist no later than **Friday, July 14, 2023.**

Applications must address the following components in an abstract which should: (1) Describe and document the problems facing the law enforcement agency and the need for assistance under this program while reducing crime in a hot spot area; (2) identify the most important needs of the agency while reducing crime in a hot spot area; (3) provide a strategy on how your agency will collaborate with community agencies and businesses; and (4) provide detailed information on how funds will be used to increase misdemeanor arrest, improve physical and social disorder in efforts to increase social order.

Program Purpose Areas

The purpose of this funding is to provide the State of Mississippi's local law enforcement agencies with funds to implement effective crime reduction and crime prevention strategies in select communities that exhibit high rates of crime. The goal of this program will be to improve social and physical order in selected high crime areas in Mississippi.

Targeted Areas

Funds can be used in the following targeted areas:

- Overtime
- Equipment
- Personnel

SPECIAL GRANT CONDITIONS

Availability of Funds and Application Deadline

- Funds are available after completing the attached application, returning it to DPSP and receiving an executed grant award document. All applicants are expected to complete and return the application no later than **Friday, July 14, 2023.**

The grant award period is tentatively from **August 1, 2023, to July 31, 2024.** All funds must be expended by the end of the contract period. All awards are subject to availability of appropriated funds. *Funding is not guaranteed.*

Certifications and Assurances by the Chief Executive of the Applicant Government

A State or unit of local government that receives an award under the FY 2022 Byrne JAG Program will be required (by award condition) to obtain a properly executed certifications and assurances by the Chief Executive of the Applicant Government from any proposed subrecipient that is a unit of local government or a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or unit of local government). The specific certification required from a unit of local government will differ from the specific certification required from a "public" institution of higher education. *(This form will be provided to your agency)*

- [FY 2022 Byrne JAG – Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- Local Law agencies applying for JAG funds will also have to submit a letter on letterhead regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE). *(The format will be provided to your agency)*
- Local Law agencies applying for JAG funds for body armor purchases must have a written "mandatory wear" policy in effect and submit a signed certification for your grant file.
- Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

- Local law agencies applying for body worn camera equipment must have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, and training, etc. in effect and submit a signed certification for your grant file.
- Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfi.org).
- Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- Applicants are now required to have a Unique Entity Identifier (UEI) number which is assigned to an entity by SAM.gov. Please note that organizations must update or renew their UEI number at least once a year to maintain an active status. Please include a copy of your UEI number verifying an active status along with your application.
- Organizations are required to register with the System for Award Management (SAM) using their DUNS number. Please note that applicants formerly used the Central Contractor Registration (CCR) database for this purpose. SAM is a government-wide registry for vendors doing business with the federal government which requires annual renewal. The SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information.

Special Grant Conditions (please address how you will implement these special grant conditions in your application under the Goals, Objectives and Project Impact section.

- Please include your town or city statistical crime data within the last two years.
- *Funds must be used to increase misdemeanor arrests, which include arrests for public order violations, some examples are making arrests for public drinking, arresting drug dealers, conducting “stop and frisks” of suspicious individuals with probable cause, and conducting foot patrol in high-crime areas.*
- *Funds must be used to improve physical and social disorder in target areas by police, this includes the installation of improved street lighting, implementation of video surveillance, dispersing groups of loiterers, performing code inspections, cleaning up vacant lots, razing abandoned buildings, and evicting problem residents. This will*

require partnerships between and among police and city agencies, local business owners, and tenant associations.

- *Funds must be used to increase social order with assistance from social service agencies, this includes providing youth with recreational opportunities, working with local shelters to provide housing for homeless individuals, and connecting problem tenants to mental health services. These activities are intended to create opportunities for high-risk individuals in targeted locations to promote social order.*
- Hot Spot Policing Grant Program award recipients agree to submit a quarterly progress report including measures such as identifying the sub-recipients receiving grants and addressing primary components of the program which must include, the number of increases in arrests, prevention strategies that have been implemented as well as address what social service actions have been implemented. These measures will be reported outside of the PMT and will not be included in the existing JAG measures.
- If you are receiving assistance from any other federal agency, there can be no duplicate purchases from such funds. In other words, funds cannot be used from separate agencies to make the same purchase.
- Expenditures incurred prior to the actual start date will not be approved. Supporting documentation must have valid and verifiable dates.
- **Handwritten applications or applications submitted by facsimile (FAX) will not be accepted.**

Non-Supplant Requirement

Funds available under this program may not be used to supplant (replace) existing local funds. These funds must be used to supplement the level of funds from non-federal sources that would, in the absence of these funds, be made available for programs or activities funded under a similar program.

Monitoring

Each successful sub-grantee will receive an on-site compliance monitoring visit at least once during the grant period. Each successful sub-grantee must retain records, receipts, invoices, and other documents for review during the monitoring visit. Guidelines and/or procedures listed in the original application must be adhered to and deviations from those guidelines must have prior approval by the Division of Public Safety Planning.

Budget

The total 12-month budget allotted for the subgrantee of this RFP will be based on the number of applicants.

A twenty-five (25%) cash match is required, however, a request for match waiver with sufficient justification will be considered. Each agency will need a letter on letterhead stating the need for a waiver, submit city or county budget that shows a deficit, board minutes that state the city or county cannot afford the match, and documentation that shows the city or county poverty rate and unemployment rate.

Application Submission Requirements

- One (1) original and one (1) copy of the application should be submitted on the official application form of the Office of Justice Programs, Division of Public Safety Planning no later than **Friday, July 14, 2023.**

Submit Applications to: **Attn:** Sharon Nguyen
Office of Justice Programs
Division of Public Safety Planning
152 Watford Parkway Drive
Canton, Mississippi 39046

***If you have questions, you may contact Sharon Nguyen at (601) 391-4887.**



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY**

DSP USE ONLY Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT		
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET						
APPROVED BUDGET						

Budget Prepared By: _____

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY : PART V: (DPSP FORM V)

GENERAL

The budget summary should be completed for each of the eight major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

SUMMARY FUNDING DATA SECTION

In the horizontal row labeled "Requested Budget", provide the following:

- a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.
- b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

SHADED AREAS ARE FOR DPSP USE ONLY.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

<p>DPSP USE ONLY</p> <p>Grant No.</p>

PART VI:

INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE: Part VI

(DPSP Form VI)

GENERAL

The purpose of this form is to provide *full explanation, and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 8 1/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

A. PERSONNEL:

<u>Name of Employee</u> XXXXXXX	<u>Title</u> XXXXXXXX	<u>% of Time Devoted to Project</u> XXXX	<u>Date Hired</u> XXXX	<u>Salary Rate</u> XXXXX
Example: Joe Smith	Director	100%	01/01/XX	\$40,000 (annual)
Total Salaries & Wages			\$	_____
=	Total Personnel		\$	_____

Note: Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

B. FRINGE: Based on gross salary.

	<u>SS & Medicare Match</u>	<u>Retirement Match</u>	<u>Other Fringe Benefits</u>
Example:	7.65%	17.40%	\$500 monthly
	Total Soc. Sec. Match		\$ _____
+	Total Retirement Match		\$ _____
+	Total Other		\$ _____
=	Total Fringe		\$ _____

C. EQUIPMENT: (List each non-expendable item to be purchased as show below).

<u>Item</u> XXXX	<u>Quantity</u> XXXX	<u>Unit Price</u> XXXX	<u>Total Price</u> XXXX	= Total Equipment \$ _____
Example:				Total Equipment Cost: \$ 2,100
Desk Computer	2	@ \$ 950 each	\$ 1,900	
Desk Calculator	4	@ \$ 50 each	\$ 200	

Justify how the above relate to project activities in the Project Plan. Explain what steps you have taken, or will take, to ensure that you receive the best value for least cost, consistent with State and Federal Purchasing Regulations.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

BUDGET NARRATIVE

DPSP USE
ONLY

Grant No.

PART VI: (continue)

D. **TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate cannot exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ \$.56 per mile = \$600)		Total Mileage	\$ _____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	\$ _____
(Daily rate or use State Travel guidelines)	+	Total Meals	\$ _____
(Est. Hotel rate and the no. of days)	+	Total Lodging	\$ _____
	+	Total Other	\$ _____
	=	Total Travel	\$ _____

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES:**

Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	\$ _____
+ Total Rental	\$ _____
+ Total Printing & Reproduction	\$ _____
+ Total communications (Telephone, postage, etc.)	\$ _____
+ Total Other	\$ _____
= Total Operating Expenses	\$ _____

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES:**

Total Contracts with Individuals	\$ _____
+ Total Contracts with Organizations	\$ _____
= Total Contractual Services	\$ _____

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**

Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registration fees	\$ _____
+ Total Training materials	\$ _____
+ Total Other	\$ _____
= Total Miscellaneous	\$ _____

Explain the need and identify staff as related to project activities in the Project Plan.

OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous \$ _____

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET:** \$ _____



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP Use
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Grant No.

PART VII: EVALUATION PLAN

INSTRUCTION FOR COMPLETING THE EVALUATION PLAN: PART VII

(DPSP Form VII)

All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishment of activities will be documented and evaluated.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

NON-SUPLANT CERTIFICATION

DPSP Use Only
Grant No.

PART VIII:

The _____ (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: _____

Date: _____



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE ONLY
Grant No. _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The _____ (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name _____

Address _____

Title _____

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION

(DPSP Form IX)

GENERAL

The purpose of the EEOC Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the Code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

WHO MUST PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?

Any criminal justice recipient of funds may be required to formulate, implement and maintain an Equal Employment Opportunity Program as it relates to minority persons and women or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria are fully met:

- I. For minority persons and women.
 - a. Has fifty or more employees.
 - b. Has received grants or subgrants of \$25,000 or more.
 - c. Has a service population with a minority representation of less than 3%.

- II. For women only.
 - a. Has fifty or more employees.
 - b. Has received grants or subgrants of \$25,000 or more.
 - c. Has a service population with a minority representation of less than 3%.

COMMENTS:

1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
2. The "recipient" agency is defined in terms of the implementing agency. For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered to be the police department.
3. The criterion of \$25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of \$25,000 or more.
4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:
 - A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
 - B. For all other recipient agencies (e.g., police and courts), the service population shall be the state population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

PROCEDURE FOR COMPLETION OF FORM IX

Complete section on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

FY 2022 Hot Spots Policing APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- Subgrant Application summary Form**
- Statement of the Problem**
- Objectives and Projected Impact**
- Implementation Plan/Project timeline**
- Sustainability Plan**
- Budget Summary**
- Budget Narrative**
- Evaluation Plan**
- Non-Supplant Certification**

- Equal Employment Opportunity Plan Certification**
- One (1) Original copy of the application package**
- Data Collection Form for Hot Spot Policing**
- 2022 Certification and Assurances by the Chief Executive of the Applicant Government**
- DHS/ICE Letter**
- Copy of SAM Registration (sam.gov)**

All of the above award documents should be returned by: July 14, 2023.

SUB-GRANT CONTACT PERSON

DATE

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE
 ONLY

 Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email)	2. Project Director (Name, Address, Zip, Phone)	3. Financial Officer (Name, Title, Address, Zip, Phone)
---	---	---

4. Project Title <p style="text-align: center; font-weight: bold;">FY 2022 JAG Hot Spot Policing</p>	5. DUNS Number: _____ Tax ID. Number: _____
6. Type of Application <input type="checkbox"/> Initial <input type="checkbox"/> 2 nd Yr. or <input type="checkbox"/> ____ Yr. Funding <input type="checkbox"/> Continuation of Grant No. _____	7. Desired Project Duration _____ Months Start Date: End Date:

8. Brief Project Summary (required)

9. Budget Category	Requested				Approved by DPSP			
a. Personnel								
b. Fringe Benefits								
c. Equipment								
d. Travel								
e. Operating Expense								
f. Contractual Services								
g. Miscellaneous								
Total Project Budget								
10. Source of Funds	Federal	%	St/Local Match	%	Total	%	Total	%
Requested Budget								

11. Number of pages in this application

 Chief Administrative Officer (Signature and Date)

 Project Director (Signature and Date)

 Chief Administrative Officer (Type or Print)

 Financial Officer (Signature and Date)

INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY

(DPSP Form A)

1. Enter the name, address, zip and telephone number of the Agency or unit of Government that will administer the project.
2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project.
3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures.
4. Enter or select the project title type.
5. Enter Jurisdiction DUNS # and Tax Id.
6. Enter Email address of the primary contact person.
7. Enter the desired project duration in months. (DPSP only awards 12 month maximum contracts.)
8. Develop a brief summary for the project. Explain the project operation and how objectives will be accomplished.
9. Enter total funds proposed to be spent on the project in the eight (8) major budget categories brought forward from DPSP Form A-3 Budget Summary.
10. Enter the appropriate match ratio in both dollar amount and percentage.
11. Enter the total number of pages in application.

NOTE: The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed and the appropriate title of the signor should be in the space provided.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

<p>DPSP USE ONLY</p> <p>Grant No.</p>

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

**INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART I
(PROBLEM STATEMENT)**

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPS USE ONLY
Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART II

(DPSP Form II)

A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. IN other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?
2. What GROUP will be affected?
3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.
GROUP: Three entry level local police officers.
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

B. PROJECTED IMPACT

The applicant should specify the "Projected Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

System Change: Improvement or upgrading of some aspect of the criminal justice system.
Relevance of Results: Benefits to be received by the criminal justice system, the community and the offender.
Cost of Reduction: Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.
Offender Change: Changes in the personal or social adjustment, job status, or behavior of the offender.

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

<p>DPS USE ONLY</p> <p>Grant No.</p>
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PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

INSTRUCTIONS FOR COMPLETING IMPEMENTATION PLAN:
PART III
(DPSP Form III)

- A. Describe in narrative form the activities which will be performed during the project period.
- B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

- C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD												
	01	02	03	04	05	06	07	08	09	10	11	12	
1. Hire Project Staff	-----												
2. Train Project Staff (3 weeks)		_____											
3. Develop Operating Procedures			_____										
4. Perform Designated Tasks			_____										

- D. Attach a current resume for each person employed in the conduct of grant activities.
- E. Attach a job description of proposed positions.
- F. Include an organizational chart associated with the project.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

SUSTAINABILITY PLAN

DPSP USE ONLY Grant No.

PART IV:

**INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV
(DPSP Form IV)**

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

21



ORDER AUTHORIZING THE JACKSON POLICE CHIEF TO EXECUTE A MEMORANDUM OF AGREEMENT WITH CHRISTIANS IN ACTION, INC., WHICH DOES BUSINESS AS CENTRAL MISSISSIPPI CHILDREN'S ADVOCACY CENTER

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

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

WHEREAS, Christians in Action, Inc., is a non-profit corporation located in the City of Jackson, which does business as Central Mississippi Children's Advocacy Center (CMCAC); and

WHEREAS, CMCAC provides critical services to children who have been subjected to the trauma of abuse using a multidiscipline team approach comprised of medical, mental health, law enforcement, and prosecuting professionals; and

WHEREAS, the Jackson Police Department may be involved in the investigation and prosecution of children residing in the City of Jackson, who are subjected to abuse; and

WHEREAS, the safety of children residing within the City of Jackson constitutes a municipal affair; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Jackson Police Chief to execute a Memorandum of Agreement (MOA) with Christians in Action doing business as Central Mississippi Children's Advocacy Center; and

WHEREAS, the term of the MOA is of indefinite duration; and

WHEREAS, the MOA requires the Jackson Police Department to provide referrals and participate in the multidisciplinary team meetings; and

WHEREAS, the multidisciplinary team will include child protection workers, law enforcement, family advocates, medical and mental health services, and the Hinds County Youth Court; and

WHEREAS, no monetary compensation is required for participation in the MOA, and it is understood that the purpose of the MOA is to establish a collaboration between CMCAC and the Jackson Police Department; and

IT IS THEREFORE ORDERED that the Jackson Police Chief shall be authorized to execute an MOA with Christians in Action, Inc., doing business as Central Mississippi Children's Advocacy Center

APPROVED FOR AGENDA:

Agenda Item No. 21
June 22, 2023
(Wade, Lumumba)

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT(RENEWAL) WITH CHRISTIANS IN ACTION, INC (CENTRAL MISSISSIPPI CHILDREN'S ADVOCACY CENTER)																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Youth & Education 2. 2.CRIME PREVENTION 7.QUALITY OF LIFE																																													
3.	Who will be affected	JACKSON POLICE DEPARTMENT																																													
4.	Benefits																																														
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE N/A																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department 	JACKSON POLICE DEPARTMENT CITY LEGAL																																													
8.	COST	N/A																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	N/A																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							




Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief

Memorandum

To: Chokwe Lumumba, Mayor

From: Joseph Wade, Interim Chief of Police 

Date: June 6, 2023

Re: Order Authorizing Memorandum of Agreement with Christians in Action, Inc. (Mississippi Child Advocacy Center)

It is my recommendation that the Mayor enter into an Order Authorizing a Memorandum of Agreement with Christians in Action, Inc. (d/b/a as "Mississippi Child Advocacy Center") with the Jackson Police Department. The Mississippi Child Advocacy Center provides critical services to children who have been subjected to the trauma of abuse.

If you have any questions, please do not hesitate to contact our office.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

**This Order Authorizing the Chief of Police of the City of Jackson to Execute An MOA With
CHRISTIANS IN ACTION INC DBA CENTRAL MISSISSIPPI CHILDREN'S ADVOCACY
CENTER** is legally sufficient for placement in NOVUS Agenda

[Handwritten signature]

Catoria Martin, City Attorney

8/29/23

Date

[Handwritten signature]

Carrie Johnson, Senior Deputy City Attorney



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Investigative Services Bureau
Tyrone Buckley, Deputy Chief of Police

Assistant Chief of Police
Joseph Wade

May 30 rec'd sent to Christians 5-31

To: James Davis, Chief of Police *Absent 5/31/23*

Via: Joseph Wade, Assistant Chief of Police *JW 5-31-23*
 Tyrone Buckley, Deputy Chief of Police, Investigative Service Bureau *absent recurring contract 5/31/2023 #1130*

From: Marco Johnson, Captain, Investigative Services Bureau *MJ*

Date: Tuesday, May30, 2023

Re: Memorandum of Agreement with Christians in Action Inc. (Mississippi Child Advocacy Center)

This memorandum is pursuant upon the request to continue the partnership of the Jackson Police Department and the Central Mississippi Children’s Advocacy Center. This partnership is vital for the Investigative Service Bureau of the Jackson Police Department to collaborate services for victims of abuse. The advocacy center provides critical services to children that fall victim to crimes such as:

- Endangered Children
- Trafficked victims
- Witness to violent crimes
- Victims of violent crimes
- Victims of sexual abuse and physical abuse

This agreement establishes the terms in which Christians in Action, Inc. and the Jackson Police Department collaborates with the Children’s Advocacy Center. The Jackson Police Department will provide referrals to the Advocacy Center and participate in multidisciplinary team meetings with Child Protection Workers, Hinds County Youth Court, family advocates, medical and mental health services and other law enforcement agencies. The goal of this agreement is to provide a safe environment for children to tell their story to a forensic interviewer. This provides a vital element in reducing further trauma to victims, assist with investigations, successful prosecution and bringing closure to families.

This agreement is at-will and may be modified by mutual consent of authorized personnel from either party. The agreement will go in effect upon the signature by authorized personnel from the Jackson Police Department and Christian’s in Action and will remain in effect until modified or terminated by mutual consent. The current agreement is set to expire June, 2023. The request has been approved by City Legal for entrance into NOVIS for the next available City Council Date.



CENTRAL MS CHILDREN'S ADVOCACY CENTER

Emergency Shelter for Children

A Non-Profit Organization

PO Box 7676

Jackson, MS 39284

MEMORANDUM OF AGREEMENT

BETWEEN

JACKSON POLICE DEPARTMENT

AND

CHRISTIANS IN ACTION, INC.

(dba Central Mississippi Children's Advocacy Center)

This Memorandum of Agreement is entered into by and between Jackson Police Department and Christians in Action, Inc., for the purpose of establishing a mutual framework for collaboration of comprehensive services to victims of abuse who are referred to Central Mississippi Children's Advocacy Center.

Central Mississippi Children's Advocacy Center provides critical services to children who are victims of felony physical and sexual abuse. They may be drug endangered, trafficked victims, or children who have witnessed a homicide or similarly violent crime. Our partners enable The Advocacy Center to provide the level of support necessary to help individuals address their needs and goals.

This Memorandum of Agreement establishes the terms under which Christians in Action, Inc. and Jackson Police Department will collaborate for The Children's Advocacy Center. Specifically, Jackson Police Department will provide referrals and participate in the Multidisciplinary Team meetings. Our goal with The Children's Advocacy Center is to provide a safe, child-friendly environment for children to tell what has happened to a trained forensic interviewer. It is the goal to create a multidisciplinary team that will include but not be limited to: child protection workers, law enforcement, family advocates, medical and mental health services, and Hinds County Youth Court to work as a team towards eliminating potential trauma, with goals of justice, and helping children and families heal and gain closure of their trauma.

This Memorandum of Agreement is at-will and may be modified by mutual consent of authorized officials from either Jackson Police Department or Christians in Action, Inc. This Memorandum of Agreement shall become effective upon signature by the authorized officials from Jackson Police Department and Christians in Action and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Jackson Police Department

By: _____

Joseph Wade
Jackson Police Department
Chief of Police

Date: _____

Christians in Action, Inc

DBA Central MS Children's Advocacy Center

By: _____

Janice Wilder
Christians in Action, Inc.
Executive Director

Date: _____

22

OFFICE OF THE CITY ATTORNEY
6/20/23

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER THIRTY THOUSAND FIVE HUNDRED AND EIGHTY DOLLARS (\$30,580.00) FROM THE PERSONAL SERVICES CATEGORY TO OTHER PROFESSIONAL SERVICES CATEGORY TO COVER UP-AND-COMING EVENTS, ENTERGY BILLS, AND COMCAST INTERNET EQUIPMENT AND MONTHLY SERVICES FEES

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 youth and citizens of the City of Jackson, as well as our visiting guests; 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 Thirty Thousand Five Hundred and Eighty Dollars (\$30,580.00) currently located in the "Personal Services" Category, that it presently seeks to transfer to the "Other Professional Services" Category, 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 Thirty Thousand Five Hundred and Eighty Dollars (\$30,580.00) 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 Parks and Recreations Department may continue to provide safe family entertainment events and services for the youth and citizens of Jackson; and

WHEREAS, the funds are requested to be transferred to the "Other Professional Services" Category below; and

Agenda Item No. **22**
June 22, 2023
(Harris, Lumumba)

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category Account: 005-501.25-6112 005-501.26-6112 005-504.10-6111 005-504.30-6111	\$30,580.00	Other Professional Services Category Account: 005-501.10-6419	\$30,580.00
		Total Funds Transfer Request	\$30,580.00

WHEREAS, this intradepartmental transfer of Thirty Thousand Five Hundred and Eighty Dollars (\$30,580.00) 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 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; thus,

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 Thirty Thousand Five Hundred and Eighty Dollars (\$30,580.00) from the “Personal Services” Category, to be allocated to the “Other Professional Services” Category.

(HARRIS, LUMUBA)


ITEM NO.:	
DATE:	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER THIRTY THOUSAND FIVE HUNDRED AND EIGHTY DOLLARS (\$30,580.00) FROM THE PERSONAL SERVICES CATEGORY TO OTHER PROFESSIONAL SERVICES CATEGORY TO COVER UP-AND-COMING EVENTS, ENTERGY BILLS, AND COMCAST INTERNET EQUIPMENT AND MONTHLY SERVICES FEES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 6/20/23

6/20/23
Date

23

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI
JULY 1, 2023

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY AT SMITH-WILLS STADIUM ON JULY 1, 2023, AT A COST OF SEVENTEEN THOUSAND FIFTY DOLLARS (\$17,050.00). (WARD 1) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson would like to provide a fireworks display to celebrate the 4th of July; and

WHEREAS, the fireworks display will take place on Saturday, July 01, 2023, at Smith-Wills Stadium, located at 1200 Lakeland Drive; and

WHEREAS, Artisan Pyrotechnics, Inc., (“Artisan Pyrotechnics”) has agreed to provide a safe fireworks display on the above referenced date for a cost not to exceed Seventeen Thousand Fifty Dollars (\$17,050.00); and

WHEREAS, Artisan Pyrotechnics will provide the City of Jackson with proof of insurance coverage in connection with the Production of the fireworks display for bodily injury and property damage coverage in the amount of One Million Dollars (\$1,000,000.00), combined single limits. This policy will cover Artisan Pyrotechnics’ activities and services in connection with the fireworks display discussed above, and will list the City of Jackson as an additional insured under the terms of the coverage; and

WHEREAS, sufficient monies covering the cost of the fireworks display will be paid by the City of Jackson’s Parks and Recreations Department, upon acceptance by the governing authorities; thus

IT IS THEREFORE ORDERED, that the Mayor shall be authorized to execute a contract with Artisan Pyrotechnics to provide a fireworks display at Smith Wills Stadium to be held on Saturday, July 01, 2023.

IT IS FURTHER ORDERED, that payment to Artisan Pyrotechnics will not exceed Seventeen Thousand Fifty Dollars (\$17,050.00) and that said payment is to be made to Artisan Pyrotechnics after the exhibition.

Agenda Item No. 23
June 22, 2023
(Harris, Lumumba)



Memo

To: Chokwe Lumuba, Mayor

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

Date: June 16, 2023

Re: **FIREWORK DISPLAY – SATURDAY, JULY 01, 2023**

This Order is requesting authorization for the mayor to execute an agreement between the City of Jackson, Mississippi and Artisan Pyrotechnics Inc., in the amount of \$17, 050.00, for a firework display at the Smith Will Stadium, located at 1200 Lakeland Drive on Saturday, July 01, 2023.

The Department of Parks and Recreations believed executing this agreement is in the best interest of the City of Jackson and the Department, and recommends that this Order is approved.

IBHjr / sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 16, 2023

POINTS		COMMENTS																														
1.	Brief Description	This Order is requesting authorization for the mayor to execute an agreement between the City of Jackson, Mississippi and Artisan Pyrotechnics Inc., in the amount of \$17,050.00 , for a <u>firework display</u> at the Smith Will Stadium, located at 1200 Lakeland Drive on Saturday, July 01, 2023 .																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Crime Prevention																														
3.	Who will be affected	Youth, Citizens, Guest, and Businesses of the City of Jackson																														
4.	Benefits	Provides citizens the opportunity to view and enjoy safe fireworks display production.																														
5.	Schedule (beginning date)	Upon Council Approval																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																														
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																														
8.	COST	Seventeen Thousand Fifty Dollars (\$17,050.00)																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Parks and Recreation Department																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No ___</td> <td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No ___</td> <td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No ___</td> <td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No ___</td> <td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No ___</td> <td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
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HBE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											
NABE	_____ %	WAIVER	___ Yes ___ No ___	N/A	<u>X</u>																											


Office of the City Attorney

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



OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY AT SMITH-WILLS STADIUM ON JULY 1, 2023, AT A COST OF SEVENTEEN THOUSAND FIFTY DOLLARS (\$17,050)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Justin Powell, Deputy City Attorney JP

6/16/23
Date

24

OFFICE OF THE CITY ATTORNEY
6/22/23

ORDER RATIFYING PAYMENTS FOR ALARM SERVICES PROVIDED BY PENNINGTON AND TRIM ALARM SERVICES, INC., TO THE JACKSON ZOO GIFT SHOP, IN THE AMOUNT OF FORTY-TWO DOLLARS (\$42.00) (HARRIS, LUMUMBA)

WHEREAS, Pennington and Trim Alarm Services, Inc., (“Pennington & Trim”) provided alarm services to the Jackson Zoo Gift Shop; and

WHEREAS, Pennington & Trim provided alarm services to the Jackson Zoo Gift Shop from May 1, 2023, to May 31, 2023; and

WHEREAS, Pennington & Trim is a for-profit corporation in good standing with the State of Mississippi since December 11, 1987; and

WHEREAS, Pennington & Trim provided services to the Jackson Zoo Gift Shop since the year 2020; thus

IT IS THEREFORE ORDERED, that a payment in the amount of Forty-Two Dollars (\$42.00) be made to Pennington & Trim from account no. 390-498.00-6419 for providing alarm services to the Jackson Zoo Gift Shop from May 01, 2023, through May 31, 2023.

Agenda Item No.
June 22, 2023
(Harris, Lumumba)

24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 04/27/2023

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order Ratifying Payments for Alarm Services Provided by Pennington and Trim Alarm Services, Inc., in the amount of Forty-Two Dollars (\$42.00) for services provided to the Jackson Zoo Gift Shop.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	Provided services to the Jackson Zoo Gift Shop from May 1, 2023, to May 31, 2023.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide No
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Parks and Recreation Department
8.	COST	Forty-Two Dollars (\$42.00)
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account No. 390-498.00-6419 - \$42.00
10.	EBO participation	ABE _____ % WAIVER ___ Yes ___ No ___ N/A ___ X AABE _____ % WAIVER ___ Yes ___ No ___ N/A ___ X WBE _____ % WAIVER ___ Yes ___ No ___ N/A ___ X HBE _____ % WAIVER ___ Yes ___ No ___ N/A ___ X NABE _____ % WAIVER ___ Yes ___ No ___ N/A ___ X

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

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

DATE: June 12, 2023

RE: Ratifying Payments Pennington and Trim Alarm Services, Inc.

Order ratifying payment for alarm services provided by Pennington and Trim Alarm Services, Inc. in the amount of Forty-Two Dollars (\$42.00) to the Jackson Zoo Gift Shop.

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/js



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
PENNINGTON & TRIM ALARM SERVICES, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	8706020
Status:	Good Standing
Effective Date:	12/11/1987
State of Incorporation:	Mississippi
Principal Office Address:	4374 Mangum Drive, Suite C Flowood, MS 39232

Registered Agent

Name
 DANA TRIM
 4374 MANGUM DRIVE STE C
 FLOWOOD, MS 39232

Officers & Directors

Name	Title
Edward D Trim 4374 Mangum Dr #c Flowood, MS 39232	Director, President
Dana Trim 4374 Mangum Dr #c Flowood, MS 39232	Director, Secretary, Treasurer, Vice President

Pennington & Trim Alarms - MS LIC#15006301
4374 Mangum Drive, Suite C
Flowood, MS 39232

Phone: 1(601)939-5231 Fax: 1(601)939-2716

Invoice Number
 Sale Date
 Due Date

786669
 5/1/2023
 5/20/2023

CITY OF JACKSON, JACKSON ZOO
 SHANNON AMOS
 GIFT SHOP
 P.O. BOX 17
 JACKSON, MS 39205

Description	Qty	Price	Net	Tax	Total
WIRELESS MONITORING SERVICE	1	\$42.00	\$42.00	\$0.00	\$42.00

For: JACKSON ZOO GIFT SHOP at 2918 WEST CAPITOL STREET JACKSON, MS 39209
 Period Covered: 05/01/2023 to 05/31/2023 inclusive.

TOTALS	\$42.00	\$0.00	\$42.00
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-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : CITY OF JACKSON, JACKSON ZOO



Due This Inv.	\$42.00	Amount Remitted	<input type="text"/>	Invoice Number	786669
Payment Method	Check <input type="checkbox"/>	Check Number	<input type="text"/>	Bill Payer ID	17664
				Date Remitted	<input type="text"/>

Please remit to : Pennington & Trim Alarms - MS LIC#15006301, 4374 Mangum Drive, Suite C , Flowood, MS 39232

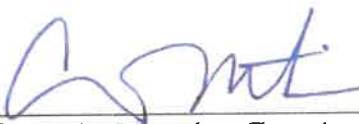
Inv No. 786669


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENTS FOR ALARM SERVICES PROVIDED BY PENNINGTON AND TRIM ALARM SERVICES, INC., TO THE JACKSON ZOO GIFT SHOP, IN THE AMOUNT OF FORTY-TWO DOLLARS (\$42.00)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Justin Powell, Deputy City Attorney 



Date

6/12/23
OFFICE OF THE CITY ATTORNEY

25

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIEWPOINT (OPENGOV) GOVERNMENT SOLUTIONS, INC. FOR THE PROVISION OF PERMITTING, LICENSING, AND ENFORCEMENT SOFTWARE AND IMPLEMENTATION SERVICES.

OFFICE OF THE ATTORNEY GENERAL

WHEREAS, the Department of Planning and Development determined that it was in the City's best interest to seek a provider for Permitting, Licensing, and Enforcement Software and Implementation Services; and

WHEREAS, the City desired to have modern web form capabilities that allow staff to accept online applications, accept online payments, have full control to customize workflows, allow applicants to track applications, and to allow field staff to have full functionality to edit inspections in the field; and

WHEREAS, the City issued a Request for Proposal on January 10, 2019 for a Permitting, Licensing, and Enforcement Software and Implementation Services company for the Department of Planning and Development and received responses from three software companies; and

WHEREAS, ViewPoint Government Solutions, Inc. has been determined to provide the best value for its permitting, licensing, inspections, land use, and code enforcement software needs with the response from ViewPoint Government Solution; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the implementation of the proposed software services in its permitting, licensing, inspection, land use, and code enforcement processes; and

WHEREAS, the City entered into a three-year contract with Viewpoint Government Solutions of which will expire October 1, 2023; and

WHEREAS, under Mississippi law, a contract for services in which software is an ancillary benefit is not subject to competitive bidding requirements; and

WHEREAS, the Department of Planning and Development recommends extending the Contract with ViewPoint Government Solutions, Inc. for an additional three years.

IT IS THEREFORE ORDERED that the Mayor is authorized to enter into an agreement with ViewPoint Government Solutions, Inc. for the provision of permitting, licensing, and enforcement software and implementation services for FY 2023-2024 with options for annual subscription renewal through FY 2025-2026 at the rates stated for each annual subscription year.

IT IS, THEREFORE ORDERED that the City shall pay ViewPoint Government Solutions, Inc. an estimated amount not to exceed \$39,081.82 for subscription costs remaining for FY 2022-2023.

IT IS FURTHER ORDERED that the City shall pay ViewPoint Government Solutions, Inc. an estimated amount in FY 2023-2024 not to exceed \$192,608.57 for the implementation and annual subscription.

IT IS FURTHER ORDERED that the Mayor shall be authorized to renew the subscription for the year 2024-2025 and pay a sum not to exceed \$202,238.99 for the annual subscription.

IT IS FURTHER ORDERED that the Mayor shall be authorized to renew the subscription for the year 2025-2026 and pay a sum not to exceed \$212,350.94.

Agenda Item No. 25
June 22, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: May 9, 2023.

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIEWPOINT (OPENGOV) GOVERNMENT SOLUTIONS, INC. FOR THE PROVISION OF PERMITTING, LICENSING, AND ENFORCEMENT SOFTWARE AND IMPLEMENTATION SERVICES
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of life Neighborhood Enhancement Crime Prevention
3.	Who will be affected	
4.	Benefits	
5.	Schedule (beginning date)	Upon passage.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	All Wards Yes City Wide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development
8.	COST	N/A
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	From: : 085.809.20.6419 \$50,000.00
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A

Department of Planning and Development



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

MEMORANDUM

To: Mayor Chokwe Lumumba

From: Chloe Dotson
Department of Planning and Development

Date: May 10, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda order authorizing the Mayor to enter into an agreement with ViewPoint (OPENGOV) Government Solutions INC. For the provisions of permitting, licensing, and enforcement software and implementation of services for the next three (3) years.

Funds will be used from the professional services account.

From: 085.809.20.6419 \$607,198.50

Please feel free to contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VIEWPOINT (OPENGOV) GOVERNMENT SOLUTIONS, INC. FOR THE PROVISION OF PERMITTING, ICENSING, AND ENFORCEMENT SOFTWARE AND IMPLEMENTATION SERVICES is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY



Catoria Martin, City Attorney

KM by email

6/14/23

Date

26

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
ENGINEERING AGREEMENT WITH STANTEC CONSULTING
SERVICES, INC. FOR THE EUBANKS CREEK DRAINAGE
IMPROVEMENTS PROJECT (STATE STREET TO OLD CANTON
ROAD)**

OFFICE OF THE CITY ATTORNEY
6/22/23
11:02

WHEREAS, the Mississippi Legislature provided \$500,000.00 to the City of Jackson for drainage improvements to Eubanks Creek from State Street to Old Canton Road; and

WHEREAS, the City Engineer selected Stantec Consulting Services, Inc., which has previously completed some hydraulic and survey work on this section of Eubanks Creek, to provide engineering services for the entire stretch from State Street to Old Canton Road; and

WHEREAS, Stantec has provided a proposed contract for the project with an amount not to exceed \$144,156.18; and

WHEREAS, the scope of work under the project will consist of the following:

Phase 1 Services: Eagle Avenue to Old Canton Road

Engineer will perform the following services for Eubanks Creek from Eagle Avenue to Old Canton Road:

- a. Survey work to included: A topographical survey will not be performed for this phase of the project. LIDAR will be used to approximate existing contours.
- b. Review HEC-RAS modeling from previous study and make recommendations for channel lining.
- c. A field inspection will be performed to identify areas where erosion has occurred or is susceptible to occur.
- d. Review HEC-RAS modeling from previous study and make recommendations for channel lining.
- e. A report of recommendations for remediation will be provided to address the findings.

Phase 2 Services: State Stret to Eagle Avenue

Engineer will perform the following services for Eubanks Creek from State Street to Eagle Avenue.

Agenda Item No. 26
June 22, 2023
(R.Lee, Lumumba)

1. Engineer will use the topographical survey data collected from the previous project. We will collect additional data as needed to support the hydraulic analysis.
2. Engineer will perform a hydrologic analysis of Eubanks Creek from State Street to Eagle Avenue to determine a proposed cross-section for channel improvements.
 - a. Analyze water-surface elevation information and compare to FFE (possible g removal/relocation).
 - b. Determine possible locations for stormwater detention within the project area.
 - c. Provide recommendations for bridge removal/replacement.
 - d. Prepare report of conceptual recommendations.
3. A geotechnical investigation will **not** be conducted as part of this phase of the project since a previous report provided recommendations. If additional Geotechnical Engineering is required once it is determined how the city would like to proceed with Phase 2, a supplemental agreement will be required to perform these services.
4. Once the hydraulic analysis has been performed, the Engineer shall develop up to three (3) conceptual drawings.
5. Engineer will participate in a review meeting with the Owner to develop a scope of work to move forward with the design, bidding and right-of-way acquisition phases; and

WHEREAS, Stantect Consulting Services, Inc. will also conduct the following environmental activities as part of the scope of work:

We propose to complete a wetland and other waters assessment within the boundaries of the project from State Street to Old Canton Road to determine the extent and location of any jurisdictional wetlands and/or "other waters of the United States" that may exist under the U.S. Army Corps of Engineers (USACE), Vicksburg District's purview. Once this is established, we would submit a preliminary map to you for review. If acceptable, we would then complete the mapping and draft the wetland and other waters report. This report would contain the required information to coordinate our findings with the USACE for the issuance of a jurisdictional determination, if needed. This will define the extent and location of any jurisdictional waters on the property and include concurrence from the USACE after their review.

Prior to submitting any documentation to the USACE, we would first submit our initial findings to you for review and approval as well as to discuss any potential permit/mitigation requirements that may be needed prior to construction. The assessment would provide a baseline document that would be used to determine if any potential permitting, and mitigation requirements may be.

Phase I (Eagle Avenue to Old Canton Road) Nationwide Permit

For the purpose of this proposal, it is assumed that the U.S. Army Corps of Engineers, Vicksburg District (USACE) will require the project to be authorized under a Nationwide Permit. This includes preparation of the pre-construction notification (PCN) submittal, agency meetings, and agency coordination required to complete the permit action. If an individual permit from the USACE is required, we would provide a separate budget specific to the permitting actions that would be required.

Phase II (State Street to Eagle Avenue) Nationwide Permit

For the purpose of this proposal, it is assumed that the U.S. Army Corps of Engineers, Vicksburg District (USACE) will require the project to be authorized under a Nationwide Permit. This includes preparation of the pre-construction notification (PCN) submittal, agency meetings, and agency coordination required to complete the permit action. If an individual permit from the USACE is required, we would provide a separate budget specific to the permitting actions that would be required.

USFWS Threatened & Endangered Species Coordination

We would complete the field surveys for listed species during the wetland delineation. Please note that if specialized surveys, including but not limited to audible, mist netting, or aquatic, are required we would coordinate with your company and submit a supplemental budget.

Cultural Resources Desktop Review

As part of the permitting process, the USACE will require a desktop review of the project area. The USACE Regulatory Division could require a cultural resources survey within jurisdictional waters and adjacent upland buffers for all permit actions as a condition of the Section 404 Wetlands Permit process. If additional survey requirements are necessary, we would submit an additional budget at that time.

Conclusion

It is important to understand with this type of stream project that slight variations in the project scope and design will determine the type of permit that will be necessary and the amount of mitigation that may be required. Early coordination will be extremely important in the execution of this project. This cost does not include any wetland or stream mitigation costs that may be associated with the construction of the project. Our goal is to obtain the permit authorization from the USACE and minimize wetland impacts, thus minimizing mitigation cost. If compensatory mitigation is required, the purchase of wetland/stream credits would be a transaction between the client and the mitigation bank. Headwaters neither owns nor brokers mitigation credits; and

WHEREAS, the cost of this agreement to the City, including the cost for subconsultants and reimbursable costs will not exceed \$144,156.18; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize the Mayor to execute the proposed professional engineering services with Stantec Consulting Services, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an professional services engineering agreement with Stantec Consulting Services, Inc., for the Eubanks Creek Project (State Street to Old Canton Road) in an amount not to exceed \$144,156.18, consistent with the scope of work set forth above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 13, 2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Agreement with Stantec for the Eubanks Creek project (State St to Old Canton Rd)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents along Eubanks Creek from State St to Old Canton Rd
4.	Benefits	Design of a state funded drainage project
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Eubanks Creek from State St to Old Canton Rd (Ward 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	\$144,156.18
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	407 45190 6823 (Legislative Appropriation)
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 13, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing the Mayor to execute and engineering agreement with Stantec in the amount of \$144,156.18 for the Eubanks Creek project funded by a state Legislative appropriation. The project limits in the legislation is from State St to Old Canton Rd. As part of the project, Stantec will perform updated hydraulic modeling to prepare plans that will better address erosion and backyard flooding along this stretch of Eubanks Creek.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651 or 2091.


Office of the City Attorney

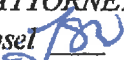
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE EUBANKS CREEK DRAINAGE IMPROVEMENTS PROJECT (STATE STREET TO OLD CANTON ROAD)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

6/15/23

DATE

27

ORDER ACCEPTING THE COMPETITIVE PROPOSAL OF UPCHURCH SERVICE, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS

OFFICE OF THE ATTORNEY
JUL 15 2023

WHEREAS, the City of Jackson solicited seal competitive proposals from two contractors, Upchurch Service, LLC and Custom Fire and Security (CFS) a preventive maintenance agreement for the building environmental systems at the Mississippi Museum of Art, located at 380 S. Lamar Street, Jackson, MS 39201; and

WHEREAS, the proposal received from Upchurch Service, LLC was determined to be the lowest and best proposal; and

WHEREAS, the term of the agreement is one year, beginning July 1, 2023, at an annual cost of \$33,580, payable in quarterly installments of \$8,395.00; and

WHEREAS, the agreement is renewable annually upon the mutual consent of the parties for two additional terms at an annual cost of \$34,600 for year two and \$35,630 for year three; and

WHEREAS, the agreement provides an annual preventive maintenance on the covered equipment and three operation inspections per year; and

WHEREAS, the agreement provides filter changes four times a year, including the MERV 8 filters; and

WHEREAS, the preventive maintenance on the covered equipment includes:

Job labor, and travel expenses required to clean, align, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency with the following typical activities included:

-CLEANING coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and Igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc

-CHANGING belts and filters on air handling equipment.

-ALIGNING belt drives; drive couplings; etc.

-TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

-ADJUSTING belt tension; super heat; fan RPM; water feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc;

Agenda Item No. 27
June 22, 2023
(R.Lee, Lumumba)

-LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.; and

WHEREAS, the operational inspections of the covered equipment includes:

Job labor and travel expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency with the following typical activities included:

-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

-INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.; and

WHEREAS, the equipment covered under the agreement is as follows:

Chiller 1 /155 ton
Chill water Pump
Chiller 2 /155 ton
Chill water Pump
Variable Frequency Drive #1
Variable Frequency Drive #2
Variable Frequency Drive #3
Variable Frequency Drive #4
Variable Frequency Drive #5
AHU 1
AHU 2
AHU 3
AHU 4
RTU 1
Humidifiers #1
Humidifiers #2
Humidifiers #3
Humidifiers #4

WHEREAS, the agreement covers preventive maintenance on all HVAC equipment, which includes the following:

Filter changes four times per year;

Belts will be changed on Air Handling Units one time per year;

Chiller condenser coils will be chemically cleaned one time per year;

One Annual HVAC Preventive Maintenance and three Operating inspections will be performed per year.

WHEREAS, the agreement provides basic preventative maintenance for building controls to include the following:

- Provide scissor lift to access VAV boxes for each scheduled controls preventative maintenance
- Quarterly site visits to monitor system operation and identify system deficiencies
- Update firmware when updates are available
- Backup of building controllers and graphics
- Support by Southern Controls Technicians

WHEREAS, all required repairs to covered equipment will be performed at "Preferred Customer Rates," which are a discount on normal rates and which are subject to change on an annual basis or as economic or conditions change; and

WHEREAS, either party may terminate the agreement on a 30-day notification; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the competitive proposal of Upchurch Service, LLC. as the lowest and best proposal.

IT IS, THEREFORE, ORDERED that the competitive proposal of Upchurch Service, LLC., is accepted as the lowest and best proposal consistent with the terms of that proposal and the terms set forth herein for the preventive maintenance of the building environmental systems at the Mississippi Museum of Art, located at 380 S. Lamar Street, Jackson, MS 39201.



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Robert Lee, Director
Department of Public Works

Date: June 05, 2023

Agenda Item: **ORDER ACCEPTING THE BID OF UPCHURCH SERVICE, LLC FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS (WARD 1)**

Item #: N/A
Council Meeting: Regular Council Meeting, June 20, 2023
Consultant/Contractor: UpChurch Service, LLC

Purpose: To maintenance the building environmental systems
Cost: \$STBD

Project/Contract Type: **MS Museum of Art**

Funding Source: **General Fund - 001. 453.00.6468**
Schedule/Time: **Upon City Council Approval**
DPW Manager: **Stan Arnold**

Background: Contractor shall provide all materials, equipment, and labor necessary to maintenance the building environmental systems.

**ORDER ACCEPTING THE BID OF UPCHURCH SERVICE, LLC FOR
THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL
SYSTEMS (WARD 1)**

WHEREAS, the City of Jackson solicited seal competitive bids from two contractors, UpChurch Service, LLC and Custom Fire and Security (CFS) to supply equipment and labor necessary to maintenance the building environmental systems at the Mississippi Museum of Art, located at 380 S. Lamar Street, Jackson, MS 39201; and

WHEREAS, the bid received from UpChurch Service, LLC. in an amount not to exceed \$STBD was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of UpChurch Service, LLC. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of UpChurch Service, LLC., in an amount not to exceed \$STBD is accepted as the lowest and best bid for the maintenance of the building environmental system at the Mississippi Museum of Art, located at 380 S. Lamar Street, Jackson, MS 39201 consistent with the bid solicitation.

BY: LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 05, 2023

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF UPCHURCH SERVICE, LLC FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS (WARD 1)			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 			
3.	Who will be affected	City of Jackson			
4.	Benefits	Building Environmental Systems			
5.	Schedule (beginning date)	Scheduled date following City Council Approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	This project is located in			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Building Ground Division			
8.	COST	\$STBD			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.453.00.6468			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
6/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE COMPETITIVE PROPOSAL OF UPCHURCH SERVICE, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS** is legally sufficient for placement in NOVUS Agenda.


CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

6/15/23
DATE



PREVENTIVE MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Agreement Number	Page
06/05/2023		1 of 5

BY AND BETWEEN:

Upchurch Services, LLC
741 Ridgewood Road
Ridgeland, MS 39157
(601) 605-2533

AND

Mississippi Museum of Art
380 S. Lamar St
Jackson, MS 39201
Attn: Stanley Arnold, Ruthie Massey

Hereinafter Contractor

Hereinafter Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION: MS Museum of Art 380 S. Lamar Street Jackson, MS 39201

Upchurch Services, LLC will provide the services described in the maintenance program and schedules which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth in this document.

MAINTENANCE PROGRAM: PREVENTIVE MAINTENANCE AGREEMENT

The AGREEMENT coverage will commence on 07/01/2023 (date) and end on 06/30/2024 (date).

The AGREEMENT price is \$33,580.00 per year payable \$8,395.00 per quarter plus applicable tax.

SCHEDULES INCLUDED: 1 Annual PM and 3 Operational Inspections per year. Includes filter changes (4 times per year).

This proposal is the proprietary property of Upchurch Services, LLC and is provided for Customer's use only. Upchurch Services, LLC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Upchurch Services, LLC as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Upchurch Services, LLC which is not expressed herein. This Agreement may be canceled by either party with a 30-day notice.

Offered by Upchurch Services, LLC

Accepted by:

Signature (Authorized Representative)

(Print/Type)

Name: **David Larson**

Title: **Sales Representative**

Date: **06/05/2023**

Signature (Authorized Representative)

(Print/Type)

Name:

Title:

Date:

PREVENTIVE MAINTENANCE AGREEMENT

Proposal Date	Agreement Number	Page
06/05/2023		2 of 5

Our Preventive Maintenance (PM) is designed to provide the Customer with an ongoing maintenance program. The PM program will be initiated, scheduled, administered, monitored and updated by Upchurch Services, LLC. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Upchurch Services, LLC's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

UPCHURCH SERVICES, LLC WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:

OPERATIONAL INSPECTION: Job labor and travel expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE Job labor, and travel expenses required to clean, align, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING** coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and Igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc
- CHANGING** belts and filters on air handling equipment.
- ALIGNING** belt drives; drive couplings; etc.
- TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING** belt tension; super heat; fan RPM; water feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

Equipment List

Proposal Date	Agreement Number	Page
06/05/2023		3 of 5

DESCRIPTION	MODEL #	SERIAL #	AREA SERVED
Chiller 1 /155 ton	Trane		
Chill water Pump			
Chiller 2 /155 ton	Trane		
Chill water Pump			
Variable Frequency Drive #1	Yaskawa		
Variable Frequency Drive #2	Yaskawa		
Variable Frequency Drive #3	Yaskawa		
Variable Frequency Drive #4	Yaskawa		
Variable Frequency Drive #5	Yaskawa		
AHU 1			
AHU 2			
AHU 3			
AHU 4			
RTU 1			
Humidifiers #1			
Humidifiers #2			
Humidifiers #3			
Humidifiers #4			

SPECIAL SERVICES/PROVISIONS

Proposal Date	Agreement Number	Page
06/05/2023		4 of 5

This service agreement covers preventive maintenance on all HVAC equipment.

HVAC – Basic Preventative Maintenance

Filter changes are Included Excluded from this agreement. Filters will be changed ~~four times~~ four times per year using the filters below:

- MERV 8
- MERV 11 Add \$500 to base price for MERV 11 Filters
- MERV 13 Add \$900 to base price for MERV 13 Filters

Belts will be changed on Air Handling Units one time per year.

Chiller condenser coils will be chemically cleaned one time per year.

One Annual HVAC Preventive Maintenance and three Operating inspections will be performed per year.

Building Controls – Basic Preventative Maintenance

- Provide scissor lift to access VAV boxes for each scheduled controls preventative maintenance
- Quarterly site visits to monitor system operation and identify system deficiencies
- Update firmware when updates are available
- Backup of building controllers and graphics
- Support by Southern Controls Technicians

All repairs will be performed at our "Preferred Customer Rates". These rates are subject to change on an annual basis or as economic or market conditions change. 2023 Preferred Customer Rates are listed on the attached sheet.

This agreement provides the following level of preventive maintenance documentation:

- All preventive maintenance tasking is documented on forms specific to each equipment type.
- Summary documentation provided upon completion of each preventive maintenance service.

This agreement is for a one-year term. However, it may be canceled by either party following a 30-day notification.

Annual renewals will be on mutual consent of both parties, at the rates below:

Multi-year pricing: Preventative Maintenance - HVAC equipment and Controls

Year 1	\$33,580
Year 2	\$34,600
Year 3	\$35,630

Prices shown above do not include sales tax.

Terms and Conditions

Proposal Date	Agreement Number	Page
06/05/2023		5 of 5

PREVENTIVE MAINTENANCE PROGRAM TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. ~~In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.~~
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition, if the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. ~~The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.~~
5. ~~Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.~~
6. Customer will promptly pay the undisputed portion of invoices within ten (10) ~~forty-five (45)~~ days of receipt. Should a payment become thirty (30) ~~more than forty five days~~ more delinquent, Contractor may stop all work under this Agreement after providing notice and allowing an opportunity to cure by making payment with fourteen (14) days' notice, without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, if successful, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. ~~Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.~~
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHAS Hazard Communication Standard Regulations.
15. ~~To the extent permitted by Mississippi law, Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).~~
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. ~~UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMERS TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.~~
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



**24 Hour Service
HVAC & Plumbing Services
2023 Labor Rates**

Normal Rates

Preferred Customer Rates

PLUMBING SERVICE

	Regular Time	Overtime	Regular Time	Overtime
Plumber:	\$95.00	\$142.50	\$85.00	\$127.50
Plumber Helper:	\$65.00	\$97.50	\$55.00	\$82.50
Backhoe/Mini Excavator:	\$500/Day		\$400/Day	
Hydro Jet:	\$175/Use/Day		\$150/Use/Day	
Video Camera:	\$125/Use/Day		\$100/Use/Day	
Small Drain Cleaning Machine	\$50/Use/Day		\$30/Use/Day	

HVAC SERVICE

	Regular Time	Overtime	Regular Time	Overtime
Master Technician:	\$115.00	\$172.50	\$105.00	\$157.50
Journeyman Technician:	\$105.00	\$157.50	\$95.00	\$142.50
HVAC Tradesman	\$85.00	\$127.50	\$75.00	\$112.50
HVAC Helper	\$65.00	\$97.50	\$55.00	\$82.50

ELECTRICAL:

	Regular Time	Overtime	Regular Time	Overtime
Electrician:	\$95.00	\$142.50	\$85.00	\$127.50
Electrician Helper:	\$65.00	\$97.50	\$55.00	\$82.50

TRIP CHARGE: \$35 per trip

PHONE NUMBERS

Ridgeland, MS Office

601-605-2533

Flowood, MS Office

601-932-7874

Horn Lake, MS Office

866-478-2325

Alan Loveless (General Manager)

601-672-1571

Paula Hulsebosch (Office Manager)

601-499-0356

Mark Ainsworth (Project Manager)

769-257-4066

Terrill Odom (Plumbing Service Manager)

601-951-0671

Josh Wigington (Sales Reprehensive Manager)

769-257-3358

Russ Carraway (Sales Representative)

601-209-5808

Joe Harben (Sales Representative)

601-372-5918

Bryan Williams (Sales Representative)

601-502-3405

Scott Tanksley (Sales Representative)

601-201-7955

David Larson (Sales Representative)

661-430-1212

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COUNCIL
6/25/23
123

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH CRAFTCROSWELL, LLC FOR FLOORING MATERIALS AND INSTALLATION AT THALIA MARA HALL IN PREPARATION FOR THE INTERNATIONAL BALLET COMPETITION AND AUTHORIZING PAYMENT

WHEREAS, the Mayor issued his Declaration Invoking the Emergency Procurement Procedure for the purpose of preparing Thalia Mara Hall and The Arts Center of Mississippi for the USA International Ballet Competition, which began June 10, 2023; and

WHEREAS, the City entered into a professional services agreement with Benchmark Construction Corporation to provide project management services for the renovations to both facilities; and

WHEREAS, as a part of those renovations, the City Council ratified a contract with CraftCroswell, LLC to provide and install flooring materials at Thalia Mara Hall in an amount not to exceed \$122,197.00; and

WHEREAS, the original contract ratified by the City Council did not include the cost of the Material Purchase Certificate, which is a 3.5% tax on the total contract price where that price exceeds \$10,000, which is imposed on a general contractor for all non-residential construction contracts, including governmental entities; and

WHEREAS, because the City is performing all the renovation work on both facilities without a general contractor, each contractor providing materials and construction would be considered a general contractor; and

WHEREAS, the change order for the MPC is \$4,427.32, which increases the total contract amount for the contract with CraftCroswell, LLC to \$126,624.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the construction contract with CraftCroswell, LLC for flooring materials and their installation at Thalia Mara Hall in the amount of \$4,427,32.

IT IS FURTHER ORDERED that final payment in the amount of \$126,624.00 to CraftCroswell, LLC for flooring materials and their installation at Thaila Mara Hall is hereby authorized.

Agenda Item No. 28
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 14, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH CRAFTCROSWELL, LLC FOR FLOORING MATERIALS AND INSTALLATION AT THALIA MARA HALL IN PREPARATION FOR THE INTERNATIONAL BALLET COMPETITION AND AUTHORIZING PAYMENT																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Persons attending events at Thalia Mara Hall																																													
4.	Benefits	Increases the aesthetic appeal and the quality for the experience																																													
5.	Schedule (beginning date)	Completed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Thalia Mara Hall																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works and Human & Cultural Services																																													
8.	COST	\$4,427.32																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	Bond funds for Thalia Mara Hall																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH CRAFTCROSWELL, LLC FOR FLOORING MATERIALS AND INSTALLATION AT THALIA MARA HALL IN PREPARATION FOR THE INTERNATIONAL BALLET COMPETITION AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

6/15/23
DATE



June 9, 2023

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

Re: Thalia Mara, carpet, base, ceramic, VCT, backstage included

Dear Ms. Martin:

Please find attached a revised proposal from Craft Crowell in the amount of \$126,624.00 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 'D. Marsh'.

David Marsh,
President

Accepted by: _____
City of Jackson, Mississippi

ORIGINAL



Quotation / Bid

110 Ridgeland Plaza Ridgeland, MS 39157 601-856-0061 Fax 601-856-9475

Benchmark Construction

TODAY'S DATE: March 10, 2023

Phone No:
FAX No:

PROJECT: Thalia Mann Hall Renovations

ATTN: David Marsh

BID DATE/TIME:

We are pleased to offer the following quotation. Offer good for 30 days from the above date. Please call 601-856-0061 if you have any questions. Out of town call 1-800-279-8881. Certificate of Responsibility Nos: MS #21117-MC LA #62166 TN #00062422 AL #6-66508 AR# 0408690122

Quantity:	Description:	Unit Price:	TOTAL:
1.00	Demo Existing Auditorium Carpet and Install New Carpet and Edging		\$80,500
1.00	Demo Existing Auditorium Base on Outside Walls and Install New		\$1,549
1.00	Patch and Repair Ceramic Tile in One Restroom		\$774
1.00	Clean Existing Carpet at 2 Lobbies		\$9,721
1.00	Patch VCT up to 44 SqFt		\$427
Alternates: Repair Bank Stair Treads Furnish and Install LVT and Rubber in Dressing Rooms and Corridor This includes Stripping existing VCT and Demo existing Carpet		\$859 \$94,371	
Notes: The Lead time on the Carpet is 2 to 3 Weeks. MPC to be supplied by GC. Carpet Cleaning can be scheduled 2 weeks from now.			
			\$86,973 \$859 \$34,371 \$122,197

STANDARD CONDITIONS

ADDENDA READ:

Subtotal

\$86,973

OF THIS BID / QUOTATION:

No Sales Tax is included in quote.

(To be incorporated into any final contract):

TOTAL QUOTE \$122,197

PRICE DOES NOT INCLUDE ANY REMEDIAL WORK ON THE CONCRETE TO BRING IT INTO REQUIRED MOISTURE TOLERANCES TO RECEIVE FLOORING.

CraffCroswell will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. Proposal is based on using ConsensusDOCS Sub-Contract Form #760. Any non-ConsensusDOCS Sub-Contract Form #760 shall not be binding upon CraffCroswell, unless and until signed by CraffCroswell. Unless specifically included in this proposal; CraffCroswell excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; The owner or general contractor must submit to the flooring contractor a written Asbestos Inspection Report by a Certified Asbestos Inspector; includes work only during regular hours and for a single phase job; Per CR1-104-2002, 7, site conditions; CraffCroswell shall not be responsible for any installation made by it upon surfaces that do not meet the specified contractual tolerance and/or manufacturer's recommended installation requirements as for Moisture, pH, surface variations (levelness & smoothness), or suitability of the subfloor. These standard conditions supersede any corresponding items in the subcontract, plans, and/or specifications. No subcontract item or items are valid or binding unless signed by CraffCroswell. Floor preparation will be billed on a time and material basis at \$45.00 per man-hour plus the cost of the materials. Client is subject to payment for stored materials. CraffCroswell will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. CraffCroswell is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CraffCroswell

Approved for order by:

Sid Nowell, Estimator

Revised



Quotation / Bid

116 Ridgeland Plaza Ridgeland, MS 39157 601-856-8861 Fax 601-856-9475

Benchmark Construction

TODAY'S DATE: June 9, 2023

Phone No:
FAX No:

PROJECT: Thalia Mara Hall Renovations

ATTN: David Marsh

BID DATE/TIME: February 8, 2023

We are pleased to offer the following quotation. Offer good for 30 days from the above date. Please call 601-856-8861 if you have any questions. Out of town call 1-800-279-8861. Certificate of Responsibility Nos: MS #21117-MC LA #62166 TN #00062422 AL #S-55508 AR# 0408590122

Quantity:	Description:	Unit Price:	TOTAL:
1.00	Demo Existing Auditorium Carpet and Install New Carpet and Edging		\$80,508
1.00	Demo Existing Auditorium Base on Outside Walls and Install New		\$1,543
1.00	Patch and Repair Ceramic Tile in One Restroom		\$774
1.00	Clean Existing Carpet at 2 Lobbies		\$3,721
1.00	Patch VCT up to 44 SqFt		\$427
Alternates: Repair Back Stair Treads Furnish and Install LVT and Rubber in Dressing Rooms and Corridor This Includes Stripping existing VCT and Demo existing Carpet			\$853 \$34,371
Notes: The Lead time on the Carpet is 2 to 3 Weeks. MPC to be supplied by GC. Carpet Cleaning can be scheduled 2 weeks from now. <i>**This proposal is valid for 45 days at which time material and freight prices may be increased</i>			

STANDARD CONDITIONS OF THIS BID / QUOTATION:

ADDENDA READ:

Subtotal	\$122,197
MPC TAX ADD	4,427.32
TOTAL QUOTE	\$126,624

(To be incorporated into any final contract):

PRICE DOES NOT INCLUDE ANY REMEDIAL WORK ON THE CONCRETE TO BRING IT INTO REQUIRED MOISTURE TOLERANCES TO RECEIVE FLOORING.

CraftCroswell will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. Proposal is based on using ConsensusDOCS Sub-Contract Form #750. Any non-ConsensusDOCS Sub-Contract Form #750 shall not be binding upon CraftCroswell, unless and until signed by CraftCroswell. Unless specifically included in this proposal, CraftCroswell excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement. The owner or general contractor must submit to the flooring contractor a written Asbestos Inspection Report by a Certified Asbestos Inspector; Includes work only during regular hours and for a single phase job; Per CRI-104-2002, 7. site conditions; CraftCroswell shall not be responsible for any installation made by it upon surfaces that do not meet the specified contractual tolerance and/or manufacturers recommended installation requirements as to: Moisture, pH, surface variations (levelness & smoothness), or suitability of the subfloor. These standard conditions supersede any corresponding items in the subcontract, plans, and/or specifications. No subcontract item or items are valid or binding unless signed by CraftCroswell. Floor preparation will be billed on a time and material basis at \$45.00 per man-hour plus the cost of the materials. Client is subject to payment for stored materials. CraftCroswell will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. CraftCroswell is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CraftCroswell

Approved for order by:

By:

Sid Newell

X

Sid Newell, Estimator

29

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
CITY OF JACKSON, MISSISSIPPI

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 were successfully underway under the management of Benchmark Construction Corporation (Benchmark); and

WHEREAS, however, due to delays in the delivery of materials and the requirement that most contractors suspend work at The Arts Center of Mississippi as June 6, 2023 because of the security requirements for the USA IBC, Benchmark was required to suspend the project and demobilize its managerial efforts until after the end of the USA IBC on June 24, 2023; and

WHEREAS, additional funding allocated for renovations at The Arts Center of Mississippi and additional projects required at Thalia Mara Hall, particularly, the installation of a temporary chiller, resulted in additional project management for Benchmark; 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 \$47,600/00, which will increase the not to exceed amount of the agreement from \$127,550.00 to 175,150.00; 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 Amendment No. 2 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 \$175,150.00.

Agenda Item No. 29
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/14/2023

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life								
3.	Who will be affected	Department of Public Works								
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees								
5.	Schedule (beginning date)	Upon Council Approval								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works; Department of Human & Cultural Services								
8.	COST	\$47,600.00								
9.	Source of Funding ■ Enterprise Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input checked="" type="checkbox"/> ■ Other <input type="checkbox"/>	Bond Funds for the Repair of Thalia Mara Hall and the Arts Center o Mississippi								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__

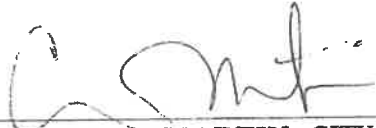
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

6/15/23

DATE

30

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

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
JUNE 16, 2023
FOR

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 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:

Agenda Item No. 30
June 22, 2023
(R.Lee, Lumumba)

Vendor	Services/Materials	Amount
Capitol Hardware	Fire Rated Doors	\$3,608.00
Capitol Hardware	Doors & Hardware	\$3,719.00
Elite Paint	Sand & Paint Metal Doors	\$9,400.00
Acoustics, Inc.	Sign Installation	\$1,947.00
West Architectural Specialties	Trash Cans	\$1,600.00
	Total	\$20,274.00

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

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/14/2023
DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	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																																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life																																														
3.	Who will be affected	Department of Public Works																																														
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees																																														
5.	Schedule (beginning date)	Upon Council Approval																																														
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide																																														
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works; Department of Human & Cultural Services																																														
8.	COST	\$20,274.00																																														
9.	Source of Funding ■ Enterprise Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input checked="" type="checkbox"/> ■ Other <input type="checkbox"/>	Bond Funds for the Repair of Thalia Mara Hall and the Arts Center of Mississippi																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> x </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> x </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> x </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> x </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u> x </u></td> </tr> </table>		ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> x </u>																																								



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: June 14, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item ratifying contracts with vendors to make repairs to Thalia Mara Hall and the Arts Center of Mississippi to prepare those venues for the upcoming USA IBC.


Please let me know if you have any questions.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39202-0277
Telephone: (601) 960-1756
Facsimile: (601) 960-1756
6/15/23

OFFICE OF THE CITY ATTORNEY

This **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** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

6/15/23

DATE

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

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"). 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. 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.

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. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained 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.


Today, the City 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.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

As a result, I am requesting the procurement of the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation, pursuant to Section 31-7-13 (j) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.




Robert Lee, P.E.
City Engineer and Interim Director

3/9/23

DATE

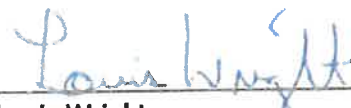
II. REVIEWED AND APPROVED



Torri Martin
City Attorney

3/9/23

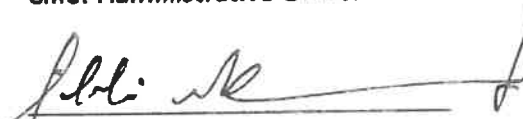
DATE



Louis Wright
Chief Administrative Officer

3/9/23

DATE



Fidelis Malembeka
Chief Financial Officer

3/9/23

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that present physical condition of the City of Jackson Arts Center constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for the construction services and materials necessary to make the repairs and renovations identified by the two architectural firms and Benchmark Construction Corporation are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective February 28, 2023.



CHOKWE A. LUMUMBA
Mayor

3/9/23

DATE

Department of Public Works



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

Chokwe Antar Lummba
Mayor of the City of Jackson

MEMORANDUM

TO: Robert Lee, City Engineer and Interim Director of the Department of Public Works

FROM: Terry S. Williamson, Legal Counsel *TSW*

RE: Repairs to City Facilities Necessary to Hosting the USA International Ballet Competition

DATE: February 28, 2023

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"). 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. 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.

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. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained 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.

Today, the City 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.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

Please let me know if you have any questions.



BENCHMARK

June 5, 2023

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

Re: Thalia Mara – Fire Rated Doors

Dear Ms. Martin:

Please find attached a proposal from Capitol Hardware in the amount of \$3,608.00. 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: 6/5/23

TO: CITY OF JACKSON - THALIA MARA
C/O BENCHMARK CONST.
ATTN: DAVE MARSH

JOB: THALIA MARA SOUTHEAST INTERIOR
STAIR FIRE RATED DOOR
JACKSON, MS.

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE SUM OF \$ 3,608.00

THREE THOUSAND SIX HUNDRED EIGHT AND NO/100

- (1) EACH FIRE RATED "F" HM DOOR PRIMED - FIELD PAINTED BY OTHERS
- (1) SET HARDWARE - CONT. HINGE, RIM EXIT DEVICE NON LOCKING X LEVER TRIM, STD. INSTALLATION DOOR CLOSER, KICKPLATE, STOP, GASKETING & SILENCERS
- (1) LOT INSTALLATION LABOR INCLUDED

EXCLUSIONS

1. FIELD PAINTING OF HM DOOR
2. HM DOOR IS FLUSH WITH NO VISION LITE

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.



BENCHMARK

MISSISSIPPI
CORPORATION

June 5, 2023

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

Re: Thalia Mara – Doors & Hardware

Dear Ms. Martin:

Please find attached a proposal from Capitol Hardware in the amount of \$3,719.00. 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: 6/5/23

TO: CITY OF JACKSON - THALIA MARA
C/O BENCHMARK CONST.
ATTN: DAVE MARSH

JOB: THALIA MARA - GREEN ROOM
DOOR
JACKSON, MS.

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE SUM OF \$ 3,719.00

THREE THOUSAND SEVEN HUNDRED NINETEEN AND NO/100

- (1) EACH "F" GALV. HM DOOR PRIMED - FIELD PAINTED BY OTHERS
- (1) SET HARDWARE - CONT. HINGE, RIM EXIT DEVICE - NO OUTSIDE TRIM PA HEAVY ARM W/STOP DOOR CLOSER, KICKPLATE, THRESHOLD, W/STRIPPING & DRIP CAP.
- (1) LOT INSTALLATION LABOR INCLUDED

EXCLUSIONS

1. FIELD PAINTING OF HM DOOR
2. HM DOOR IS FLUSH WITH NO VISION LITE

Terms are net 30 days of delivery, without retainage, and plus any and all applicable taxes; FOB warehouse with freight allowed to meter 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.



BENCHMARK

June 5, 2023

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

Re: Arts Center – Sand & Paint Metal Door Frames

Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$9,400.00. 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



ELITE PAINT LLC
156 Greenfield Ridge Dr.
Brandon, Ms, 39042
josef@elitepaintllc.com
Cell 601-717-2976

TO: BENCHMARK CONSTRUCTION

1867 Crane Ridge Drive Suite 200-A
Jackson, MS 39216

PROPOSAL

estimate

Date

#062

June/5/23

Project: Art Center.
Address: Jackson MS.

HM frames

Sand & paint metal door frames

miscellaneous paint not in original scope

Total estimate \$ 9,400 .

Respectfully, Jose Fonseca



BENCHMARK

June 7, 2023

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

Re: Thalia Mara – Sign Installation

Dear Ms. Martin:

Please find attached a proposal from Acoustics, Inc. in the amount of \$1,947.00. 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

**ACOUSTICS INC
209 PARK COURT
RIDGELAND, MS 39157**

**PROPOSAL
CR#02788**

DATE: June 07, 2023

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: THALIA MARA HALL SIGN INSTALL

PROVIDE THE FOLLOWING TO HANG OWNER PROVIDED SIGN:

- LABOR
- SUPERVISION
- MISC MATERIALS
- EQUIPMENT RENTAL
- TRANSPORTATION
- MS SALES TAX

TOTAL PRICE.....\$1,947

QUALIFICATIONS:

**PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSESUSDOCS 750
SALES TAX INCLUDED IN ABOVE PRICE
NO P&P BOND INCLUDED, CAN BE ADDED FOR ADDITIONAL COST (RATES VARY DEPENDING ON CONTRACT AMT)**

If any amount is not paid within 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delinquent amount at the maximum rate permitted by law and all expenses of collections; including attorney fees.

Conditions: Standard AIA contract to be used. All materials guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from work specified above and involving additional costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon, accidents, or delays beyond our control. Owner to carry standard Builders Risk Insurance. Our workers are fully covered by Workman's Compensation Insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date of Acceptance:

Respectfully Submitted

By:

John Lyle

Note: This proposal is valid for 30 days.



BENCHMARK

June 7, 2023

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

Re: Arts Center – Trash Cans

Dear Ms. Martin:

Please find attached a proposal from West Architectural Specialties in the amount of \$1,600.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,
President

Accepted by:

City of Jackson, Mississippi

QUOTATION

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



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

To: **City of Jackson**

Date: **06.07.2023**

C/o Benchmark Construction

PROJECT: Arts Center Renovations, City of Jackson, Jackson, Mississippi

Addenda Acknowledged: N/A

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

Waste Receptacles: as requested & as identified below

6 ea. Free-standing waste receptacles (15-gallon capacity) with domed top, open hole

Black powder coat finish

Safco Model 9639BL

Detail sheet provided to Steve Davis for review and approval. Approved 06.06.2023

Delivered and set in place in each restroom

FOR THE SUM OF.....\$ 1,600.00

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

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

F.O.B. Factory, Freight allowed jobsite

MS COR# 17654-SC

Taxes: Not Included

TERMS: NET, 30 DAYS

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

Accepted: _____

This proposal is subject to the approval of the architect.

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

31

ORDER AMENDING ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT, EMULSIONS, INC., & ADCAMP, INC. FOR A TWELVE-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74507-051623)

6/15/23
 74507-051623
 ATTORNEY

WHEREAS, bid number 74507-051623 for a twelve month supply of Asphaltic Paving Materials was awarded June 6, 2023 and recorded at minute book 51, page 370; and

WHEREAS, the bid order presented, contained a typographical error in the pricing of the bid of Dickerson & Bowen, Inc. for item 8., Hot Bituminous Pavement, Surface Course (SC-1); and

WHEREAS, the correct bid amount of Dickerson & Bowen, Inc. for item 8., Hot Bituminous Pavement, Surface Course (SC-1) is \$82.50 per ton.

IT IS, THEREFORE, ORDERED that bid 74507-051623 be amended and restated as follows:

Dickerson & Bowen, Inc., P. O. Box 1008, Brookhaven, MS 39602, 2642 S. Gallatin Street, Jackson, MS 39204, Blake Clarke, (601) 969-2002, bclarke@dickersonandbowen.com

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$75.00 Ton	No bid
2.	Asphaltic Binder Course	\$79.00 Ton	No bid
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$79.00 Ton	No bid
6.	Plant Mix Bituminous Base Course (BB-1)	\$75.00 Ton	No bid
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$82.50 Ton	No bid
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$82.50 Ton	No bid

***APAC-Mississippi, Inc. P. O Box 24508, Jackson, MS 39225-4508, 101 Riverview Drive, Richland, MS 39218, Terry May, (601) 376-4000, john.may@apac.com**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$77.00 Ton	\$83.00 Ton
2.	Asphaltic Binder Course	\$79.00 Ton	\$85.00 Ton
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$81.00 Ton	\$87.00 Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$149.00 Ton	\$157.00 Ton
6.	Plant Mix Bituminous Base Course (BB-1)	\$79.00Ton	\$85.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$84.00 Ton	\$89.00 Ton

Agenda Item No. 31
 June 22, 2023
 (R.Lee, Lumumba)

8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$84.00 Ton	\$89.00 Ton
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***Ergon Asphalt & Emulsions, Inc., P. O. Box 23028, Jackson, MS 39225, 2829 Lakeland Drive, Flowood, MS 39232, Amy L. Walker, (601) 933-3000, amy.walker@ergon.com**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
5.	Asphalt Emulsion (SS#1 Tack)	\$3.50 Gallon	\$3.75 Gallon
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$4.00 Gallon	\$4.25 Gallon

***ADCAMP, INC., P.O. Box 54246, Jackson, MS, 39288-4246, 1353 Flowood Drive, Flowood, MS 39232, Ralph Barnes, (601) 939-4493, ralph@adcampinc.com**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
6.	Plant Mix Bituminous Base Course (BB-1)	\$85.00 Ton	\$105.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$92.00 Ton	\$112.00 Ton
8.	Hot Bituminous Pavement, Surface Course (Sc-1)	\$92.00 Ton	\$112.00 Ton

IT IS THEREFORE ORDERED that the bids of Dickerson & Bowen for bid items 1, 2, 3, 6, 7 & 8 for pick-up, in the amounts set forth above, are accepted as the lowest and best bids.

IT IS FURTHER ORDERED that the bid of APAC-Mississippi, Inc. for bid item 4 for both pick-up and delivery, in the amount set forth above, is accepted as the lowest and best bid and that the bids for bid items 1, 2, 3, 4, 6, ,7 & 8 for delivery are accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the bids of Ergon Asphalt & Emulsions, Inc. for bid items 5 & 9 for both pick-up and delivery, in the amounts set forth above, are accepted as the lowest and best bids.

R. Lee, Lumumba

IT IS FURTHER ORDERED that, in accordance with Section 31-7-13 (f) of the Mississippi Code, the following bids, in the amounts set forth above, are accepted as alternative bids in the event the commodity is unavailable from the lowest and best bidder:

APAC-Mississippi, Inc.: Items 1, 2, 3, 6, 7 & 8 for pick-up;

ADCAMP, Inc.: Items 6, 7 & 8 for pick-up or for delivery.


R. Lee, Lumumba


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-4799
Facsimile: (601) 960-1756
6/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT, EMULSIONS, INC., & ADCAMP, INC. FOR A TWELVE-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74507-051623)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

6/15/23

DATE

32

OFFICE OF THE ATTORNEY
6/15/2023

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, TRAFFIC MAINTENANCE DIVISION

WHEREAS, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Public Works, namely damage to traffic signals caused by motor vehicle accidents; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding for these unanticipated needs; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
001 44820 6485	001 44820 6826	\$ 69,900.00.

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

From Account	To Account	Amount
001 44820 6485	001 44820 6826	\$ 69,900.00.

IT IS FURTHER ORDERED that this revision to the budget of the Department of Public Works be published in accordance with Section 21-35-25 of the Mississippi Code.

Agenda Item No. 32
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 14, 2023

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS (TRAFFIC MAINTENANCE DIVISION)	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6.	Infrastructure and Transportation
		7.	Quality of Life
3.	Who will be affected	City of Jackson	
4.	Benefits	Adjust the budget of Public Works	
5.	Schedule (beginning date)	Upon Council approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works	
8.	COST	Move \$69,900.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 1	
10.	EBO participation	ABE _____ %	WAIVER yes ___ no ___ N/A _____
		AABE _____ %	WAIVER yes ___ no ___ N/A _____
		WBE _____ %	WAIVER yes ___ no ___ N/A _____
		HBE _____ %	WAIVER yes ___ no ___ N/A _____
		NABE _____ %	WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Director & City Engineer

Date: June 14, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item requesting revisions to 2022-2023 budget for the Department of Public Works Traffic Maintenance Division. The cross-category move within the traffic signal division will allow for funds sitting in a non-capital construction line item be moved to capital emergency repair line item.

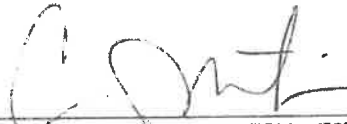
It is the recommendation of this office that this item be approved. If you have any questions, please call me.


Office of the City Attorney

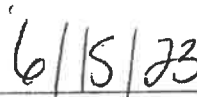
OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1729
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, TRAFFIC MAINTENANCE DIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

33

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION

WHEREAS, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Public Works, Solid Waste Division, namely the purchase much needed software and computer hardware for the continued functions of the division and the rental of a dump truck to complete the development of the cell expansion at the City Rubbish fill; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding for these unanticipated needs; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
009-455.10.6317	009-455.10.6242	\$ 6,000
009-506.10.6916	009-506.10.6514	\$ 114,000

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

From Account	To Account	Amount
009-455.10.6317	009-455.10.6242	\$ 6,000
009-506.10.6916	009-506.10.6514	\$ 114,000

IT IS FURTHER ORDERED that this revision to the budget of Fund 9, the Solid Waste Fund, be published in accordance with Section 21-35-25 of the Mississippi Code.

Agenda Item No. 33
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 8, 2023

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development				
3.	Who will be affected					
4.	Benefits	Reallocate funds for the purchase of needed software, computer hardware and rental of a dump truck.				
5.	Schedule (beginning date)					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Department of Public Works/Solid Waste				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works				
8.	COST	\$120,000				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	009-455.10.6242 - \$6,000 009-506.10.6916 - \$114,000				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: June 8, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item requesting revisions to 2022-2023 budget for the Department of Public Works. Public Works needs to revise parts of the budget in Fund 009 (Solid Waste) to fund the purchase much needed software and computer hardware for the continued functions of the division. The revision is also needed for the rental of a dump truck to complete the development of the cell expansion at the City Rubbish fill. These funds will move from current line items across categories to Capital Outlay and Other Services and Charges.

It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION** is legally sufficient for placement in NOVUS Agenda.



Terry Williamson, Legal Counsel

6/16/2023

DATE

34

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, CARE & MAINTENANCE DIVISION

OFFICE OF THE CLERK OF THE SUPERIOR COURT
JUL 11 2023

WHEREAS, certain unanticipated needs and allocations in the amount of \$8,661.77 have arisen within the adoption of the Fiscal Year 2022-2023 budget, namely to purchase computers and lawn care equipment for the Division; and

WHEREAS, the Fiscal Year 2022-2023 budget must be revised to provide funding to purchase equipment for daily operation at the facility etc.; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
001-453.00.6468	001-453.00.6241	\$4,850.12
001-453.00.6468	001.453.00.6242	\$3,811.65

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 budget of the Department of Public Works, Care & Maintenance Division, be revised in the amount of \$8,661.77 as follows:

From Account	To Account	Amount
001-453.00.6468	001-453.00.6241	\$4,850.12
001-453.00.6468	001.453.00.6242	\$3,811.65

IT IS FURTHER ORDERED that this revision to the budget of the Department of Public Works be published in accordance with Section 21-35-25 of the Mississippi Code.

Agenda Item No. 34
June 22, 2023
(R.Lee, Lumumba)



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba

From: Robert Lee, Director
Department of Public Works

Date: June 12, 2023

Agenda Item: ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/CARE & MAINTENANCE SECTION (ALL WARDS)

Council Meeting: Regular Council Meeting, June 20, 2023
Consultant/Contractor: N/A

Purpose: To purchase computers and lawn care equipment for the division.

Cost: \$ 8,661.77

Project/Contract Type: N/A

Funding Source: General Fund - 001.453.00.6468

Schedule/Time: June 20, 2023

DPW Manager: Stanley Arnold

Background: The Care & Maintenance Section will use these funds to purchase computers and lawn care equipment for the division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 12, 2023
DATE

(as revised 3/6/01)


P O I N T S		C O M M E N T S					
1.	Brief Description / Purpose	ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/CARE & MAINTENANCE SECTION (ALL WARDS)					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life					
3.	Who will be affected	Citizens of Jackson					
4.	Benefits	The Care & Maintenance Section will use the funds to purchase computers and lawn care equipment for the division.					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City-wide					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works					
8.	COST	\$ 8,661.77					
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.453.00.6468					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796
6/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, CARE & MAINTENANCE DIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

6/16/23

DATE

35

**ORDER RATIFYING AN EMERGENCY CONTRACT FOR WATER
REMEDiation WITH SERVPRO OF JACKSON FOR THE WILLIE
MORRIS LIBRARY AND AUTHORIZING PAYMENT**

OFFICE OF THE
FORMER

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of services for water clean-up at the Willie Morris Library caused as a result of an internal plumbing break; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), in order to minimize damage to the building and to remove water damaged material to prevent the growth of mold and mildew, the City of Jackson invoked the emergency procurement procedure to provide clean up and to make any necessary repairs, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the Department of Public Works contacted ServPro of Jackson to investigate and make the necessary repair to prevent any further damage to the interior of the library; and

WHEREAS, Serv-Pro of Jackson immediately responded to the requested and provided the requested cleanup service at a cost of \$45,272.94, an invoice for which is attached hereto.

IT IS, THEREFORE, ORDERED that the contract with ServPro of Jackson described above in the amount of \$45,272.94 is hereby ratified.

Agenda Item No. 35
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 12, 2023

DATE

(as revised 3/6/01)

P O I N T S		C O M M E N T S				
1.	Brief Description / Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH SERVPRO OF JACKSON FOR SERVICES AT THE WILLIE MORRIS LIBRARY AND AUTHORIZING PAYMENT.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life				
3.	Who will be affected	Art Center of Mississippi				
4.	Benefits	The Building Maintenance Division will use these funds to pay overdue payment for the condensation clean-u at the Willie Morris Library.				
5.	Schedule (beginning date)	Scheduled date following City Council Approval				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works				
8.	COST	\$45,272.94				
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	047.453.00.6812				
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Robert Lee, Director
Department of Public Works

Date: June 12, 2023

Agenda Item: ORDER RATIFYING AN EMERGENCY
CONTRACT WITH SERVPRO OF JACKSON FOR
SERVICIES AT THE WILLIE MORRIS LIBRARY
AND AUTHORIZING PAYMENT.

Council Meeting: Regular Council Meeting, June 20, 2023

Purpose: The Building Maintenance Division will use the funds to make a
payment for condensation clean-up at the Willie Morris Library.

Cost: \$45,272.94

Project/Contract Type: N/A

Funding Source: 047.453..00.6812

Schedule/Time: June 20, 2023

DPW Manager: Stan Arnold

Background:

The Building Maintenance Division will use authorization to pay for the condensation clean-up at the Willie Morris Library.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2772
Jackson, Mississippi 39207-2772
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT FOR WATER REMEDIATION WITH SERVPRO OF JACKSON FOR THE WILLIE MORRIS LIBRARY AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

2/16/23
DATE

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

On January 28, 2023, a water service line broke at Willie Morris Library, 4912 Old Canton Road, causing water damage inside the building. To minimize damage to the building over a weekend, ServPro was contacted to remove water damaged materials to prevent mold and mildew. Another contractor will have to be brought in to repair the walls, floors, and sheetrock that was removed.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contract to make repairs to the Willie Morris Library, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.




Robert Lee, P.E.
Director, Department of Public Works

5/19/23

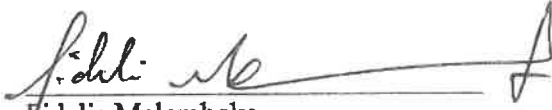
DATE

II. REVIEWED AND APPROVED



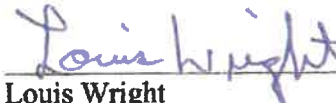
Torri Martin
City Attorney

6/12/23
DATE



Fidelis Malembeka
Chief Financial Officer

06/13/23
DATE



Louis Wright
Chief Administrative Officer

6/13/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the damage to the Willie Morris Library constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the Willie Morris Library, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective 6/13/23.



CHOKWE A. LUMUMBA
Mayor

6/13/23
DATE



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E. *RL*
Director & City Engineer
Date: May 19, 2023
Subject: Declaration of Emergency – Willie Morris Library

On January 28, 2023, a water service line broke at Willie Morris Library, 4912 Old Canton Road, causing water damage inside the building. To minimize damage to the building over a weekend, ServPro was contacted to remove water damaged materials to prevent mold and mildew. Another contractor will have to be brought in to repair the walls, floors, and sheetrock that was removed.

In order to prevent further damage to the building and to repair the building, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.



SERVPRO

SERVPRO of Jackson
134 Marketridge Drive
Ridgeland, MS 39157
Office 601-353-2286
Fax 601-899-4225
Tax ID: 81-0770475 Franchise Number: 10486

Client: Willie Morris Library-Equipment 3 days
Property: 4912 Old Canton Road
Jackson, MS 39211

Operator: SWILKERS

Type of Estimate: Water Damage

Date Entered: 1/30/2023

Date Assigned:

Price List: MSJA8X_JAN23

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-01-30-1102-1



SERVPRO

SERVPRO of Jackson
134 Marketridge Drive
Ridgeland, MS 39157
Office 601-353-2286
Fax 601-899-4225
Tax ID: 81-0770475 Franchise Number: 10486

2023-01-30-1102-1

Main Level

DESCRIPTION	QTY
1. Emergency service call - after business hours	1.00 EA
2. Air mover (per 24 hour period) - No monitoring	483.00 EA
3. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor.	99.00 EA
4. Equipment setup, take down, and monitoring (hourly charge)	6.00 HR

Grand Total

\$20,355.26

Insured: Willie Morris Library
Property: 4912 Old Canton Road
Jackson, MS 39211

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 1/31/2023 11:38 PM

Price List: MSJA8X_JAN23

Restoration/Service/Remodel

Estimate: TOUR_1920641_V1-2

TOUR_1920641_V1-2

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	15.75 HR	0.00	60.46	0.00	952.25
1/31/23					
2/1/23					
2/2/23					
2/6/23					
2/7/23					
2/8/23					
2/9/23					
2/10/23					
2/14/23					
2. Haul debris - per pickup truck load - including dump fees	0.75 EA	142.14	0.00	0.00	106.61
Total: Main Level				0.00	1,058.86



Door

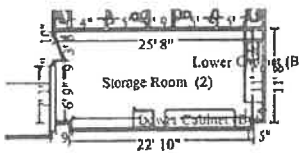
Community Room

Height: 11' 8"

875.90 SF Walls	673.06 SF Ceiling
1,548.97 SF Walls & Ceiling	673.06 SF Floor
74.78 SY Flooring	71.08 LF Floor Perimeter
104.67 LF Ceil. Perimeter	

6' 2" X 6' 7"

Opens into READING_AREA



Door

Subroom: Storage Room (2)

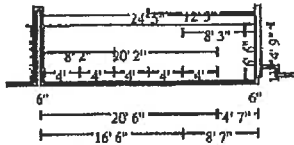
Height: 10'

677.89 SF Walls	306.93 SF Ceiling
984.82 SF Walls & Ceiling	269.01 SF Floor
29.89 SY Flooring	72.50 LF Floor Perimeter
75.50 LF Ceil. Perimeter	

3' X 6' 7"

Opens into COMMUNITY_RO

CONTINUED - Community Room



Subroom: Community Room (1)

Height: 16' 3"

328.58 SF Walls	158.71 SF Ceiling
487.28 SF Walls & Ceiling	158.71 SF Floor
17.63 SY Flooring	13.33 LF Floor Perimeter
61.83 LF Ceil. Perimeter	

Window - Goes to Floor	4' 1" X 8' 2"	Opens into Exterior
Window	4' 1" X 3' 2"	Opens into Exterior
Window	4' 1" X 4' 11"	Opens into Exterior
Window - Goes to Floor	4' X 8' 2"	Opens into Exterior
Window	4' X 3' 2"	Opens into Exterior
Window	4' X 4' 11"	Opens into Exterior
Window - Goes to Floor	4' X 8' 2"	Opens into Exterior
Window	4' X 3' 2"	Opens into Exterior
Window	4' X 4' 11"	Opens into Exterior
Window - Goes to Floor	4' X 8' 2"	Opens into Exterior
Window	4' X 4' 11"	Opens into Exterior
Window	4' X 3' 2"	Opens into Exterior
Window - Goes to Floor	4' X 8' 2"	Opens into Exterior
Window	4' X 4' 11"	Opens into Exterior
Window	4' X 3' 2"	Opens into Exterior
Window - Goes to Floor	4' X 8' 2"	Opens into Exterior
Window	4' X 3' 2"	Opens into Exterior
Window	4' X 4' 11"	Opens into Exterior
Missing Wall - Goes to Floor	24' 5" X 11' 8"	Opens into COMMUNITY_RO

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Air mover (per 24 hour period) - No monitoring	172.33 EA	0.00	29.50	0.00	5,083.74
13 air movers placed: 1/31/23 to 2/10/23					
3 air movers placed: 1/31/23 to 2/14/23					
4. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor.	34.04 EA	0.00	55.00	0.00	1,872.20
2 dehus placed: 1/31/23 to 2/10/23					
1 dehu placed: 1/31/23 to 2/14/23					
5. Water extraction from carpeted floor- after hours	1,663.54 SF	0.00	0.80	0.00	1,330.83
Extracted on 1/28/23 and 2/6/23					
6. Water extraction from hard surface floor - after hours	269.01 SF	0.00	0.38	0.00	102.22
7. Tear out wet drywall, cleanup, bag for disposal	94.45 SF	1.07	0.00	0.00	101.06

CONTINUED - Community Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Tear out and bag wet insulation	94.45 SF	0.98	0.00	0.00	92.56
9. Remove Cove base molding - rubber or vinyl, 4" high	101.20 LF	0.33	0.00	0.00	33.40
10. Tear out wet non-salvageable carpet, cut & bag for disp.	831.77 SF	0.66	0.00	0.00	548.97
11. Tear out non-salvageable vinyl tile, cut & bag for disp.	269.01 SF	1.79	0.00	0.00	481.53
12. Drill holes for wall cavity drying	6.00 EA	0.00	0.60	0.00	3.60
13. Sink - single basin - Detach	1.00 EA	0.00	32.26	0.00	32.26
14. Tear out cabinetry - lower (base) units	16.00 LF	10.02	0.00	0.00	160.32
15. Apply plant-based anti-microbial agent to the floor	1,100.78 SF	0.00	0.30	0.00	330.23
Treat affected areas					
Totals: Community Room				0.00	10,172.92



Children's Section

Height: 16' 3"

1,648.58 SF Walls	1,239.10 SF Ceiling
2,887.69 SF Walls & Ceiling	1,239.10 SF Floor
137.68 SY Flooring	92.75 LF Floor Perimeter
152.00 LF Ceil. Perimeter	

Window - Goes to Floor	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window - Goes to Floor	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Door	5' 8" X 8'	Opens into Exterior
Window	2' 10" X 2'	Opens into Exterior
Window	2' 10" X 2'	Opens into Exterior
Window	2' 10" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window - Goes to Floor	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window	3' 3" X 2'	Opens into Exterior
Window - Goes to Floor	3' 3" X 2'	Opens into Exterior
Window	3' 3" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior

CONTINUED - Children's Section

Window	2' 9" X 4' 11"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 1' 10"	Opens into Exterior
Window	2' 9" X 2' 10"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Window	2' 9" X 1' 8"	Opens into Exterior
Window	2' 9" X 4' 11"	Opens into Exterior
Missing Wall - Goes to Floor	13' 10" X 11'	Opens into READING_AREA

CONTINUED - Children's Section

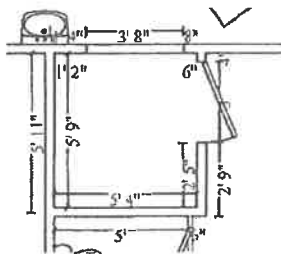
Missing Wall - Goes to neither Floor/Ceiling	7' 6" X 6'			Opens into FRONT_DESK		
Missing Wall	6" X 16' 3"			Opens into CHILDRENS_S		
Missing Wall - Goes to Floor	4' 9" X 9'			Opens into FRONT_DESK		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL	
16. Air mover (per 24 hour period) - No monitoring 10 air movers placed: 1/31/23 to 2/10/23	100.30 EA	0.00	29.50	0.00	2,958.85	
17. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor. 3 dehus placed: 1/31/23 to 2/10/23	30.09 EA	0.00	55.00	0.00	1,654.95	
18. Water extraction from carpeted floor- after hours	1,239.10 SF	0.00	0.80	0.00	991.28	
19. Remove Cove base molding - rubber or vinyl, 4" high	37.30 LF	0.33	0.00	0.00	12.31	
20. Apply plant-based anti-microbial agent to the floor Treat affected areas	1,239.10 SF	0.00	0.30	0.00	371.73	
Totals: Children's Section				0.00	5,989.12	



Women's Bathroom

Height: 9'

366.31 SF Walls	108.07 SF Ceiling
474.38 SF Walls & Ceiling	108.07 SF Floor
12.01 SY Flooring	41.83 LF Floor Perimeter
54.17 LF Ceil. Perimeter	



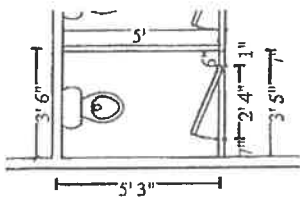
Subroom: Women's bathroom (1)

Height: 9'

146.75 SF Walls	30.67 SF Ceiling
177.42 SF Walls & Ceiling	30.67 SF Floor
3.41 SY Flooring	15.50 LF Floor Perimeter
22.17 LF Ceil. Perimeter	

Door	3' X 6' 7"	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	3' 8" X 9'	Opens into READING_ARE1

CONTINUED - Women's Bathroom

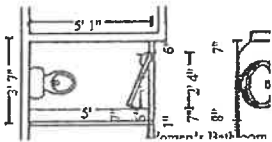


Subroom: Women's Bathroom (5)

Height: 9'

113.92 SF Walls	17.08 SF Ceiling
131.00 SF Walls & Ceiling	17.08 SF Floor
1.90 SY Flooring	9.50 LF Floor Perimeter
16.83 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	3' 5" X 2'	Opens into WOMENS_BATH
Door	2' 4" X 5'	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	2' 4" X 1'	Opens into WOMENS_BATH
Missing Wall - Goes to neither Floor/Ceiling	2' 4" X 9"	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH4
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH4



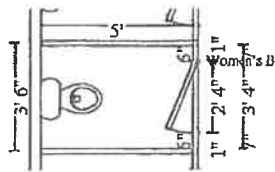
Subroom: Women's Bathroom (2)

Height: 9'

112.58 SF Walls	16.67 SF Ceiling
129.25 SF Walls & Ceiling	16.67 SF Floor
1.85 SY Flooring	9.33 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH3
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH3
Missing Wall - Goes to neither Floor/Ceiling	3' 4" X 2'	Opens into WOMENS_BATH
Door	2' 4" X 5'	Opens into WOMENS_BATH
Missing Wall - Goes to neither Floor/Ceiling	2' 4" X 9"	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	2' 4" X 1'	Opens into WOMENS_BATH
Missing Wall - Goes to neither Floor/Ceiling	2' 3" X 0"	Opens into WOMENS_BATH

CONTINUED - Women's Bathroom

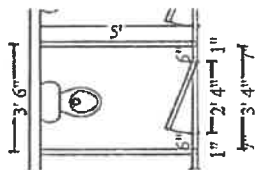


Subroom: Women's Bathroom (3)

Height: 9'

97.58 SF Walls	16.67 SF Ceiling
114.25 SF Walls & Ceiling	16.67 SF Floor
1.85 SY Flooring	4.33 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH4
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH4
Missing Wall - Goes to neither Floor/Ceiling	3' 4" X 2'	Opens into WOMENS_BATH
Door	2' 4" X 5'	Opens into WOMENS_BATH
Missing Wall - Goes to neither Floor/Ceiling	2' 4" X 9"	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	2' 4" X 1'	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH2
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH2



Subroom: Women's Bathroom (4)

Height: 9'

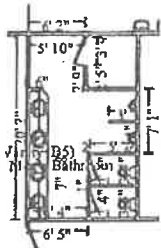
97.58 SF Walls	16.67 SF Ceiling
114.25 SF Walls & Ceiling	16.67 SF Floor
1.85 SY Flooring	4.33 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH5
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH5
Missing Wall - Goes to neither Floor/Ceiling	3' 4" X 2'	Opens into WOMENS_BATH
Door	2' 4" X 5'	Opens into WOMENS_BATH
Missing Wall - Goes to neither Floor/Ceiling	2' 4" X 9"	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	2' 4" X 1'	Opens into WOMENS_BATH
Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH3
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Air mover (per 24 hour period) - No monitoring	44.07 EA	0.00	29.50	0.00	1,300.07
3 air movers placed: 1/31/23 to 2/10/23 1 air mover placed: 1/31/23 to 2/14/23					
22. Water extraction from hard surface floor - after hours	205.54 SF	0.00	0.38	0.00	78.11
23. Remove Tile base	16.00 LF	2.31	0.00	0.00	36.96
24. Apply plant-based anti-microbial agent to the floor	205.54 SF	0.00	0.30	0.00	61.66

CONTINUED - Women's Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Treat affected areas					
Totals: Women's Bathroom				0.00	1,476.80



Men's Bathroom

Height: 9'

537.14 SF Walls	158.38 SF Ceiling
695.51 SF Walls & Ceiling	158.38 SF Floor
17.60 SY Flooring	53.17 LF Floor Perimeter
71.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

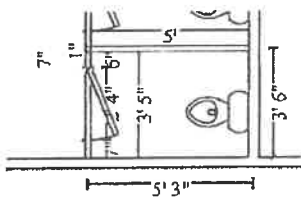
3' X 1'

Opens into MENS_BATHRO

Missing Wall - Goes to neither Floor/Ceiling

3' X 2'

Opens into MENS_BATHRO



Subroom: Men's Bathroom (5)

Height: 9'

113.92 SF Walls	17.08 SF Ceiling
131.00 SF Walls & Ceiling	17.08 SF Floor
1.90 SY Flooring	9.50 LF Floor Perimeter
16.83 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling

3' 5" X 2'

Opens into MENS_BATHRO

Door

2' 4" X 5'

Opens into MENS_BATHRO

Missing Wall - Goes to Floor

2' 4" X 1'

Opens into MENS_BATHRO

Missing Wall - Goes to neither Floor/Ceiling

2' 4" X 9"

Opens into MENS_BATHRO

Missing Wall - Goes to Floor

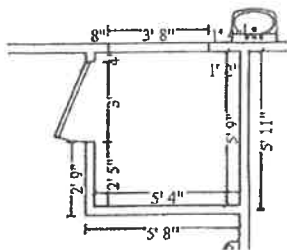
5' X 1'

Opens into WOMENS_BAT11

Missing Wall - Goes to neither Floor/Ceiling

5' X 2'

Opens into WOMENS_BAT11



Subroom: Women's bathroom (1)

Height: 9'

146.75 SF Walls	30.67 SF Ceiling
177.42 SF Walls & Ceiling	30.67 SF Floor
3.41 SY Flooring	15.50 LF Floor Perimeter
22.17 LF Ceil. Perimeter	

Door

3' X 6' 7"

Opens into MENS_BATHRO

Missing Wall - Goes to Floor

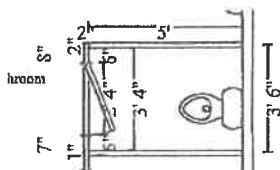
3' 8" X 9'

Opens into READING_ARE1

CONTINUED - Men's Bathroom

Subroom: Men's Bathroom (4)

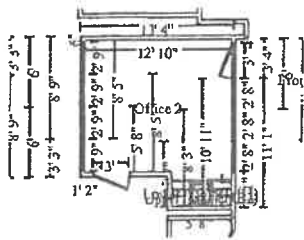
Height: 9'



97.58 SF Walls	16.67 SF Ceiling
114.25 SF Walls & Ceiling	16.67 SF Floor
1.85 SY Flooring	4.33 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' X 1'	Opens into WOMENS_BATH8
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into WOMENS_BATH8
Missing Wall - Goes to neither Floor/Ceiling	3' 4" X 2'	Opens into MENS_BATHRO
Door	2' 4" X 5'	Opens into MENS_BATHRO
Missing Wall - Goes to neither Floor/Ceiling	2' 4" X 9"	Opens into MENS_BATHRO
Missing Wall - Goes to Floor	2' 4" X 1'	Opens into MENS_BATHRO
Missing Wall - Goes to Floor	5' X 1'	Opens into MENS_BATHRO
Missing Wall - Goes to neither Floor/Ceiling	5' X 2'	Opens into MENS_BATHRO

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
25. Air mover (per 24 hour period) - No monitoring	30.08 EA	0.00	29.50	0.00	887.36
2 air movers placed: 1/31/23 to 2/8/23 1 air mover placed: 1/31/23 to 2/14/23					
26. Water extraction from hard surface floor - after hours	448.25 SF	0.00	0.38	0.00	170.34
Extracted on 1/28/23 and 2/6/23					
27. Sink - single basin - Detach	4.00 EA	0.00	32.26	0.00	129.04
28. Tear out cabinetry - vanity	12.00 LF	10.02	0.00	0.00	120.24
29. Remove Soap/hand sanitizer dispenser - wall mounted	2.00 EA	8.21	0.00	0.00	16.42
30. Remove Paper towel dispenser	1.00 EA	16.45	0.00	0.00	16.45
31. Remove Mirror - 1/4" plate glass	12.00 SF	0.31	0.00	0.00	3.72
32. Remove Fluorescent light fixture - Standard grade	3.00 EA	15.26	0.00	0.00	45.78
33. Remove Tile base	14.90 LF	2.31	0.00	0.00	34.42
34. Tear out wet drywall, cleanup, bag for disposal	120.00 SF	1.07	0.00	0.00	128.40
35. Apply plant-based anti-microbial agent to the floor	224.13 SF	0.00	0.30	0.00	67.24
Treat affected areas					
Totals: Men's Bathroom				0.00	1,619.41



Office 2

Height: 9' 4"

239.28 SF Walls
 400.28 SF Walls & Ceiling
 16.60 SY Flooring
 54.17 LF Ceil. Perimeter

161.00 SF Ceiling
 149.44 SF Floor
 29.17 LF Floor Perimeter

Window - Goes to Floor	2' 8" X 6' 7"	Opens into FRONT_DESK
Window	2' 8" X 2' 8"	Opens into FRONT_DESK
Window - Goes to Floor	2' 8" X 6' 7"	Opens into FRONT_DESK
Window	2' 8" X 2' 8"	Opens into FRONT_DESK
Window - Goes to Floor	2' 8" X 6' 7"	Opens into FRONT_DESK
Window	2' 8" X 2' 8"	Opens into FRONT_DESK
Door	3' X 6' 7"	Opens into FRONT_DESK
Window	3' X 2' 8"	Opens into FRONT_DESK
Door	3' X 6' 7"	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window - Goes to Floor	2' 9" X 2'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Air mover (per 24 hour period) - No monitoring 2 air movers placed: 1/31/23 to 2/10/23	20.06 EA	0.00	29.50	0.00	591.77
37. Water extraction from carpeted floor- after hours	36.17 SF	0.00	0.80	0.00	28.94
38. Remove Cove base molding - rubber or vinyl, 4" high	9.40 LF	0.33	0.00	0.00	3.10
39. Apply plant-based anti-microbial agent to the surface area Treat affected areas	36.17 SF	0.00	0.30	0.00	10.85
Totals: Office 2				0.00	634.66



Front Desk

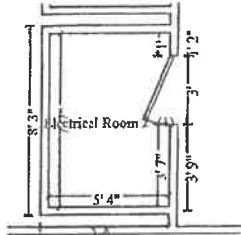
Height: 9' 4"

364.64 SF Walls
 1,046.25 SF Walls & Ceiling
 65.07 SY Flooring
 138.68 LF Ceil. Perimeter

681.61 SF Ceiling
 585.59 SF Floor
 92.85 LF Floor Perimeter

Missing Wall - Goes to neither Floor/Ceiling	37' 3 3/16" X 6' 4"	Opens into READING_AREA
Missing Wall - Goes to neither Floor/Ceiling	15' 3" X 6' 4"	Opens into READING_AREA
Missing Wall - Goes to Floor	5' 6" X 9' 4"	Opens into READING_AREA
Window - Goes to Floor	1' 11" X 6' 7"	Opens into Exterior
Window	1' 11" X 2' 9"	Opens into Exterior
Door	3' X 6' 7"	Opens into Exterior
Window	3' X 2' 9"	Opens into Exterior
Window - Goes to Floor	2' 8" X 6' 7"	Opens into Exterior
Window	2' 8" X 2' 9"	Opens into Exterior
Window - Goes to Floor	2' 8" X 6' 7"	Opens into Exterior
Window	2' 8" X 2' 9"	Opens into Exterior
Window - Goes to Floor	2' 8" X 6' 7"	Opens into Exterior
Window	2' 8" X 2' 9"	Opens into Exterior
Window - Goes to Floor	6" X 6' 7"	Opens into Exterior
Window	6" X 2' 9"	Opens into Exterior
Door	3' X 6' 7"	Opens into OFFICE_1
Window	3' X 2' 9"	Opens into OFFICE_1
Window - Goes to Floor	2' 8" X 6' 7"	Opens into OFFICE_1
Window	2' 8" X 2' 9"	Opens into OFFICE_1
Window - Goes to Floor	2' 8" X 6' 7"	Opens into OFFICE_1
Window	2' 8" X 2' 9"	Opens into OFFICE_1
Window - Goes to Floor	2' 8" X 6' 7"	Opens into OFFICE_2
Window	2' 8" X 2' 8"	Opens into OFFICE_2
Window - Goes to Floor	2' 8" X 6' 7"	Opens into OFFICE_2
Window	2' 8" X 2' 8"	Opens into OFFICE_2
Window - Goes to Floor	2' 8" X 6' 7"	Opens into OFFICE_2
Window	2' 8" X 2' 8"	Opens into OFFICE_2
Door	3' X 6' 7"	Opens into OFFICE_2
Window	3' X 2' 8"	Opens into OFFICE_2
Missing Wall - Goes to Floor	4' 7" X 9'	Opens into CHILDRENS_S
Missing Wall - Goes to neither Floor/Ceiling	7' 6" X 6'	Opens into CHILDRENS_S

CONTINUED - Front Desk



Subroom: Electrical Room 2 (1)

Height: 8' 2"

195.97 SF Walls	40.44 SF Ceiling
236.42 SF Walls & Ceiling	40.44 SF Floor
4.49 SY Flooring	22.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

Door	DESCRIPTION	QTY	3' X 5'			TOTAL
			REMOVE	REPLACE	TAX	
	40. Air mover (per 24 hour period) - No monitoring 6 air movers placed: 1/31/23 to 2/8/23	48.30 EA	0.00	29.50	0.00	1,424.85
	41. Water extraction from carpeted floor- after hours	210.57 SF	0.00	0.80	0.00	168.46
	42. Water extraction from hard surface floor - after hours	40.44 SF	0.00	0.38	0.00	15.37
	43. Remove Carpet tile	210.57 SF	0.69	0.00	0.00	145.29
	44. Apply plant-based anti-microbial agent to the floor Treat affected areas	622.04 SF	0.00	0.30	0.00	186.61
Totals: Front Desk					0.00	1,940.58



Reading Area

Height: 16' 3"

2,929.62 SF Walls	4,173.55 SF Ceiling
7,103.16 SF Walls & Ceiling	4,173.55 SF Floor
463.73 SY Flooring	149.85 LF Floor Perimeter
378.27 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	37' 6 13/16" X 6' 4"	Opens into FRONT_DESK
Missing Wall - Goes to neither Floor/Ceiling	15' 4 11/16" X 6' 4"	Opens into FRONT_DESK
Missing Wall - Goes to Floor	5' 6" X 9' 4"	Opens into FRONT_DESK
Missing Wall - Goes to Floor	36' 10" X 16' 3"	Opens into Exterior
Missing Wall - Goes to Floor	63' 11" X 16' 3"	Opens into Exterior
Door	6' 2" X 6' 7"	Opens into Exterior
Door	6' 2" X 6' 7"	Opens into COMMUNITY_RO
Missing Wall - Goes to Floor	13' 10" X 11"	Opens into CHILDRENS_S

CONTINUED - Reading Area

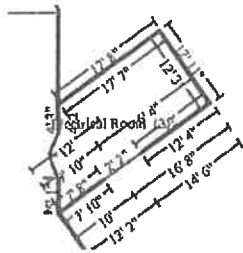


Subroom: Reading Area (1)

Height: 10'

1,079.24 SF Walls	1,891.81 SF Ceiling
2,971.05 SF Walls & Ceiling	1,891.81 SF Floor
210.20 SY Flooring	105.07 LF Floor Perimeter
224.23 LF Ceil, Perimeter	

Missing Wall - Goes to Floor	3' 8" X 9'	Opens into WOMENS_BATH7
Missing Wall - Goes to Floor	70' 2" X 10'	Opens into READING_AREA
Missing Wall - Goes to Floor	25' 10" X 10'	Opens into READING_AREA
Door	6' 2" X 6' 7"	Opens into ELECTRICAL_1
Window - Goes to Floor	2' 4" X 2'	Opens into Exterior
Window	2' 4" X 3'	Opens into Exterior
Window	2' 4" X 3'	Opens into Exterior
Window	2' 3" X 2'	Opens into Exterior
Door	6' X 8'	Opens into Exterior
Window	6' X 2'	Opens into Exterior
Window - Goes to Floor	1' 4" X 2'	Opens into Exterior
Window	1' 4" X 2'	Opens into Exterior
Window	1' 4" X 3'	Opens into Exterior
Window	1' 4" X 3'	Opens into Exterior
Missing Wall - Goes to Floor	3' 8" X 9'	Opens into WOMENS_BATH1



Subroom: Electrical Room (2)

Height: 13' 9"

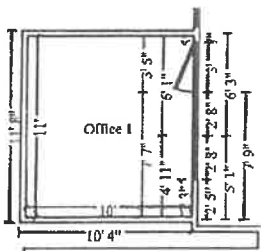
917.53 SF Walls	267.36 SF Ceiling
1,184.89 SF Walls & Ceiling	267.36 SF Floor
29.71 SY Flooring	64.78 LF Floor Perimeter
70.94 LF Ceil, Perimeter	

Window	2' 2" X 2' 8"	Opens into Exterior
Window	2' 2" X 2' 8"	Opens into Exterior
Window	2' 2" X 2' 8"	Opens into Exterior
Door	6' 2" X 6' 7"	Opens into READING_AREA1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
45. Air mover (per 24 hour period) - No monitoring	308.80 EA	0.00	29.50	0.00	9,109.60
28 air movers placed: 1/31/23 to 2/10/23					
2 air movers placed: 1/31/23 to 2/14/23					
46. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor.	58.05 EA	0.00	55.00	0.00	3,192.75

CONTINUED - Reading Area

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3 dehus placed: 1/31/23 to 2/10/23 2 dehus placed: 1/31/23 to 2/14/23					
47. Negative air fan/Air scrubber (24 hr period) - No monit. 1 air scrubber placed: 1/31/23 to 2/10/23	10.03 DA	0.00	75.00	0.00	752.25
48. Add for HEPA filter (for negative air exhaust fan)	0.25 EA	0.00	195.99	0.00	49.00
49. Water extraction from carpeted floor- after hours	4,181.08 SF	0.00	0.80	0.00	3,344.86
50. Water extraction from hard surface floor - after hours	237.36 SF	0.00	0.38	0.00	90.20
51. Remove Cove base molding - rubber or vinyl, 4" high	109.60 LF	0.33	0.00	0.00	36.17
52. Remove Carpet tile	4,181.08 SF	0.69	0.00	0.00	2,884.95
53. Apply plant-based anti-microbial agent to the surface area	4,448.44 SF	0.00	0.30	0.00	1,334.53
Treat affected areas					
Totals: Reading Area				0.00	20,794.31



Office 1

Height: 8'

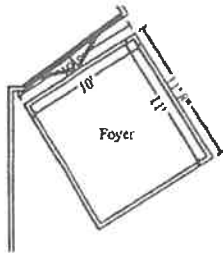
269.33 SF Walls	110.00 SF Ceiling
379.33 SF Walls & Ceiling	110.00 SF Floor
12.22 SY Flooring	33.67 LF Floor Perimeter
42.00 LF Ceil. Perimeter	

Door	3' X 6' 7"	Opens into FRONT_DESK
Window	3' X 2' 9"	Opens into FRONT_DESK
Window - Goes to Floor	2' 8" X 6' 7"	Opens into FRONT_DESK
Window	2' 8" X 2' 9"	Opens into FRONT_DESK
Window - Goes to Floor	2' 8" X 6' 7"	Opens into FRONT_DESK
Window	2' 8" X 2' 9"	Opens into FRONT_DESK

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
54. Air mover (per 24 hour period) - No monitoring 1 air movers placed: 1/31/23 to 2/10/23	20.06 EA	0.00	29.50	0.00	591.77
55. Water extraction from carpeted floor- after hours	14.35 SF	0.00	0.80	0.00	11.48
56. Apply plant-based anti-microbial agent to the surface area	14.35 SF	0.00	0.30	0.00	4.31
Treat affected areas					

CONTINUED - Office 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Office 1				0.00	607.56



Foyer

Height: 8'

336.00 SF Walls	110.00 SF Ceiling
446.00 SF Walls & Ceiling	110.00 SF Floor
12.22 SY Flooring	42.00 LF Floor Perimeter
42.00 LF Ceil. Perimeter	

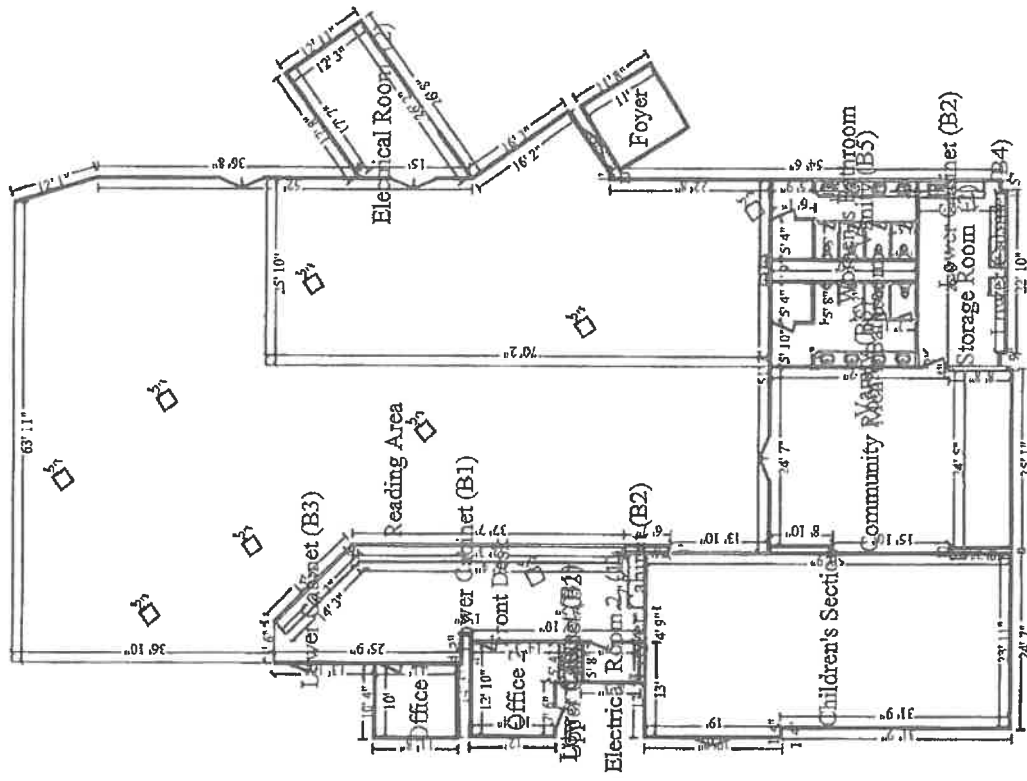
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
57. Air mover (per 24 hour period) - No monitoring 3 air movers placed: 1/31/23 to 2/8/23	24.15 EA	0.00	29.50	0.00	712.43
58. Water extraction from carpeted floor- after hours	110.00 SF	0.00	0.80	0.00	88.00
59. Remove Carpet tile	210.57 SF	0.69	0.00	0.00	145.29
60. Apply plant-based anti-microbial agent to the floor Treat affected areas	110.00 SF	0.00	0.30	0.00	33.00
Totals: Foyer				0.00	978.72
Total: Main Level				0.00	45,272.94
Line Item Totals: TOUR_1920641_V1-2				0.00	45,272.94

Grand Total Areas:

11,692.67 SF Walls	10,254.19 SF Ceiling	21,946.86 SF Walls and Ceiling
10,065.74 SF Floor	1,118.42 SY Flooring	957.21 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,640.80 LF Ceil. Perimeter
10,065.74 Floor Area	10,574.95 Total Area	12,751.49 Interior Wall Area
6,322.91 Exterior Wall Area	688.71 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary for Dwelling

Line Item Total	45,272.94
Replacement Cost Value	<u>\$45,272.94</u>
Net Claim	<u>\$45,272.94</u>



Willie Morris Library

Stanley Arnold <sarnold@city.jackson.ms.us>

Tue 2/7/2023 12:57 PM

To: Sondra Moncure <smoncure@city.jackson.ms.us>

Floyd Council, MLIS Executive Director

601.968.5810

fcouncil@jhlilibrary.org

From: Stanley Arnold <sarnold@city.jackson.ms.us>

Sent: Monday, February 6, 2023 3:03 PM

To: Louis Wright <louisw@city.jackson.ms.us>; Melissa F. Payne <mellssap@jacksonms.gov>

Cc: Shirley Marshall <smarshall@city.jackson.ms.us>; Sylvia Peavle <speavie@city.jackson.ms.us>

Subject: Fw: Message from "RNP58387940689D"

This is the preliminary estimate from ServPro for water extraction at Willie Morris Library 4912 Old Canton Rd. Mr. Wright CAO and I spoke during the initial incident on how these services will be paid, and I expressed to him that our budget would only be able to handle the initial cost estimate of \$20k to \$25k pending reimbursement from insurance funds. At this time we are also paying for plumbing and wall replacement costs, which are unknown as of this moment. I have apprised Mr. Mac Poullard (risk management) throughout the process and it is my understanding that ServPro is currently still on the site with people and machinery and I'm sure the costs have surpassed the initial estimates. I am not at liberty to allocate and/or direct any monies for these services, so I ask that any correspondence from the insurance companies, ours or theirs be forwarded to me so that I can ascertain the status of Care and Maintenance's budget.

From: copier2663@city.jackson.ms.us <copier2663@city.jackson.ms.us>

Sent: Monday, February 6, 2023 2:50 PM

To: Stanley Arnold <sarnold@city.jackson.ms.us>

Subject: Message from "RNP58387940689D"

This E-mail was sent from "RNP58387940689D" (IM C3000).

Scan Date: 02.06.2023 14:50:29 (-0600)

Queries to: copier2663@city.jackson.ms.us

36

**ORDER RATIFYING PROCUREMENT OF COMMODITIES FROM
AIRGAS USA, LLC FOR THE DEPARTMENT OF PUBLIC WORKS,
BRIDGES & DRAINAGE DIVISION**

WHEREAS, the Bridges & Drainage Division of the Department of Public Works had need of argon, acetylene, and oxygen as part of standard duties; and

WHEREAS, due to exigent circumstances, the procurement of these commodities necessary for daily work including emergency repairs was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the purchases from AirGas USA, LLC identified in the invoices attached this order and incorporated in it were for materials provided to the Bridges & Drainage Division for argon, acetylene, and oxygen, and said materials have been delivered.

IT IS, THEREFORE, ORDERED that payment to AirGas USA, LLC, in the amount of \$2,603.10 be made consistent with the attached invoices.

Agenda Item No. *36*
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 13, 2023
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM AIRGAS USA, LLC PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation			
3.	Who will be affected	Department of Public Works			
4.	Benefits	Materials needed by Bridges and Drainage for standard duties			
5.	Schedule (beginning date)	Upon Council Approval			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works			
8.	COST	\$2603.10			
9.	Source of Funding ■ Enterprise Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001 45125 6299			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____



DEPARTMENT OF PUBLIC WORKS

MEMORANDU

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Director & City Engineer

Date: June 13, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to AirGas USA, LLC. Bridges and Drainage procured acetylene, argon, and oxygen. The requisition/purchase order process was not completed prior to receipt of the materials. The materials were received and AirGas USA needs to be paid. It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-0277
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

6/15/23
CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF COMMODITIES FROM AIRGAS USA, LLC FOR THE DEPARTMENT OF PUBLIC WORKS, BRIDGES & DRAINAGE DIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

6/15/23

DATE



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

CYLINDER RENTAL INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
08/31/2022	3074425	9990971936	01/13/2023	\$ 692.82


SOLD BY AIRGAS USA, LLC
2104 HIGHWAY 80 E
PEARL MS 39208-3329
601-939-8875

Manage Your Account Online 24/7
Access order history, view cylinder balances, get proofs of delivery,
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PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO CITY OF JACKSON
FINANCE DIVISION
PO BOX 17
JACKSON MS 39205


AIRGAS USA, LLC
PO BOX 734672
DALLAS TX 75373-4672

30744251999097193600000692827

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT, PLEASE CALL: 800-727-0693

INVOICE NO.	SOLD TO NUMBER	SHIP TO	INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS					
9990971936	3074425	3080889	08/31/2022	RENT	NET 30					
MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLILG-AC - Rent Cyl Ind Large Acetylene 4	0	0	0	0	4	0	4	124	\$0.771/DAY	\$95.60 N
RRCYLILG-AR - Rent Cyl Ind Large Argon 6	0	0	0	0	6	0	6	186	\$0.771/DAY	\$143.41 N
RRCYLILG-OK - Rent Cyl Ind Large Oxygen 15	0	0	0	0	15	0	15	465	\$0.771/DAY	\$358.52 N
	25	0	0	0	25					\$597.53

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

Rental Period
From: 08/01/2022 To: 08/31/2022

Important: See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

SHIP TO: 3080889
CITY OF JACKSON
BRIDGES & DRAINAGE
4225 MICHAEL AVALON ST STE B
JACKSON MS 39209-2651

Hazmat: 95 29

AMOUNT \$ 692.82

FOR WIRE TRANSFER PAYMENTS
AIRGAS USA, LLC
Acct No. 550372244
JPMC Bank, ABA No 021000021

For change of address
email to: adv_adm@airgas.com
or call 878-903-7718



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

CYLINDER RENTAL INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
04/30/2022	3074425	9988092681	01/13/2023	\$ 673.54

SOLD BY AIRGAS USA, LLC
2104 HIGHWAY 80 E
PEARL MS 39208-3329
601-939-8875

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PO BOX 17
JACKSON MS 39205

AIRGAS USA, LLC
PO BOX 734672
DALLAS TX 75373-4672

30744251998809268100000673546

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 800-727-0693

INVOICE NO.	SOLD TO NUMBER	SHIP TO	INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS					
9988092681	3074425	3080889	04/30/2022	RENT	NET 30					
MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLILG-AC - Rent Cyl Ind Large Acetylene	4	0	0	0	4	0	4	120	\$0.771/DAY	\$92.52 N
RRCYLILG-AR - Rent Cyl Ind Large Argon	6	0	0	0	6	0	6	180	\$0.771/DAY	\$138.78 N
RRCYLILG-OX - Rent Cyl Ind Large Oxygen	15	0	0	0	15	0	15	450	\$0.771/DAY	\$346.95 N
	25	0	0	0	25					\$578.25

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

Hazmat: 95.29

AMOUNT \$ 673.54

Important: See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse Side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

FOR WIRE TRANSFER PAYMENTS

AIRGAS USA, LLC
Acct No. 550372244
JPMC Bank, ABA No 021000021



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

SHIP TO: 3080889
CITY OF JACKSON
BRIDGES & DRAINAGE
4225 MICHAEL AVALON ST STE B
JACKSON MS 39209-2651

For change of address
email to: sdv_adms@airgas.com
or call 678-903-7716



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

DEBIT MEMO

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY TRF AMOUNT
05/17/2022	3074425	9800861609	01/13/2023	\$ 601.75

SOLD BY AIRGAS USA, LLC (SOB0)
2104 HIGHWAY 80 E
PEARL MS 39208-3329
601-939-8875

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FINANCE DIVISION
PO BOX 17
JACKSON MS 39205

AIRGAS USA, LLC
PO BOX 734672
DALLAS TX 75373-4672

30744251980086160900000601750

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL 800-727-0693

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME				
7091958241	9800861609	05/17/2022	3074425	CITY OF JACKSON				
PO / RELEASE		ORDERED BY	SHIP VIA	PAYMENT TERMS	ORDER DATE			
				NET 30	05/17/2022			
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHIP'D RETD	UNIT PRICE	UOM	AMOUNT
7091958241	CRDRRNT	1	EA			83.08	EA	83.08 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE								
7091958241	CRDRRNT	1	EA			124.62	EA	124.62 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE								
7091958241	CRDRRNT	1	EA			311.55	EA	311.55 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE								
7091958241	RNTHAZMAT	1	EA			82.50	EA	82.50 N
RENTAL HAZMAT								
Sale subtotal:								601.75



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

SHIP TO: 3080889
CITY OF JACKSON
BRIDGES & DRAINAGE
4225 MICHAEL AVALON ST STE B
JACKSON MS 39209-2651

AMOUNT 601.75

FOR WIRE TRANSFER PAYMENTS

AIRGAS USA, LLC
Acct No. 550372244
JPMC Bank, ABA No 021000021

For change of address
email to: sdv_adres@airgas.com
or call 678-683-7718



AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

DEBIT MEMO

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
05/17/2022	3074425	9800810568	01/13/2023	\$ 634.99

SOLD BY AIRGAS USA, LLC (SOB0)
2104 HIGHWAY 80 E
PEARL MS 39208-3329
601-939-8875

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PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO CITY OF JACKSON
FINANCE DIVISION
PO BOX 17
JACKSON MS 39205

AIRGAS USA, LLC
PO BOX 734672
DALLAS TX 75373-4672

30744251980081056800000634990

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 800-727-0883

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
7091958240	9800810568	05/17/2022	3074425	CITY OF JACKSON					
PO / RELEASE		ORDERED BY	SHIP VIA	PAYMENT TERMS	ORDER DATE				
				NET 30	05/17/2022				
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD			
7091958240	CRDRRNT	1	EA				86.35	EA	86.35 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE									
7091958240	CRDRRNT	1	EA				129.53	EA	129.53 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE									
7091958240	CRDRRNT	1	EA				323.82	EA	323.82 N
CREDIT/DEBIT RENT ADJUST NON TAXABLE									
7091958240	RNTHAZMAT	1	EA				95.29	EA	95.29 N
RENTAL HAZMAT									
Sale subtotal:									634.99



an Air Liquide company
AIRGAS USA, LLC
PO Box 9249
Marietta, GA 30065-2249

SHIP TO: 3080889
CITY OF JACKSON
BRIDGES & DRAINAGE
4225 MICHAEL AVALON ST STE B
JACKSON MS 39209-2651

AMOUNT 634.99

FOR WIRE TRANSFER PAYMENTS
AIRGAS USA, LLC
Acct No. 550372244
JPMC Bank, ABA No 021000021

For change of address
email to: sdv_adres@airgas.com
or call 678-693-7716

37

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 2023 RESURFACING PROGRAM

OFFICE OF THE CITY ATTORNEY
6/15/2023
RL

WHEREAS, on May 10, 2023 the Municipal Sales Tax Commission obligated \$300,000.00 toward developing scope of work and cost estimate for potential resurfacing of certain neighborhood streets developed from neighborhood association surveys received in 2022; and

WHEREAS, the City Engineer selected Neel-Schaffer, Inc., to perform the scope development and cost estimation as well as coordinate based on potential water projects and sewer projects; and

WHEREAS, Neel-Schaffer, Inc., has provided a proposed contract for the project with an amount not to exceed \$300,000.00; and

WHEREAS, the scope of work for the project includes Neel-Schaffer, Inc. performing the following work:

- 1 ENGINEER will evaluate the list of streets (Exhibit F) provided by the OWNER and included in Exhibit A as follows:
 - Visit and visually inspect each street listed in Exhibit F to observe its condition and determine if there is a reason that a listed street should **not** be included at this time due to specific conditions such as the street having a sewer failure that the city cannot correct prior to the paving contract or the roadbed needs work other than a mill and overlay solution.
 - While conducting this evaluation, should the consultant observe other streets in the neighborhood that are geographically near a listed street that are in similar or worse condition, consultant will provide a list of those additional streets to the Commission for the consideration of including them in this program.
 - Measurements and will be taken for mill and overlay dimensions and photos will document the current street conditions. **It is understood that only minor subgrade failures and short sections of curb and gutter replaced to eliminate ponding will be included as part of this project.**
 - While conducting this evaluation, should the consultant find other streets in the neighborhood that are geographically near a listed street that are in similar or worse condition, consultant will provide a list of those additional streets to the Commission for the consideration of including them in this program.
 - Some of the identified streets listed in Exhibit F appear to have a sewer or storm drain collapse (suggested by the existence of a developing sinkhole); in those streets, needed repair of the collapsed lines should be completed by the appropriate agency separate from the proposed paving contract. Coordination with the appropriate entity should be conducted, along with coordination with any proposed water lines on any of the streets included in this program.

Agenda Item No. 37
June 22, 2023
(R.Lee, Lumumba)

- The ENGINEER will coordinate with Jackson Water LLC regarding plans for waterline replacements to verify that any streets planned for overlay as part of this resurfacing do not include waterlines planned for replacement.
 - Consultant will prepare an opinion of project cost and a scope of work to be included in the project contract(s) for consideration by the Commission. The recommendations will also include methods for bidding the construction project such as the use of term bids or multiple contracts based on geographic locations/proximity.
 - Should the number of streets which are added exceed twenty percent of the original total listed in Exhibit F, then ENGINEER will be entitled to additional services per 2023 hourly rates.
- 2 ENGINEER will prepare bid documents including plans and specifications and contract documents for the streets selected by the OWNER for inclusion in the project. Plans will be prepared from available electronic data. **Since only mill and overlay of streets with minor subgrade repairs and short sections of curb and gutter replacements will be performed as necessary, topographic surveys will not be provided as part of this contract nor will we locate any utilities.**
- 3 ENGINEER will assist the OWNER with bidding the project consisting of the following tasks:
- Prepare and issue Contract Documents to prospective bidders and maintain a record of their issuance.
 - Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
 - Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
 - Conduct a pre-bid conference if requested by the OWNER.
 - Assist the OWNER in advertising and obtaining bids for the contract for construction.
 - Consult with and advise the OWNER as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
 - Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
 - Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
 - Assist the OWNER in the preparation of the documents necessary to complete the award.
 - The ENGINEER will prepare contract documents for up to three separate construction bids. Any separate bids beyond three will entitle the ENGINEER to additional services based on 2023 hourly rates.
 - The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize the Mayor to execute an agreement with Neel-Schaffer, Inc.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute and engineering agreement with Neel-Schaffer, Inc., for the 2023 Resurfacing Program for an amount not to exceed \$300,000.00, consistent with the scope of work set forth above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 13, 2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Agreement with Neel-Schaffer for the 2023 Resurfacing Program
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents and Motorists Citywide
4.	Benefits	Scope development and cost estimation for 2023 neighborhood resurfacing program
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	\$300,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Municipal Sales Tax
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 13, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing the Mayor to execute a professional services agreement with Neel-Schaffer, Inc. for an amount not to exceed \$300,000.00 for the 2023 Resurfacing Program. The engineering firm will develop a scope of work and cost estimate for each street that was listed on neighborhood surveys received in 2022. The list of proposed streets is listed on Exhibit F of the proposed contract.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651 or 2091


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
6/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 2023 RESURFACING PROGRAM** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

6/15/23
DATE

38

ORDER RATIFYING PROCUREMENT OF ASPHALT FROM APAC MISSISSIPPI, INC. FOR THE DEPARTMENT OF PUBLIC WORKS, PAVED STREETS DIVISION, AND AUTHORIZING PAYMENT

OFFICE OF THE CITY ATTORNEY
6/22/23
R. Lee Lumumba

WHEREAS, the annual asphalt term bid expired on April 30, 2023, prior to the acceptance of bids for the new annual term bid; and

WHEREAS, the Paved Streets Division of the Department of Public Works had need of asphalt during the month of May 2023 prior to the acceptance of a new term bid in June 2023; and

WHEREAS, due to exigent circumstances, the procurement of this necessary commodity for the repair of City streets was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, purchases in the amount of \$19,494.01, as evinced by the invoices attached hereto, of asphalt from APAC Mississippi, Inc. was made by the Paved Streets Division for and said materials have been received.

IT IS, THEREFORE, ORDERED that payment to APAC Mississippi, Inc., in the amount of \$19,494.01 be made consistent with the attached invoices.

Agenda Item No. 38
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 14, 2023
DATE

P O I N T S		C O M M E N T S									
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF ASPHALT FROM APAC MISSISSIPPI, INC. FOR THE DEPARTMENT OF PUBLIC WORKS, PAVED STREETS DIVISION, AND AUTHORIZING PAYMENT									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation									
3.	Who will be affected	Department of Public Works									
4.	Benefits	Purchase of asphalt									
5.	Schedule (beginning date)	Upon Council Approval									
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide									
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works									
8.	COST	\$19,494.01									
9.	Source of Funding ■ Enterprise Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001 45124 6320									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	___



DEPARTMENT OF PUBLIC WORKS

MEMORANDU

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Director & City Engineer

Date: June 13, 2023

Subject: Agenda Item for City Council Meeting


Attached, you will find an agenda item authorizing payment to APAC Mississippi, Inc. The annual asphalt term bid expired April 30, 2023, prior to the acceptance of a new term bid in June. Paved Streets procured asphalt for pothole patching during the month of May after the term bid expired. The materials were received, and APAC Mississippi, Inc. needs to be paid. It is the recommendation of this office that this item be approved. If you have any questions, please call me.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 379
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
6/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF ASPHALT FROM APAC MISSISSIPPI, INC. FOR THE DEPARTMENT OF PUBLIC WORKS, PAVED STREETS DIVISION, AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

Vendor

APAC

Date

Invoice No.

Amount

5/1/2023	4000147458	\$1,106.00
5/2/2023	4000147583	\$2,867.65
5/4/2023	4000147848	\$2,183.25
5/8/2023	4000148045	\$145.50
5/15/2023	4000148730	\$1,660.05
5/16/2023	4000148843	\$2,070.85
5/17/2023	4000148953	\$2,730.35
5/18/2023	4000149116	\$1,614.20
5/19/2023	4000149245	\$1,683.36
5/24/2023	4000149603	\$2,926.00
5/25/2023	4000149707	\$506.80

\$19,494.01



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000147458
Inv Date: 05/01/23
Page: Page 1 of 1

Customer Job: 963-

2610

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
nmoore@city.jackson.ms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: WMA MT 12.5MM												
05/1/23	420062418	211936	WMA MT 12.5MM	5.16	TON	70.00	0.00	0.00	361.20	0.00	0.00	361.20
05/1/23	420062421	211936	WMA MT 12.5MM	1.95	TON	70.00	0.00	0.00	136.50	0.00	0.00	136.50
05/1/23	420062429	211936	WMA MT 12.5MM	-0.90	TON	70.00	0.00	0.00	63.00	0.00	0.00	63.00
05/1/23	420062430	211936	WMA MT 12.5MM	7.79	TON	70.00	0.00	0.00	545.30	0.00	0.00	545.30
Total: WMA MT 12.5MM				15.80			TON		1,106.00	0.00	0.00	1,106.00
Total Invoice:				15.80					1,106.00	0.00	0.00	1,106.00

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,106.00

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000147458
Date: 05/1/23
Customer Job: 963-
Due Date: 05/31/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-9550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000147848
Inv Date: 05/04/23
Page: Page 1 of 1

Customer Job: 963-

2011

City of Jackson
PO Box 17
Jackson MS 39205-0017

sprice@city.jackson.ms.us
nmoore@city.jackson.ms.gov

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: HT 9.5MM												
05/4/23	420062532	212046	HT 9.5MM	2.14	TON	75.00	0.00	0.00	160.50	0.00	0.00	160.50
Total: HT 9.5MM				2.14			TON		160.50	0.00	0.00	160.50
MATERIAL: COLD MIX												
05/4/23	420062557	224135	COLD MIX	11.96	TON	155.00	0.00	0.00	1,853.80	0.00	0.00	1,853.80
05/4/23	420062585	224135	COLD MIX	1.09	TON	155.00	0.00	0.00	168.95	0.00	0.00	168.95
Total: COLD MIX				13.05			TON		2,022.75	0.00	0.00	2,022.75
Total Invoice:				15.19					2,183.25	0.00	0.00	2,183.25

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,183.25

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000147848
Date: 05/4/23
Customer Job: 963-
Due Date: 06/03/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-3550

Please provide your email address below if you would like to start receiving your invoices via email



PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000149116
Inv Date: 05/18/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

sprice@city.jackson.ms.us
mooren@jacksonms.gov

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: WMA ST 12.5MM												
05/18/23	420063202	211941	WMA ST 12.5MM	1.64	TON	70.00	0.00	0.00	114.80	0.00	0.00	114.80
05/18/23	420063203	211941	WMA ST 12.5MM	8.86	TON	70.00	0.00	0.00	627.20	0.00	0.00	627.20
05/18/23	420063244	211941	WMA ST 12.5MM	10.44	TON	70.00	0.00	0.00	730.80	0.00	0.00	730.80
05/18/23	420063245	211941	WMA ST 12.5MM	2.02	TON	70.00	0.00	0.00	141.40	0.00	0.00	141.40
Total: WMA ST 12.5MM				23.06			TON		1,614.20	0.00	0.00	1,614.20
Total Invoice:				23.06					1,614.20	0.00	0.00	1,614.20

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,614.20

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000149116
Date: 05/18/23
Customer Job: 963-
Due Date: 06/17/23

if you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-9550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

2601

Customer No: 210818
Invoice No: 4000148045
Inv Date: 05/08/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

sprice@city.jackson.ms.us
nmoore@city.jackson.ms.gov

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Mat Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: SC-1 TYPE 8												
05/8/23	420062684	211780	SC-1 TYPE 8	1.94	TON	75.00	0.00	0.00	145.50	0.00	0.00	145.50
Total:				1.94			TON		145.50	0.00	0.00	145.50
Total Invoice:				1.94					145.50	0.00	0.00	145.50

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 145.50

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000148045
Date: 05/8/23
Customer Job: 963-
Due Date: 06/07/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000148843
Inv Date: 05/16/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: WMA SC-1 TYPE 8												
05/16/23	420063016	211861	WMA SC-1 TYPE 8	1.71	TON	75.00	0.00	0.00	128.25	0.00	0.00	128.25
Total: WMA SC-1 TYPE 8				1.71			TON		128.25	0.00	0.00	128.25
MATERIAL: WMA ST 12.5MM												
05/16/23	420063061	211941	WMA ST 12.5MM	1.49	TON	70.00	0.00	0.00	104.30	0.00	0.00	104.30
Total: WMA ST 12.5MM				1.49			TON		104.30	0.00	0.00	104.30
MATERIAL: COLD MIX												
05/16/23	420063034	224135	COLD MIX	11.86	TON	155.00	0.00	0.00	1,838.30	0.00	0.00	1,838.30
Total: COLD MIX				11.86			TON		1,838.30	0.00	0.00	1,838.30
Total Invoice:				15.06					2,070.85	0.00	0.00	2,070.85

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,070.85

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000148843
Date: 05/16/23
Customer Job: 963-
Due Date: 06/15/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



PO Box 24508
Jackson, MS 39225-4508

City of Jackson
PO Box 17
Jackson MS 39205-0017

sprice@city.jackson.ms.us
mooren@jacksonms.gov

Customer No: 210818
Invoice No: 4000148608
Inv Date: 05/12/23
Page: Page 1 of 1

Customer Job: 963-

2815

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: SC-1 TYPE 8												
05/12/23	420062888	211780	SC-1 TYPE 8	12.33	TON	75.00	0.00	0.00	924.75	0.00	0.00	924.75
05/12/23	420062806	211780	SC-1 TYPE 8	7.35	TON	75.00	0.00	0.00	551.25	0.00	0.00	551.25
Total :				19.68			TON		1,476.00	0.00	0.00	1,476.00
MATERIAL: COLD MIX												
05/12/23	420062928	224135	COLD MIX	11.29	TON	155.00	0.00	0.00	1,749.95	0.00	0.00	1,749.95
Total :				11.29			TON		1,749.95	0.00	0.00	1,749.95
Total Invoice:				30.97					3,225.95	0.00	0.00	3,225.95

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 3,225.95

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000148608
Date: 05/12/23
Customer Job: 963-
Due Date: 06/11/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000148953
Inv Date: 05/17/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: BB 1 TY 6 STATE AID												
05/17/23	420063157	211330	BB 1 TY 6 STATE AID	1.19	TON	70.00	0.00	0.00	83.30	0.00	0.00	83.30
Total: BB 1 TY 6 STATE AID				1.19			TON		83.30	0.00	0.00	83.30
MATERIAL: WMA ST 12.5MM												
05/17/23	420063088	211941	WMA ST 12.5MM	2.11	TON	70.00	0.00	0.00	147.70	0.00	0.00	147.70
05/17/23	420063089	211941	WMA ST 12.5MM	10.13	TON	70.00	0.00	0.00	709.10	0.00	0.00	709.10
Total: WMA ST 12.5MM				12.24			TON		856.80	0.00	0.00	856.80
MATERIAL: COLD MIX												
05/17/23	420063159	224135	COLD MIX	11.55	TON	155.00	0.00	0.00	1,790.25	0.00	0.00	1,790.25
Total: COLD MIX				11.55			TON		1,790.25	0.00	0.00	1,790.25
Total Invoice:				24.98					2,730.35	0.00	0.00	2,730.35

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,730.35

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000148953
Date: 05/17/23
Customer Job: 963-

Due Date: 06/16/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000147583
Inv Date: 05/02/23
Page: Page 1 of 1

Customer Job: 963-

26009

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
nmoore@city.jackson.ms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: SC-1 TYPE 8												
05/2/23	420062440	211780	SC-1 TYPE 8	2.10	TON	75.00	0.00	0.00	157.50	0.00	0.00	157.50
05/2/23	420062441	211780	SC-1 TYPE 8	5.90	TON	75.00	0.00	0.00	442.50	0.00	0.00	442.50
05/2/23	420062451	211780	SC-1 TYPE 8	3.10	TON	75.00	0.00	0.00	232.50	0.00	0.00	232.50
Total: SC-1 TYPE 8				11.10			TON		832.50	0.00	0.00	832.50
MATERIAL: COLD MIX												
05/2/23	420062455	224135	COLD MIX	13.13	TON	155.00	0.00	0.00	2,035.15	0.00	0.00	2,035.15
Total: COLD MIX				13.13			TON		2,035.15	0.00	0.00	2,035.15
Total Invoice:				24.23					2,867.65	0.00	0.00	2,867.65

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,867.65

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000147583
Date: 05/2/23
Customer Job: 963-
Due Date: 06/01/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000149245
Inv Date: 05/19/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: WMA ST 12.5MM												
05/19/23	420063275	211941	WMA ST 12.5MM	12.29	TON	70.00	0.00	0.00	860.30	0.00	0.00	860.30
Total: WMA ST 12.5MM				12.29			TON		860.30	0.00	0.00	860.30
MATERIAL: COLD MIX												
05/19/23	420063318	224135	COLD MIX	5.31	TON	155.00	0.00	0.00	823.05	0.00	0.00	823.05
Total: COLD MIX				5.31			TON		823.05	0.00	0.00	823.05
Total Invoice:				17.60					1,683.35	0.00	0.00	1,683.35

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,683.35

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000149245
Date: 05/19/23
Customer Job: 963-

Due Date: 06/18/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email



A CRH COMPANY

PO Box 24508
Jackson, MS 39225-4508

Customer No: 210818
Invoice No: 4000148730
Inv Date: 05/15/23
Page: Page 1 of 1

Customer Job: 963-

City of Jackson
PO Box 17
Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us
mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson												
MATERIAL: COLD MIX												
05/15/23	420062984	224135	COLD MIX	10.71	TON	155.00	0.00	0.00	1,660.05	0.00	0.00	1,660.05
Total : COLD MIX				10.71			TON		1,660.05	0.00	0.00	1,660.05
Total Invoice:				10.71					1,660.05	0.00	0.00	1,660.05

Finance Charges will be applied to any late Invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,660.05

Amount Paid: _____

Customer Name: City of Jackson
Customer No: 210818
Invoice #: 4000148730
Date: 05/15/23
Customer Job: 963-
Due Date: 06/14/23

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.
PO Box 748550
Mississippi Division
Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices via email

39

**ORDER AMENDING THE ORDER ACCEPTING THE BID OF
FISKE INTERNATIONAL GROUP, CORPORATION FOR
CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH
FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS**

OFFICE OF THE CITY ATTORNEY
6/22/23

WHEREAS, Fiske International Group, Corporation was selected by the governing authorities of the City of Jackson and awarded a term bid for Twenty-Four Months of Service for Chipping, Grinding, Hauling and Disposal of Vegetative Debris on December 20, 2022; and

WHEREAS, it was ordered that payment for said landfill services would be made from the Solid Waste Enterprise Fund, Fund 9, in an amount not to exceed \$300,000.00 annually, and

WHEREAS, due to increased severe storm activity, there has been an increase in wood debris disposed in the active face of the rubbish cell which must be chipped and ground to remain in compliance with regulations set forth in the Solid Waste Management Permit issued by the Mississippi Department of Environmental Quality; and

WHEREAS, it is the recommendation of the Department of Public Works that the amount authorized for the twenty-four-month term bid be increased from \$300,000.00 to \$500,000.00 to cover the increase in volume of wood debris that needs to be chipped and ground.

IT IS, THEREFORE, ORDERED that the December 20, 2022 Order of the City Council setting the amount authorized for the Twenty-Four Months of Service for Chipping, Grinding, Hauling and Disposal of Vegetative Debris awarded to Fiske International Group, Corporation be amended to increase the authorization for services under the contract from \$300,000.00 to \$500,000.00 to cover the increase in vegetative debris that needs to be chipped and ground as a result of increased storm activity.

Agenda Item No. 39
June 22, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 16, 2023

	P O I N T S	C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AMENDING THE ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Infrastructure and Transportation																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits	The purpose of this amendment is to increase the amount of the current contract to allow for chipping and grinding of wood debris at the City Rubbish Facility.																																													
5.	Schedule (beginning date)																																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Public Works, Solid Waste Division																																													
8.	COST	Increase to \$300,000.00 to \$500,000.00																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	009-506.10.6419																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**City of Jackson
Department of Public Works**

To: Mayor Chokwe A. Lumumba

From: Robert Lee, Public Works Director/City Engineer

Council Agenda Item Briefing Memo

Agenda Item: ORDER AMENDING THE ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS

Item #:
Council Meeting: Regular Council Meeting, June 22, 2023
Consultant/Contractor: N/A
EBO: N/A
Purpose: To amend a contract with Fiske International Group, Corporation for chipping and grinding of wood debris at the City's Rubbish Facility.
Cost: \$500,000
Project/Contract Type:
Funding Source: Solid Waste Fund 009-506.10.6419
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: Fiske International Group, Corporation will continue to provide chipping and grinding services at the City's Rubbish Facility. Due to the recent severe storms, there has been an influx of wood debris which requires an amendment to the current contract to increase the cost from \$300,000.00 to \$500,000.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 20, 2022 10:00 A.M.**

485

<u>TO/FROM</u>	<u>FUNDS/ACCOUNT NUMBER</u>	<u>AMOUNT</u>
From:	001.442.40.6111 (Police Salaries)	\$96,000.00
To:	001.442.24.6419 (Other Professional Salaries)	\$96,000.00

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Foote recognized James Davis, Chief of JPD, who provided a brief overview of said item.

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

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

ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR A TWENTY-FOUR-MONTH SUPPLY OF SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS, (BID NO. 98846-092722).

WHEREAS, sealed bids for a twenty-four-month supply of services for chipping, grinding, hauling, and disposal of vegetative debris were opened September 27, 2022, wherein four (4) bids were received; and

WHEREAS, the Solid Waste Division will use these services to free up much needed disposal space at the City of Jackson's Class I Rubbish Site; and

WHEREAS, the contractor will be on site throughout the year at the City's landfill, to chip, grind and haul vegetative debris for disposal; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed all bids submitted and recommends that the governing authorities deem the bid submitted by Fiske International Group, Corporation, 50 Northtown Drive, Jackson, MS 39211, received September 27, 2022, to be the overall lowest and best bid received, as follows:

<u>COMPANY NAME</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER CUBIC YARD</u>
Fiske International Group, Corp. 50 Northtown Drive Jackson, MS 39211	1.	Unit price per cubic yard to load & transport debris from city site to vendor's reduction site.	\$1.50
	2.	Unit price per cubic yard to chip/grind debris.	\$4.50
	3.	Unit price per cubic yard to dispose of debris	\$1.40
	4.	Percentage paid per unit to city for sale of reduced material as mulch	\$0.40/cy-mulch

IT IS, THEREFORE, ORDERED that the bid of Fiske International Group, Corporation, 50 Northtown Drive, Jackson, MS 39211, for a twenty-four-month supply of services for chipping, grinding, hauling and disposal of vegetative debris, beginning upon approval of council and proceeding for the next twenty-four months with an option for a one-year extension, meets the City's specifications and is accepted as the overall lowest and best bid received, as follows:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 20, 2022 10:00 A.M.**

486

<u>COMPANY NAME</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER CUBIC YARD</u>
Fiske International Group, Corp. 50 Northtown Drive Jackson, MS 39211	1.	Unit price per cubic yard to load & transport debris from city site to vendor's reduction site.	\$1.50
	2.	Unit price per cubic yard to chip/grind debris.	\$4.50
	3.	Unit price per cubic yard to dispose of debris	\$1.40
	4.	Percentage paid per unit to city for sale of reduced material as mulch	\$0.40/cy- mulch

IT IS FURTHER ORDERED that payment for said landfill services will be made from the Solid Waste Enterprise Fund in an amount not to exceed \$300,000.00 annually.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11 AND 23.

WHEREAS, the City of Jackson solicited proposals for hazardous material consulting services for renovation and improvement projects at City Fire Stations 6, 7, 10, 11, and 23; and

WHEREAS, two proposals for sampling, testing, and reporting services were received; and

WHEREAS, Environmental Management Plus, Inc. submitted the best proposal at a cost of \$22,500.00; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize a contract with the best proposal of Environmental Management Plus, Inc. in the amount of \$22,500.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Environmental Management Plus, Inc. for hazardous material consulting services to include sampling, testing, and reporting services at City Fire Stations 6, 7, 10, 11, and 23 in an amount not to exceed \$22,500.00.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH ADVANTAGE BUSINESS SYSTEMS FOR THE RENTAL OF A KONICA MINOLTA BIZHUB C458 COPIER/PRINTER FOR THE WATER-SEWER ENGINEERING DIVISION.

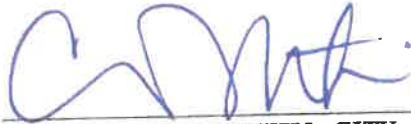
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-2799
Facsimile: (601) 960-1536

OFFICE OF THE CITY ATTORNEY
6/20/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

6/20/23
DATE

40

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

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

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

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

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

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

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

Agenda Item No. 40

June 22 ,2023

(C.Martin, Lumumba)

41

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

Agenda Item No. 41
June 22, 2023
(Jackson City Council)

42

43

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO INITIATE AN RFP FOR A LONG-TERM SOLID WASTE COLLECTION AGREEMENT COMMENCING APRIL 1, 2024 TO AVOID ANOTHER GARBAGE CRISIS. (FOOTE)

WHEREAS, currently the City of Jackson is under an emergency solid waste collection and hauling agreement with Richard's Disposal, Inc. for a one-year term commencing April 19, 2023 through March 31, 2024; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. for the period of April 19, 2023 through March 31, 2024, was approved to remedy the absence of residential solid waste collection for City of Jackson residents and comply with Mississippi state law; and

WHEREAS, the City of Jackson previously had a long-term Agreement for Solid Waste Collection Services that expired on September 30, 2021; and

WHEREAS, the City Council of Jackson, Mississippi does not currently have a long-term solid waste collections agreement; and

WHEREAS, not having a long-term solid waste collections agreement in place may cause unnecessary anxiety among Jackson's citizens as we get close to March 31, 2024.

BE IT HEREBY RESOLVED, that the City Council of Jackson, MS strongly urges the Mayor to initiate an RFP for a long-term solid waste collection agreement commencing April 1, 2024 to avoid another garbage crisis.

Agenda Item No. 43
June 22, 2023
(FOOTE)