



REVISED2

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

July 18, 2023

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **BISHOP HENRY JOSEPH OF ZION MINISTRIES**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS) (MALEMBEKA, LUMUMBA)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **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."**
4. **APPROVAL OF THE MAY 23, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
5. **APPROVAL OF THE JUNE 1, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
6. **APPROVAL OF THE JUNE 22, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
7. **APPROVAL OF THE JUNE 29, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

8. **ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 3 OF THE JACKSON CODE OF ORDINANCES. (BANKS)**
9. **AN ORDINANCE CREATING SECTION 86-21 CONCERNING THE USE OF CONSUMER FIREWORKS AND PROVIDING PENALTIES FOR VIOLATIONS.(GRIZZELL)**

REGULAR AGENDA

10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS) (MALEMBEKA, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000.00 FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
14. **ORDER ACCEPTING THE BID OF STRING'S BBQ, LLC, TO PROVIDE FOOD AND CONCESSION SERVICES AT THE PETE BROWN GOLF FACILITY AND GROVE PARK MUNICIPAL GOLF COURSE FOR THE DEPARTMENT OF PARKS AND RECREATION. (HARRIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND TANGENT SOLUTIONS, LLC FOR THE PURPOSE OF ADMINISTERING A SUMMER STEAM CAMP DURING THE 2023, 2024, AND 2025 SUMMER. (SCOTT, LUMUMBA)**
16. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO PROCURE HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING TO SUPPORT THE KRONOS TIMEKEEPING SYSTEM. (REID, LUMUMBA)**
17. **ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF #610 LIMESTONE (BID NO. 75077-050223). (R. LEE, LUMUMBA)**
18. **ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223). (R. LEE, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE 2024 ARTERIAL STREETS RESURFACING PROGRAM. (R. LEE, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT**

- HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE. (R. LEE, LUMUMBA)**
21. **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS. A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. (R. LEE, LUMUMBA)**
 22. **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80. (C. MARTIN, LUMUMBA)**
 23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR. (C. MARTIN, LUMUMBA)**
 24. **ORDER AUTHORIZING THE MAYOR TO AMEND THE THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY. (C. MARTIN, LUMUMBA)**
 25. **ORDER AUTHORIZING THE MAYOR TO TERMINATE/CANCEL THE LEGAL SERVICES WITH CARROLL WARREN & PARKER, PLLC IN REPRESENTING THE CITY OF JACKSON IN ANNEXATION MATTERS (ALL WARDS). (C. MARTIN, LUMUMBA)**
 26. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)**
 27. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
 28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL. (S.JORDAN, BANKS)**

DISCUSSION

29. **DISCUSSION: GROVE PARK (GRIZZELL)**
30. **DISCUSSION: PARKS (LEE)**
31. **DISCUSSION: 911 (LEE)**
32. **DISCUSSION: TELEVISION (CABLE) (STOKES)**
33. **DISCUSSION: PAY RAISES (CITY EMPLOYEES) (STOKES)**
34. **DISCUSSION: GARBAGE RFP (FOOTE)**
35. **DISCUSSION: COVID SPENDING/REIMBURSEMENT (FOOTE)**
36. **DISCUSSION: REIMBURSEMENT PAYROLL BY ITPM BORROWED PERSONNEL 12/31/2022 - 6/30/2023 (FOOTE)**
37. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

2

OFFICE OF THE CLERK
7/16/23
A.M. ROWNEY

ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE. (ALL WARDS)

WHEREAS, the Council of the City of Jackson, Mississippi, approved by order entered at its regular meeting on July 3, 2023, the Department of Revenue's Uniform Assessment Schedule for the assessment, calculation, and collection of ad valorem taxes on motor vehicles for the City of Jackson and the Jackson Municipal Separate School District; and

WHEREAS, the Council ordered the Clerk to publish notice to the public, to the effect that the said assessment schedule for motor vehicles had been approved and subject to the right of taxpayers and the public to examine and object to the same, and fixed a date therein, to wit, the 18th day of July 2023, which said the date was no more than fifteen (15) days after the date of the publication thereof, as the date for the hearing of protests and objections to the said assessment schedule and claims for adjustment thereunder; and

WHEREAS, the Council further ordered that the notice be published in the Mississippi Link, a newspaper of general circulation in the City of Jackson on July 13, 2023; and

WHEREAS, on July 18, 2023, the Council in the Council Chambers at City Hall in said city conducted a hearing to take on any complaint filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly; and

WHEREAS, the Council finds that no protests against said schedule were filed with the Clerk of the City of Jackson on or before 10:00 a.m., July 18, 2023, as provided for in said notice; therefore, no claim for adjustment was filed; and

WHEREAS, the Council now finds that in all things it is right and proper for said assessment schedule to be now made final.

IT IS, THEREFORE, ORDERED that the Council of the City of Jackson did not receive any complaints to the Department of Revenue's motor vehicle ad valorem tax assessment schedule for the year 2023-2024. The valuations therein set forth are finally approved after no complaints to the assessment were filed in writing to be heard on July 18, 2023.

*2 Public Hearing/Agenda Item #12
July 18, 2023
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 03, 2023
DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER FINALLY APPROVING 2023-2024 UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL 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	CHANGES IN CITY GOVERNMENT	
3.	Who will be affected	ALL TAXPAYERS IN THE CITY OF JACKSON, MISSISSIPPI AND THE PUBLIC SCHOOL DISTRICT	
4.	Benefits	PROVIDE FOR COLLECTION OF MOTOR VEHICLE AD VALOREM TAXES	
5.	Schedule (beginning date)	AUGUST 1, 2023	
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"/>	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 <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>	



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director
Department of Administration

DATE: July 3, 2023

RE: **Final Approval of 2023-2024 Uniform Assessment Schedule for the Assessment, Calculation, and Collection of Ad Valorem Taxes on Motor Vehicles for the City of Jackson and the Jackson Municipal Separate School District**

By order of the City Council on July 3, 2023, the Uniform Assessment Schedule prepared by the Department of Revenue was approved subject to written protest by taxpayers. Since there were no protests of the 2023-2024 Uniform Assessment Schedule, the Council can now make final the 2023-2024 Uniform Assessment Schedule by approval of this Council Order.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/2/03

OFFICE OF THE CITY ATTORNEY

This ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUES UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTION TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* SM

Date

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2023-2024

AUGUST 1, 2023 THROUGH JULY 31, 2024

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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SEMI-TRAILERS

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ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2023-2024

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2023-2024 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2023-2024, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 31st day of May, 2023

DEPARTMENT OF REVENUE,
Chris Graham, Commissioner

By Gisela Chism
Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2014 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSE

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

<u>SEMI-TRAILERS</u>	VAN TYPE	VALUES
<i>DRY FREIGHT</i> <i>ALL PURPOSE</i>	Aluminum, Plywood Walls, Wood Floor	
	40' - 43'-----	\$ 33,641
	45'-----	\$ 39,760
	48'-----	\$ 41,842
	53'-----	\$ 43,924



<u>SEMI-TRAILERS</u>	SIDE CURTAIN	VALUES
<i>DRY FREIGHT</i>	Steel and Aluminum	
	45'-----	\$ 45,288
	48'-----	\$ 48,480
	53'-----	\$ 50,904



<u>SEMI-TRAILERS</u>	REFRIGERATED	VALUES
<i>REFRIGERATED aka REEFER</i>	Aluminum, Insulated, Extruded Aluminum Floor	
	40' - 43'-----	\$ 73,087
	45'-----	\$ 78,292
	48'-----	\$ 82,801
	53'-----	\$ 85,136



<u>SEMI-TRAILERS</u>	DROP DECK VAN	VALUES
	Aluminum, Plywood Walls, Hardwood Floor	
	40' - 45'-----	\$ 55,205
	48'-----	\$ 61,765
	53'-----	\$ 64,982



SEMI-TRAILERS

FLATBED TYPE

VALUES

FLATBED

Steel, Wood Floor

40'-----	\$	41,766
45'-----	\$	43,381
48'-----	\$	44,794
53'-----	\$	49,942



SEMI-TRAILERS

FLATBED TYPE

VALUES

FLATBED

Aluminum

40'-----	\$	48,704
45'-----	\$	50,320
48'-----	\$	51,732
53'-----	\$	56,880



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
	Steel, Wood Floor	
<i>DROP DECK FLAT</i>		
	40' - 43'-----	\$ 52,880
	45'-----	\$ 54,572
	48'-----	\$ 56,263
	53'-----	\$ 57,954



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
	Aluminum	
<i>DROP DECK FLAT</i>		
	40' - 43'-----	\$ 60,742
	45'-----	\$ 62,434
	48'-----	\$ 64,124
	53'-----	\$ 65,815



SEMI-TRAILERS

LOWBOY

VALUES

LOWBOY

Fixed Gooseneck

25 Ton-----	\$	69,264
35 Ton-----	\$	73,607
50 Ton-----	\$	79,247
60 Ton-----	\$	83,532



SEMI-TRAILERS

LOWBOY

VALUES

LOWBOY

Detachable Gooseneck

25 Ton-----	\$	77,864
35 Ton-----	\$	82,207
50 Ton-----	\$	87,847
60 Ton-----	\$	92,132



SEMI-TRAILERS

LOG TRAILER

VALUES

LOG TRAILER

4 Bolster-----	\$	24,480
Home Made-----	\$	12,000



SEMI-TRAILERS

FEED TRAILER

VALUES

FEED

Aluminum-----	\$	59,976
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<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
PNEUMATIC DRY BULK aka POSSUM BELLY	Aluminum	
	40' or less-----	\$ 100,664
	42' -----	\$ 103,116
Cement, Lime, Sand, Etc.	Steel	
	40' or less-----	\$ 76,819
	42' -----	\$ 79,271



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
ASPHALT	Aluminum, Mild Steel	
	Liquid Asphalt-----	\$ 69,038



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>Uncoded</i>		
	Less than 7000 Gal-----	\$ 82,627
	7000 Gal-----	\$ 88,398
	More than 7000 Gal-----	\$ 91,774

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 406, 407 & 408</i>	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 96,884
	7000 Gal-----	\$ 102,655
	More than 7000 Gal-----	\$ 106,031

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 200, 201 & 312</i>	Rubber Lined	
	Less than 7000 Gal-----	\$ 109,374
	7000 Gal-----	\$ 115,145
	More than 7000 Gal-----	\$ 118,520

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 331</i>	Compressed gases	
	Less than 7000 Gal-----	\$ 123,821
	7000 Gal-----	\$ 129,592
	More than 7000 Gal-----	\$ 132,967



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 71,339
	8,000 – 9,000 Gallons-----	\$ 71,724
	10,000 Gallons-----	\$ 74,780

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 & 408</i>	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 96,888
	8,000 – 9,000 Gallons-----	\$ 97,273
	10,000 Gallons-----	\$ 100,330

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 & 312</i>	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 107,657
	8,000 – 9,000 Gallons-----	\$ 108,042
	10,000 Gallons-----	\$ 111,098

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 122,104
	8,000 – 9,000 Gallons-----	\$ 122,489
	10,000 Gallons-----	\$ 125,545



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
LIQUIFIED GASES MC 308	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons-----	\$ 111,061
	8,000 – 9,000 Gallons-----	\$ 111,432
	10,000 Gallons-----	\$ 114,398



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
SANITARY	Less Than 8,000 Gallons-----	\$ 61,932
FOOD GRADE	8,000 – 9,000 Gallons-----	\$ 67,531
Milk, Water, Syrup, Etc.	10,000 Gallons-----	\$ 70,806



SEMI-TRAILERS

GRAIN

VALUES

GRAIN

Hopper & Conveyor (Walking Floor)

Aluminum

1 Hopper & Conveyor-----	\$	50,323
2 Hopper & Conveyor-----	\$	51,892
3 or more Hopper-----	\$	53,122

Steel

1 Hopper & Conveyor-----	\$	39,308
2 Hopper & Conveyor-----	\$	40,877
3 or more Hopper-----	\$	42,107



SEMI-TRAILERS

LIVESTOCK

VALUES

LIVESTOCK

Aluminum

Less Than 42'-----	\$	71,202
43'- 47'-----	\$	75,228
48'-----	\$	80,165
53'-----	\$	82,502

Stainless Steel

Less Than 42'-----	\$	63,928
43'- 47'-----	\$	67,954
48'-----	\$	72,890
53'-----	\$	75,228



SEMI-TRAILERS

DUMP TYPE

VALUES

Aluminum

24'-33'-----	\$	65,167
34'-35'-----	\$	72,246
36'-----	\$	73,156

Stainless Steel

24'-33'-----	\$	53,087
34'-35'-----	\$	60,166
36'-----	\$	61,075



SEMI-TRAILERS

AUTO TRANSPORT

VALUES

Most----- \$ 78,780



SEMI-TRAILERS

CHIP

VALUES

CHIP

Aluminum

42'----- \$ 36,010
45'----- \$ 36,865
48'----- \$ 41,483
53'----- \$ 42,338



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



UTILITY TRAILER

SINGLE OR DOUBLE AXLE

VALUES

**FLAT BED, TILT
OR DROP GATE**

4X6-----	\$	548
4X8-----	\$	700
4X10-----	\$	850
5X8-----	\$	1,000
5X10-----	\$	1,345
5X12-----	\$	1,570
5X14-----	\$	1,595
6X8-----	\$	1,625
6X10-----	\$	1,670
6X12-----	\$	1,750
6X14-----	\$	1,765
6X16-----	\$	1,775
6X18-----	\$	2,265
7X10-----	\$	2,225
7X12-----	\$	2,335
7X14-----	\$	2,725
7X16-----	\$	2,775
7X18-----	\$	3,105
7X20-----	\$	3,650
8X12-----	\$	3,770
8X14-----	\$	4,022
8X16-----	\$	4,144
8X18-----	\$	4,327
8X20-----	\$	4,509
9X12-----	\$	4,884
9X14-----	\$	5,259
9X16-----	\$	5,634
9X18-----	\$	6,009
9X20-----	\$	6,384
9X24-----	\$	6,759



UTILITY TRAILER

DUMP

VALUES

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



UTILITY TRAILER

EQUIPMENT

VALUES

SOLID FLOOR	6X20-----	\$	2,200
WITH RAMPS	6X24-----	\$	3,190
OR DOVE TAIL	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



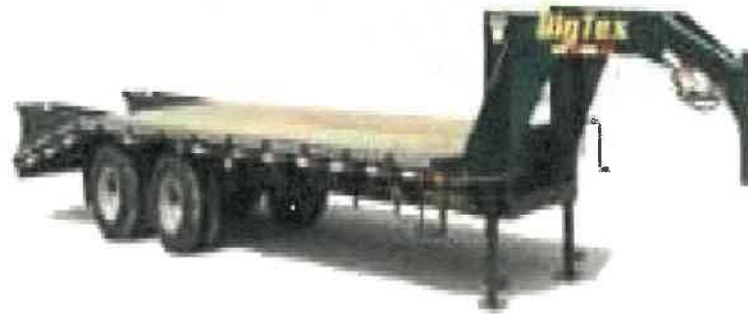
UTILITY TRAILER

EQUIPMENT

VALUES

**GOOSENECK AND
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>	
OPEN / DRIVE ON	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
ENCLOSED	8X18-----	\$ 10,200
	8X20-----	\$ 11,700
	8X22-----	\$ 12,360
	8X24-----	\$ 12,990
	8X26-----	\$ 13,680
	8X28-----	\$ 13,800
	8X30-----	\$ 14,450
	8X32-----	\$ 15,000
	8X34-----	\$ 15,380
	9X18-----	\$ 15,720
	9X20-----	\$ 16,290
	9X22-----	\$ 16,400
	9X24-----	\$ 16,860
	9X26-----	\$ 16,990
	9X28-----	\$ 17,100
	9X30-----	\$ 17,280
	9X32-----	\$ 17,310



UTILITY TRAILER

CAR CARRIER

VALUES

**ENCLOSED V-
NOSE**

8X20-----	\$	11,900
8X22-----	\$	12,100
8X24-----	\$	13,225
8X26-----	\$	13,790
8X28-----	\$	14,355
8X30-----	\$	14,820
8X32-----	\$	15,320
8X34-----	\$	16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
ENCLOSED	8X20-----	\$ 12,970
	8X22-----	\$ 13,125
	8X24-----	\$ 13,200
GOOSENECK / PINTEL	8X26-----	\$ 13,320
	8X28-----	\$ 14,510
	8X30-----	\$ 14,760
	8X32-----	\$ 15,280
	8X34-----	\$ 15,500
	8X36-----	\$ 15,570
	8X38-----	\$ 15,900
	8X40-----	\$ 16,375
	8X42-----	\$ 16,550
	8X44-----	\$ 16,750
	8X46-----	\$ 16,900
	8X48-----	\$ 17,275
	8X50-----	\$ 17,500
	8X53-----	\$ 18,090
	9X28-----	\$ 18,500
	9X32-----	\$ 19,050
	9X44-----	\$ 19,900
9X48-----	\$ 26,215	
9X50-----	\$ 26,800	



UTILITY TRAILER

CARGO

VALUES

**PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



UTILITY TRAILER

CARGO

VALUES

PULL BEHIND	6X12-----	\$	4,658
TANDEM AXLE	6X14-----	\$	4,774
V-NOSE	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
PULL BEHIND SINGLE AXLE	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>
PULL BEHIND	5X8-----	\$ 2,592
SINGLE AXLE	5X10-----	\$ 2,805
V-NOSE	5X12-----	\$ 2,902
	6X10-----	\$ 3,018
	6X12-----	\$ 3,199
	6X14-----	\$ 3,315
	7X12-----	\$ 3,605



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
GOOSENECK	7X14-----	\$	4,500
TANDEM AXLE	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER

CARGO

VALUES

GOOSENECK	9X34-----	\$	8,990
TRI-AXLE	9X36-----	\$	9,625
	9X38-----	\$	10,225
	9X40-----	\$	10,800
	9X42-----	\$	11,300
	9X44-----	\$	11,775
	9X46-----	\$	12,400
	9X48-----	\$	15,000



BOAT TRAILER

SINGLE AXLE

VALUES

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER

TANDEM AXLE

VALUES

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER

TRI - AXLE

VALUES

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

**CHARMAC
ALUMINUM**

STOCK TRAILER

BUMPER PULL

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D STOCK TRAILER

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM STOCK TRAILER

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL

STOCK TRAILER

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D

**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D

**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE

STOCK TRAILER

GOOSENECK

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER

GOOSENECK

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD

HORSE TRAILER

BUMPER PULL

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS

STOCK TRAILER

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM

STOCK TRAILER

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

**FEATHERLITE
ALUMINUM**

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

**FEATHERLITE
ALUMINUM**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

**HORSE TRAILER
w/LIVING QUARTERS**

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE
STEEL**

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE
STEEL**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM

STOCK TRAILER

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER

STOCK TRAILER

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER

STOCK TRAILER

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER

STOCK TRAILER

GOOSENECK CONTINUED

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT

STOCK TRAILER

BUMPER PULL

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN

STOCK TRAILER

BUMPER PULL

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST

STOCK TRAILER

BUMPER PULL

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS

STOCK TRAILER

STEEL

BUMPER PULL

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

HORSE TRAILER

BUMPER PULL

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

		<u>STEEL</u>	<u>ALUMINUM</u>
BUMPER PULL			
6X14-----	\$	4,386	\$ 10,971
6X16-----	\$	4,663	\$ 11,661
6X18-----	\$	4,880	\$ 12,205
6X20-----	\$	5,521	\$ 13,134

GOOSENECK

6X14-----	\$	5,214	\$ 13,041
6X16-----	\$	5,485	\$ 13,717
6X18-----	\$	6,036	\$ 15,097
6X20-----	\$	6,136	\$ 15,197
6X24-----	\$	6,323	\$ 15,813

HORSE TRAILER

BUMPER PULL

TWO HORSE STRAIGHT LOAD-----	\$	4,323	\$ 10,812
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TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT-----	\$	4,599	\$ 11,502
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TWO HORSE STOCK w/TACK/DRESSING ROOM-----	\$	5,002	\$ 12,510
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TWO HORSE SLANT w/TACK/DRESSING ROOM-----	\$	5,427	\$ 13,571
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THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$	5,819	\$ 14,553
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GOOSENECK

THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$	6,281	\$ 15,707
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FOUR HORSE SLANT w/TACK/DRESSING ROOM-----	\$	6,726	\$ 16,822
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BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
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GENERIC

STREET LEGAL GOLF CARTS

AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



3

4

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.

Consent Agenda Item No. 4
July 18, 2023
(S.Jordan, Banks)

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.

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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 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-21-866 – 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.

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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.

* * * * *

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

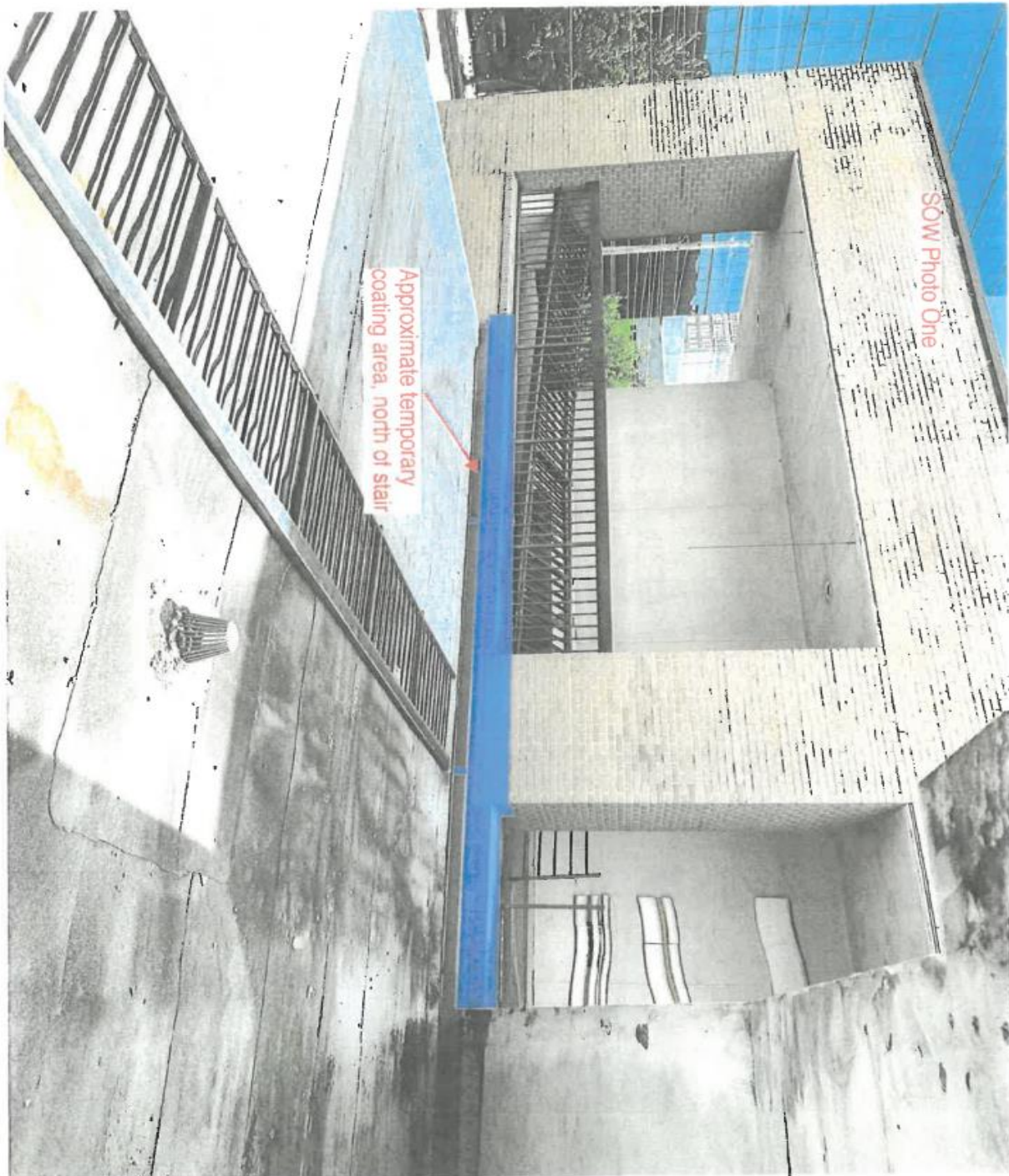
Mr. David Marsh
April 20, 2023
Page2

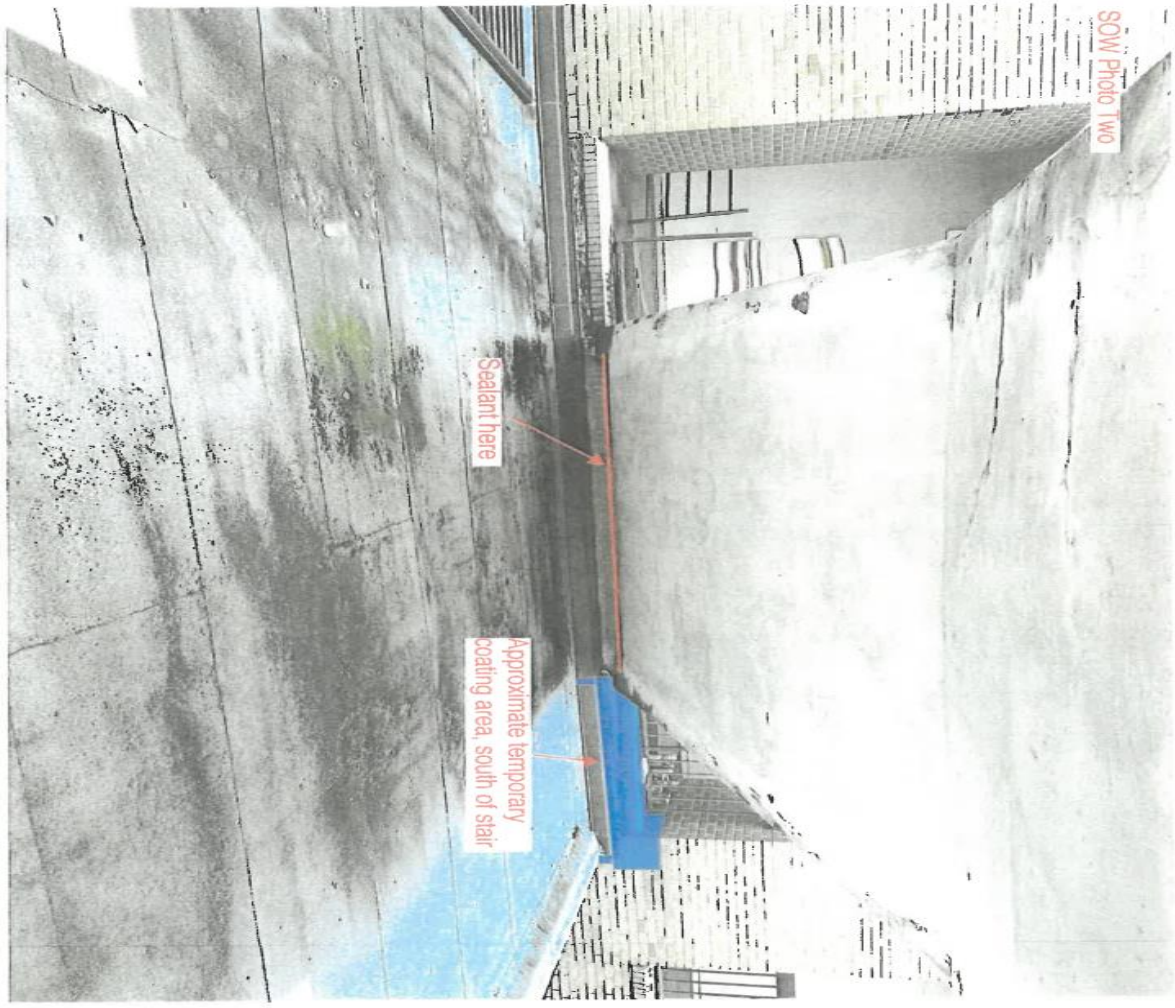
Note that we make no guaranty that completion of this scope of work will cause the cessation of moisture into the structure. We appreciate the opportunity to offer this quotation. If there are any questions, please call.

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

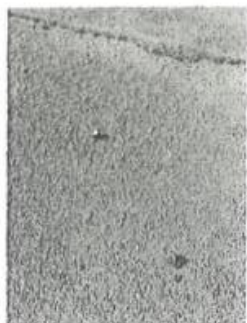


Investigate Leak

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

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**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

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**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on June 22, 2023, being the fourth 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, Vice-President, Ward 2; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Terry Williamson, Legal Counsel.

Absent: None.

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

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The invocation was offered by **Sabrina Shelby of Word of Life Church**.

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

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The following individuals provided public comments during the meeting:

- **Shelia O’Flaherty** expressed concerns regarding Agenda Item No. 35.
- **Curtis Upkins, Entergy Region Customer Service Manager**, provided an update regarding the restoration of power to citizens as a result of recent storm damage.

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APPROVAL OF THE MAY 25, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – Grizzell.

Absent – None.

* * * * *

Consent Agenda Item No. 6
July 18, 2023
(S.Jordan, Banks)

MINUTE BOOK 6X

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

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

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

Nays – Grizzell.

Absent – None.

* * * * *

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.

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.

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.

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

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

Nays – Grizzell.

Absent – None.

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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.

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

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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.

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.

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

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

Nays – Grizzell.

Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, 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.

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

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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.

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.

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

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

Nays – Grizzell.

Absent – None.

* * * * *

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.

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

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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.

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.

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

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

Nays – Grizzell.

Absent – None.

* * * * *

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.

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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.

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.

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.

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

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

Nays – Grizzell.

Absent – None.

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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.

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.

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.

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.

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

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

Nays – Grizzell.

Absent – None.

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There came on for Introduction, Agenda Item No. 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. Council Member Lindsay requested that the Council suspend the rules to adopt said item.

President Foote recognized **Council Member Lindsay** moved, seconded by **Vice President Lee**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

Thereafter, **President Foote** requested that the Clerk read the Order:

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.

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; and

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;"and

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; and

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; and

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; and

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; and

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; and

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; and

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; and

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; and

WHEREAS, it is anticipated that such study and review can reasonably be completed within a period of twelve months; and

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; and

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; and

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.

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.

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

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

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The following individuals provided public comments during the meeting:

- **Sandra McLain** who expressed concerns regarding Agenda Item No. 48.

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President Foote requested that Agenda Items No. 15, 16, 17 and 14 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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 his 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.

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

President Foote recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

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

* * * * *

ORDER CONFIRMING THE MAYOR'S NOMINATION OF MR. MITCH MCGUFFEY 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. 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 30, 2028.

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

President Foote recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

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

ORDER 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.

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

President Foote recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

President Foote recognized **Pamela Scott**, who gave her personal statement and answered questions posed to her by Council Members.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

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 City Council 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 #	Name of Owner	Total Sq Ft	Tax (\$)
2- 1-	Chasseur Realty Invest Jackson LLC	209,274	16,741.92
2- 3- 1	HGS Investments, LLC	14,709	1,176.72

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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
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

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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

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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

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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

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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

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<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

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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

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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

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

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

ORDER REVISING THE BUDGET FOR FISCAL YEAR 2022-2023 FOR THE JACKSON CITYCOUNCIL AND OFFICE OF THE CLERK OF COUNCIL.

WHEREAS, certain unanticipated needs have arisen since the adoption of the Fiscal Year 2022-2023 budget; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding for these unanticipated needs; and

WHEREAS, the following line items are being revised and increased by the following amounts to provide funds for Special Legal Services.

416006414 - \$48,011.71

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 budget be revised in the amount of \$48,011.71, as follows to provide funds for Special Legal Services:

From Account #	To Account #	Amount
416006112	416006414	\$22,000.00
416006240	416006414	\$ 1,500.00

**SPECIAL MEETING OF THE CITY COUNCIL
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416006419	416006414	\$1,900.00
416006219	416006414	\$3000.00
416006218	416006414	\$3000.00
402006419	416006414	\$10,861.71
402006432	416006414	\$4,250.00
402006240	416006414	\$15,00.00

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

President Foote recognized **Council Member Stokes** who moved, seconded by **Council Member Banks** to substitute said order with the recommended amended order provided by **Shanekia Jordan, Clerk of Council**. The motion prevailed by the following vote:

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

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

ORDER REVISING THE BUDGET FOR FISCAL YEAR 2022-2023 FOR THE JACKSON CITYCOUNCIL AND OFFICE OF THE CLERK OF COUNCIL.

WHEREAS, certain unanticipated needs have arisen since the adoption of the Fiscal Year 2022-2023 budget; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding for these unanticipated needs; and

WHEREAS, the following line items are being revised and increased by the following amounts to provide funds for Special Legal Services.

416006414 - \$48,011.71

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 budget be revised in the amount of \$48,011.71, as follows to provide funds for Special Legal Services.

From Account #	To Account #	Amount
416006240	416006414	\$1,500.00
416006419	416006414	\$1,900.00
416006219	416006414	\$3,000.00
416006218	416006414	\$3,000.00

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402006112	416006414	\$22,000.00
402006419	416006414	\$10,861.71
402006432	416006414	\$4,250.00
402006240	416006414	\$15,000.00

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

* * * * *

ORDER APPROVING CLAIMS NUMBER 28954 to 29023 APPEARING AT PAGES 504 TO 533 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,545,242.80 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28954 to 29023 appearing at pages 504 to 533, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,545,242.80 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,008,376.75
TECHNOLOGY FUND	34,530.00
PARKS & RECR. FUND	87,536.96
LANDFILL/SANITATION FUND	51,736.66
FIRE PROTECTION	9,417.50
STATE TORT CLAIMS FUND	138,195.83
WATER/SEWER REVENUE FUND	2,438.00
WATER/SEWER OP & MAINT FUND	2,587,298.36
EMPLOYEES GROUP INSURANCE FUND	164,449.61
KELLOGG FOUNDATION PROJECT	2,708.34
PAYROLL FUND	2,238.27
HOUSING COM DEV ACT (CDBG) FD	50,068.17
EMERGENCY SHELTER GRANT (ESG)	6,097.10
H O P W A GRANT – DEPT. OF HUD	96,066.98
INFRASTRUCTURE BOND 2020 \$32M	1,797,836.79

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1% INFRASTRUCTURE TAX	41,681.92
MADISON SEWAGE DISP OP & MAINT	68.63
TRANSPORTATION FUND	51,592.21
RESURFACING – REPAIR & REPL. FD	19,145.10
POLICE PROP EVIDENCE CASH FUND	1,571.00
P E G ACCESS – PROGRAMMING FUND	10,336.63
MODERNIZATION TAX	135,775.01
ESG COVID CARES ACT	3,977.06
CDBG COVID CARES	12,063.66
2020 SAKI GRANT DOJ	2,467.06
ZOOLOGICAL PARK	10,967.92
AMERICAN RESCUE PLAN ACT 2021	24,000.00
LIBRARY FUND	9,453.50
DFA – LAKE HICO AND NORTHGATE	4,500.00
DFA – THALIA MARA HALL \$2M	41,372.00
MDOT – CMPDD PROJECTS	125,045.78
2022 GO PLANETARIUM BOND \$7.5M	1,730.00
HOME AMERICAN RESCUE PLAN	10,500.00
TOTAL	<u>\$7,545,242.80</u>

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

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

President Foote moved; seconded by **Council Member Hartley** to amend claims to add payments in the amount of \$9,652.50 and \$36,065.25 to Martin and Martin, and a payment to Mills, Scanlon, Dye, and Pittman in the amount of \$27,658.02 for a total of \$73,375.77. The motion prevailed by the following vote:

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

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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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ORDER APPROVING CLAIMS NUMBER 28954 to 29023 APPEARING AT PAGES 504 TO 533 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,618,618.57 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28954 to 29023 appearing at pages 504 to 533, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,618,618.57 hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,081,752.52
TECHNOLOGY FUND	34,530.00
PARKS & RECR. FUND	87,536.96
LANDFILL/SANITATION FUND	51,736.66
FIRE PROTECTION	9,417.50
STATE TORT CLAIMS FUND	138,195.83
WATER/SEWER REVENUE FUND	2,438.00
WATER/SEWER OP & MAINT FUND	2,587,298.36
EMPLOYEES GROUP INSURANCE FUND	164,449.61
KELLOGG FOUNDATION PROJECT	2,708.34
PAYROLL FUND	2,238.27
HOUSING COM DEV ACT (CDBG) FD	50,068.17
EMERGENCY SHELTER GRANT (ESG)	6,097.10
H O P W A GRANT – DEPT. OF HUD	96,066.98
INFRASTRUCTURE BOND 2020 \$32M	1,797,836.79
1% INFRASTRUCTURE TAX	41,681.92
MADISON SEWAGE DISP OP & MAINT	68.63
TRANSPORTATION FUND	51,592.21
RESURFACING – REPAIR & REPL. FD	19,145.10
POLICE PROP EVIDENCE CASH FUND	1,571.00
P E G ACCESS – PROGRAMMING FUND	10,336.63
MODERNIZATION TAX	135,775.01
ESG COVID CARES ACT	3,977.06
CDBG COVID CARES	12,063.66
2020 SAKI GRANT DOJ	2,467.06

**SPECIAL MEETING OF THE CITY COUNCIL
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ZOOLOGICAL PARK	10,967.92
AMERICAN RESCUE PLAN ACT 2021	24,000.00
LIBRARY FUND	9,453.50
DFA – LAKE HICO AND NORTHGATE	4,500.00
DFA – THALIA MARA HALL \$2M	41,372.00
MDOT – CMPDD PROJECTS	125,045.78
2022 GO PLANETARIUM BOND \$7.5M	1,730.00
HOME AMERICAN RESCUE PLAN	10,500.00
TOTAL	<u>\$7,618,618.57</u>

Yeas – Banks, Foote, Hartley and Stokes.

Nays – Grizzell, Lee and Lindsay.

Absent – None.

* * * * *

President Foote requested that Discussion Items No. 46 and 48 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: EMS DISTRICT/AMBULANCE SERVICE: **President Foote** recognized **Vice President Lee** who expressed concerns regarding slow response times and unanswered calls with the current ambulance service provider. **Vice President Lee** stated that maybe a change was needed.

* * * * *

The following individuals provided public comments during the meeting:

- **Donna Echols** who expressed concerns regarding Agenda Item No. 46.

* * * * *

Note: Council Member Grizzell left the meeting.

* * * * *

There came on for Discussion, Agenda Item No. 48:

DISCUSSION: UPDATE ON KEYSHIA SANDERS INVESTIGATION: **President Foote** recognized **Council Member Stokes** who requested an update regarding the Keyshia Sanders investigation. **Council Member Stokes** stated a special meeting may be needed and expressed a desire to bring in someone to investigate.

* * * * *

Note: Council Member Stokes left the meeting.

* * * * *

President Foote requested that Agenda Items No. 26 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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).

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 hase 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.

-
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 crosssection for channel improvements.
 - a. Analyze watersurface elevation information and compare to FFE (possible 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, Stantec 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 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 water 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

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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.

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

President Foote recognized **Robert Lee, Public Works Director**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

President Foote requested that Agenda Items No. 37 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 2023 RESURFACING PROGRAM.

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 conditionals 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 conduction 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.
 - 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 Contracts Documents.
 - Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
 - Conduce 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 a 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 owners 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 an 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.

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

President Foote recognized **Robert Lee, Public Works Director**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28954 TO 29023 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28954 to 29023 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,137.86 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		2,428,108.92
PARKS & RECR FUND		103,612.36
LANDFILL FUND		18,261.22
SENIOR AIDES		3,440.22
WATER/SEWER OPER & MAINT		116,597.66
PAYROLL	\$95,137.86	
HOUSING COMM DEV		8,425.27
TITLE III AGING PROGRAMS		6,010.52
TRANSPORTATION FUND		18,213.18
PEG ACCESS-PROGRAMMING FUND		5,463.95
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		33,088.30
AMERICAN RESCUE PLAN ACT 2021		9,950.37
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		\$2,762,205.45

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

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

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.

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

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.

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

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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.

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.

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

Note: Council Member Banks left the meeting.

* * * * *

**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; and

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.

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.

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

Yeas –Foote, Hartley, Lee and Lindsay.

Nays – None.

Absent – Banks, Grizzell and Stokes.

* * * * *

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.

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.

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.

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

President Foote recognized **Tyrone Buckley, Deputy Chief of Investigative Services of the Jackson Police Department**, who provided a brief overview of said item.

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

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

* * * * *

Note: Council Member Banks returned to the meeting.

* * * * *

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.

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 Receptions Department may continue to provide safe family entertainment events and services for the youth and citizens of Jackson; and

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WHEREAS, the funds are requested to be transferred to the “Other Professional Services” Category below; and

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.

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.

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

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

* * * * *

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).

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 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.

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.

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

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

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

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

* * * * *

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).

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

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WHEREAS, Pennington & Trim provided services to the Jackson Zoo Gift Shop since the year 2020.

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.

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

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

Nays – None.

Absent – Grizzell and Stokes.

* * * * *

President Foote requested that Discussion Items No. 47 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: SWIMMING POOLS: President Foote recognized **Vice President Lee** who expressed gratitude for the pool being open and operational in the Presidential Hills area and inquired about the operation schedules for the pool and splash pad. **Ison Harris, Director of Parks and Recreation** advised Council of the operation schedule for the City’s pools and splash pads.

* * * * *

Note: Council Member Grizzell returned to the meeting.

* * * * *

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.

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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER ACCEPTING THE COMPETITIVE PROPOSAL OF UPCHURCH SERVICE, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS.

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 \$33,580.00, 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 \$34,600.00 for year two and \$35,630.00 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.;
 - 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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH CRAFT CROSWELL, 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 Craft Croswell, 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.



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,


David Marsh,
President

Accepted by: _____
City of Jackson, Mississippi

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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ORIGINAL

Craft Croswell	Quotation / Bid
110 Ridgeland Plaza Ridgeland, MS 39167 601-856-0801 Fax 601-856-9476	

Benchmark Construction

TODAY'S DATE: **March 10, 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 601-856-0801 if you have any questions. Out of town call 1-800-279-0861. Certificate of Responsibility Nos: MS #21117-MC LA #82168 TN #00062422 AL #8-65608 AR# 0408930122

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		\$8,721
1.00	Patch VCT up to 44 SqFt		\$427
Alternates:			
	Repair Back Stair Treads	\$859	
	Furnish and Install LVT and Rubber in Dressing Rooms and Corridor	\$34,371	
	<i>Title Includes Stripping existing VCT and Demo existing Carpet</i>		
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.		
	<p>\$80,973 \$859 \$34,371 \$122,197</p>		

STANDARD CONDITIONS

ADDENDUM READ:

Subtotal **\$86,073**

OF THIS BID / QUOTATION:

No Sales Tax is included in quote.

(To be incorporated into any final contract):

TOTAL QUOTE \$86,073

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 #760 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 containment; 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:

Sid Nowell, Estimator

X

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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Revised

Craft Croswell 116 Ridgeland Plaza Ridgeland, MS 39157 601-856-8861 Fax 601-856-9475	Quotation / Bid
--	-----------------

Benchmark Construcion

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		\$853
	Furnish and Install LVT and Rubber in Dressing Rooms and Corridor This Includes Stripping existing VCT and Demo existing Carpet		\$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	ADDENDA READ:	Subtotal	\$122,197
OF THIS BID / QUOTATION:		MPC TAX ADD	4,427.32
(To be Incorporated into any final contract):		TOTAL QUOTE	\$126,624
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/ship certain items, client will pay that amount. This proposal is valid for thirty (45) 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
By: *Sid Newell*
Sid Newell, Estimator

Approved for order by:
x _____

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT.

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

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

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

WHEREAS, necessary repairs which must take place at both Thalia Mara and the Arts Center prior to June 10, 2023 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.

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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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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
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.



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,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Ch...', written over a horizontal line.

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.

601.977.9990 • Fax 601.977.8838 • P.O. Box 12730 • Jackson, MS 39236-2730



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,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, likely representing the City of Jackson.

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 motor freight station nearest job site. Delivery to carrier shall constitute delivery to purchaser. This proposal is subject to acceptance within 30 days, or before earlier withdrawal by Seller. Installation and/or allowances are not included in the above pricing unless otherwise noted.

Accepted:

By:

CHARLES D. STACY

Date:

CAPITOL HARDWARE COMPANY, INC.

601.977.9990 • Fax 601.977.8838 • P.O. Box 12790 • Jackson, MS 39234-2790



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



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 CONSENSUSDOCS 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.



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,

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

David Marsh,
President

Accepted by:

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

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
C/o Benchmark Construction

Date: 06.07.2023

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.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 22, 2023 10:00 A.M.**

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

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

Nays – None.

Absent – Stokes.

* * * * *

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).

WHEREAS, bid number 74507-051623 for a twelve-month supply of Asphaltic Paving Materials was awarded June 6, 2023 and recorded at minute book 5I, 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**

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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
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$84.00 Ton	\$89.00 Ton

***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.

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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.

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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

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

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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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

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	\$ 6,000.00
009-506.10.6916	009-506.10.6514	\$ 114,000.00

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
009-455.10.6317	009-455.10.6242	\$ 6,000.00
009-506.10.6916	009-506.10.6514	\$ 114,000.00

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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, CARE & MAINTENANCE DIVISION.

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.

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

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

* * * * *

ORDER RATIFYING AN EMERGENCY CONTRACT FOR WATER REMEDIATION WITH SERVPRO OF JACKSON FOR THE WILLIE MORRIS LIBRARY AND AUTHORIZING PAYMENT.

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

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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.

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

President Foote recognized **Robert Lee, Public Works Director**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

* * * * *

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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER RATIFYING PROCUREMENT OF ASPHALT FROM APAC MISSISSIPPI, INC. FOR THE DEPARTMENT OF PUBLIC WORKS, PAVED STREETS DIVISION, AND AUTHORIZING PAYMENT.

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.

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

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

Nays – Foote.

Absent – Stokes.

* * * * *

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.

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 will be made from the Solid Waste Enterprise fund 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 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 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 increased 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.

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

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 Grizzell 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

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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.

Council Member Grizzell 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 URGING
THE MAYOR TO INITIATE AN RFP FOR A LONG-TERM SOLID WASTE
COLLECTION AGREEMENT COMMENCING APRIL 1, 2024 TO AVOID
ANOTHER GARBAGE CRISIS.**

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

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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.

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

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

There came on for Discussion, Agenda Item No. 50:

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 4:00 p.m. on June 29, 2023. At 1:29 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
MAYOR **DATE**

ATTEST:

CITY CLERK

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 2:32 p.m. Wednesday, June 28, 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 Office of the City Attorney to enter into a Stipulated Order with the United States of America through the Environmental Protection Agency and the State of Mississippi through the Mississippi Department of Environmental Quality in United States of America, et al vs the City of Jackson, Mississippi, Case No. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS. (2) Order authorizing the Office of the City Attorney to retain bond counsel for the limited purpose of providing advice about the Stipulated Order. The meeting was convened in the Council Chambers located at 219 S. President Street at 4:00 p.m. on June 29, 2023 being the fifth 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); Kenneth I. Stokes, Ward 3; Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

* * * * *

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

* * * * *

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A STIPULATED ORDER WITH THE UNITED STATES OF AMERICA THROUGH THE ENVIRONMENTAL PROTECTION AGENCY AND THE STATE OF MISSISSIPPI THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS.

WHEREAS, the parties negotiated a Consent Decree in the matter of *United States of America, et al. vs. The City of Jackson, Mississippi*, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss. on March 1, 2013; and

WHEREAS, while the City has worked diligently to comply with the terms of the Consent Decree, due to severe financial constraints caused by a failed meter modernization project, the COVID-19 Pandemic, declining customer base for its Water-Sewer Utility, and the large proportion of customers with incomes at or below the poverty level, the City has not been able to comply with all the requirements of the Consent Decree; and

WHEREAS, beginning in 2018, the City has been negotiating with the Plaintiffs to modify the Consent Decree to improve the City’s ability to comply and account for the challenges facing the City since the entry of the Consent Decree; and

WHEREAS, following the entry of an Interim Stipulated Order in *United States vs. City of Jackson, Mississippi*, Civil Action No. 3:22-cv-686-HTW-LGI, U.S.S.D. Miss. November 29, 2022, the parties to the Clean Water Act Consent Decree determined that the best interests of all parties would be served by placing the operation and maintenance of the City of Jackson’s wastewater collection, transmission, and treatment systems (“WCTS”) under the authority of an Interim Third-Party Manager (“ITPM”); and

WHEREAS, the proposed Stipulated Order would stay the existing Consent Decree while the Stipulated Order is in effect; and

WHEREAS, the proposed Stipulated Order would place the operation and maintenance of the City of Jackson’s WCTS under the authority of Ted Henifin, who is currently the ITPM for the

City’s drinking water system (water treatment plants and distribution system) and Water-Sewer Business Administration (WSBA) Division, and who would be an officer of the Court, but would be required to advise, consult, and collaborate with the City of Jackson Public Works Director; and

WHEREAS, under the proposed Stipulated Order, the ITPM would be responsible for paying the cost of operation and maintenance of the WCTS and debt service payments as they come due from the revenue generated through customer billings; and

WHEREAS, the City would transfer to the ITPM ARPA matching funds used to obtain additional matching funds from Mississippi through the Municipality and County Water Infrastructure Grant Program for projects to improve the WCTS; and

WHEREAS, during the Stipulated Order, the ITPM would be focused on addressing 216 Emergency Sewer Failures, which are locations of known SSOs or other conditions indicative of sewer failure that have been prioritized for assessment and repair; and

WHEREAS, the ITPM would also prioritize repairs to the wastewater collection system in and around the Queen Lane subdivisions; and

WHEREAS, the ITPM would also work to complete a list of priority projects designated in the Stipulated Order during the term of the Stipulated Order; and

WHEREAS, the length of the Stipulated Order is anticipated to be four (4) years and, prior to its conclusion, the parties will create a transition plan and complete negotiations for a new or modified Consent Decree; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities authorize the Office of the City Attorney to sign a Stipulated Order on behalf of the City contingent on concurrence by the U.S. Environmental Protection Agency and U.S. Department of Justice and contingent on a favorable memorandum concerning the Stipulated Order from the City’s bond counsel.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to sign a Stipulated Order on behalf of the City in United States of America, et al. vs. The City of Jackson, Mississippi, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss., consistent with the terms of the Order presented to the governing authorities.

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

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

President Foote recognized **Council Member Lindsay** who moved, seconded by **Council Member Hartley** to go into Closed Session to discuss pending litigation for Case No. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss pending litigation.

Note: Vice President Lee left the meeting.

During Closed Session, **Council Member Grizzell** moved and **Council Member Hartley** seconded to go into Executive Session to discuss pending litigation on Case No. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS. The motion prevailed by the following vote:

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

Note: Vice President Lee returned to the meeting.

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

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

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

During Executive Session, the Council took action on Agenda Item No. 1:

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A STIPULATED ORDER WITH THE UNITED STATES OF AMERICA THROUGH THE ENVIRONMENTAL PROTECTION AGENCY AND THE STATE OF MISSISSIPPI THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS.

WHEREAS, the parties negotiated a Consent Decree in the matter of *United States of America, et al. vs. The City of Jackson, Mississippi*, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss. on March 1, 2013; and

WHEREAS, while the City has worked diligently to comply with the terms of the Consent Decree, due to severe financial constraints caused by a failed meter modernization project, the COVID-19 Pandemic, declining customer base for its Water-Sewer Utility, and the large proportion of customers with incomes at or below the poverty level, the City has not been able to comply with all the requirements of the Consent Decree; and

WHEREAS, beginning in 2018, the City has been negotiating with the Plaintiffs to modify the Consent Decree to improve the City’s ability to comply and account for the challenges facing the City since the entry of the Consent Decree; and

WHEREAS, following the entry of an Interim Stipulated Order in *United States vs. City of Jackson, Mississippi*, Civil Action No. 3:22-cv-686-HTW-LGI, U.S.S.D. Miss. November 29, 2022, the parties to the Clean Water Act Consent Decree determined that the best interests of all parties would be served by placing the operation and maintenance of the City of Jackson’s wastewater collection, transmission, and treatment systems (“WCTS”) under the authority of an Interim Third-Party Manager (“ITPM”); and

WHEREAS, the proposed Stipulated Order would stay the existing Consent Decree while the Stipulated Order is in effect; and

WHEREAS, the proposed Stipulated Order would place the operation and maintenance of the City of Jackson’s WCTS under the authority of Ted Henifin, who is currently the ITPM for the

City’s drinking water system (water treatment plants and distribution system) and Water-Sewer Business Administration (WSBA) Division, and who would be an officer of the Court, but would be required to advise, consult, and collaborate with the City of Jackson Public Works Director; and

WHEREAS, under the proposed Stipulated Order, the ITPM would be responsible for paying the cost of operation and maintenance of the WCTS and debt service payments as they come due from the revenue generated through customer billings; and

WHEREAS, the City would transfer to the ITPM ARPA matching funds used to obtain additional matching funds from Mississippi through the Municipality and County Water Infrastructure Grant Program for projects to improve the WCTS; and

WHEREAS, during the Stipulated Order, the ITPM would be focused on addressing 216 Emergency Sewer Failures, which are locations of known SSOs or other conditions indicative of sewer failure that have been prioritized for assessment and repair; and

WHEREAS, the ITPM would also prioritize repairs to the wastewater collection system in and around the Queen Lane subdivisions; and

WHEREAS, the ITPM would also work to complete a list of priority projects designated in the Stipulated Order during the term of the Stipulated Order; and

WHEREAS, the length of the Stipulated Order is anticipated to be four (4) years and, prior to its conclusion, the parties will create a transition plan and complete negotiations for a new or modified Consent Decree; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities authorize the Office of the City Attorney to sign a Stipulated Order on behalf of the City contingent on concurrence by the U.S. Environmental Protection Agency and U.S. Department of Justice and contingent on a favorable memorandum concerning the Stipulated Order from the City’s bond counsel.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to sign a Stipulated Order on behalf of the City in United States of America, et al. vs. The City of Jackson, Mississippi, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss., consistent with the terms of the Order presented to the governing authorities.

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

President Foote recognized **Council Member Banks**; seconded by **Council Member Hartley**, who recommended an amendment in, Section 5., subsection ii., located on page 21 of the Stipulated Order as presented to the City Council is amended to state in its entirety: Discuss the status of implementation and other matters concerning this Stipulated Order with the Court; provided, the ITPM shall submit to all Parties copies of any documents submitted to the Court and the ITPM shall notify and provide all Parties the opportunity to be present or offer a written response to such discussion and be advised of any decision made. The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO A STIPULATED ORDER WITH THE UNITED STATES OF AMERICA THROUGH THE ENVIRONMENTAL PROTECTION AGENCY AND THE STATE OF MISSISSIPPI THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY IN *UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI*, CASE NO. 3:12-cv-790-HTW-LGI, U.S.S.D. MISS.

WHEREAS, the parties negotiated a Consent Decree in the matter of *United States of America, et al. vs. The City of Jackson, Mississippi*, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss. on March 1, 2013; and

WHEREAS, while the City has worked diligently to comply with the terms of the Consent Decree, due to severe financial constraints caused by a failed meter modernization project, the COVID-19 Pandemic, declining customer base for its Water-Sewer Utility, and the large proportion of customers with incomes at or below the poverty level, the City has not been able to comply with all the requirements of the Consent Decree; and

WHEREAS, beginning in 2018, the City has been negotiating with the Plaintiffs to modify the Consent Decree to improve the City's ability to comply and account for the challenges facing the City since the entry of the Consent Decree; and

WHEREAS, following the entry of an Interim Stipulated Order in *United States vs. City of Jackson, Mississippi*, Civil Action No. 3:22-cv-686-HTW-LGI, U.S.S.D. Miss. November 29, 2022, the parties to the Clean Water Act Consent Decree determined that the best interests of all parties would be served by placing the operation and maintenance of the City of Jackson's wastewater collection, transmission, and treatment systems ("WCTS") under the authority of an Interim Third-Party Manager ("ITPM"); and

WHEREAS, the proposed Stipulated Order would stay the existing Consent Decree while the Stipulated Order is in effect; and

WHEREAS, the proposed Stipulated Order would place the operation and maintenance of the City of Jackson's WCTS under the authority of Ted Henifin, who is currently the ITPM for the City's drinking water system (water treatment plants and distribution system) and Water-Sewer Business Administration (WSBA) Division, and who would be an officer of the Court, but would be required to advise, consult, and collaborate with the City of Jackson Public Works Director; and

WHEREAS, under the proposed Stipulated Order, the ITPM would be responsible for paying the cost of operation and maintenance of the WCTS and debt service payments as they come due from the revenue generated through customer billings; and

WHEREAS, the City would transfer to the ITPM ARPA matching funds used to obtain additional matching funds from Mississippi through the Municipality and County Water Infrastructure Grant Program for projects to improve the WCTS; and

WHEREAS, during the Stipulated Order, the ITPM would be focused on addressing 216 Emergency Sewer Failures, which are locations of known SSOs or other conditions indicative of sewer failure that have been prioritized for assessment and repair; and

WHEREAS, the ITPM would also prioritize repairs to the wastewater collection system in and around the Queen Lane subdivisions; and

WHEREAS, the ITPM would also work to complete a list of priority projects designated in the Stipulated Order during the term of the Stipulated Order; and

WHEREAS, the length of the Stipulated Order is anticipated to be four (4) years and, prior to its conclusion, the parties will create a transition plan and complete negotiations for a new or modified Consent Decree; and

WHEREAS, Section 5., subsection ii., located on page 21 of the Stipulated Order as presented to the City Council is amended to state in its entirety:

Discuss the status of implementation and other matters concerning this Stipulated Order with the Court; provided, the ITPM shall submit to all Parties copies of any documents submitted to the Court and the ITPM shall notify and provide all Parties the opportunity to be present or offer a written response to such discussion and **be advised of any decision made**; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities authorize the Office of the City Attorney to sign a Stipulated Order on behalf of the City contingent on concurrence by the U.S. Environmental Protection Agency and U.S. Department of Justice and contingent on a favorable memorandum concerning the Stipulated Order from the City’s bond counsel.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to sign a Stipulated Order on behalf of the City in United States of America, et al. vs. The City of Jackson, Mississippi, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss., consistent with the terms of the Order presented to the governing authorities.

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

* * * * *

Note: Council Member Stokes left the meeting.

* * * * *

**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN
BOND COUNSEL FOR THE LIMITED PURPOSE OF PROVIDING ADVICE
ABOUT THE STIPULATED ORDER.**

WHEREAS, as negotiations have concluded regarding a proposed Stipulated Order in the Clean Water Act Consent Decree matter, the Office of the City Attorney determined to ensure the City’s obligations with respect to water and sewer revenue general bond resolution covenants are by seeking review of the Stipulated Order by bond counsel; and

WHEREAS, the City of Jackson seeks legal representation from experienced bond counsel with expertise and training to review (1) the 1993 Water and Sewer General Bond Resolution and all amendments and (2) the proposed Stipulated Order negotiated between the City of Jackson and the state and federal government, to provide a bond memorandum as to whether the Stipulated Order allows the City of Jackson to meet its obligations in the general bond resolution of the water and sewer revenue bonds; and

WHEREAS, Jones Walker L.L.P., specifically Aileen Thomas and Christopher Pace, have the expertise and training to provide a swift and reliable bond memorandum; and

WHEREAS, it would be in the best interests of the City to enter into a legal service agreement with Jones Walker L.L.P. in an amount not to exceed \$15,000.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Jones Walker L.L.P. in an amount not to exceed \$15,000.00 to represent the City in the above referenced matter.

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

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

* * * * *

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, JUNE 29, 2023 4:00 P.M.**

There being no further business to come before the City Council, the Council stood adjourned until the Special City Council Meeting at 10:00 a.m. on July 3, 2023. At 5:34 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

8

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 3 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Article I, Section 2-102 of the City of Jackson Code of Ordinances, provides for the establishment of City Council standing committees; and

WHEREAS, the City Council has determined that Section 2-102 of the City of Jackson Code of Ordinances should be amended to combine the Planning Committee with the Economic Development Committee, and, thus, a new section titled "Planning/Economic Development Committee" should be established; and

WHEREAS, Section 2-102 currently states:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain six standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- (1) Finance committee.
- (2) Rules committee.
- (3) Planning committee.
- (4) Legislative committee.
- (5) Economic development committee.
- (6) Government Operations committee.

WHEREAS, Section 2-104 currently states:

"Sec. 2-104. – Rules committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

WHEREAS, in order to establish a Rules and Government Committee, the above-mentioned sections of Article I, Section 2-102 of the City of Jackson Code of Ordinances must be amended as follows:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain six standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- 1) Finance committee.
- 2) Rules **and Government Operations** committee.

- 3) Planning/Economic development committee.
- 4) Legislative committee.
- 5) Economic development committee.
- ~~(65) Government Operations committee.”~~
- 6) Public Works Committee**
- 7) Public Property Renaming Committee**
- 8) Public Safety & Parks Committee**

"Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

“Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City’s Public Works responsibility for planning, designing, constructing, operating, and maintaining the city’s infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Sec. 2-107. – Government Operation committee shall be deleted in its entirety.

“Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City’s properties or facilities, the facilitation of the citizens’ input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that:

**Intro to Ordinance #8
July 18, 2023
(Banks)**

Section 1. Sec. 2-102 is amended, and shall now read as follows:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain five standing committees which may make recommendations to council as appropriate. The five standing committees shall be:

- (1) Finance committee.
- (2) Rules and Government Operations committee.
- (3) Planning/ Economic Development committee.
- (4) Legislative committee.
- (5) Public Works committee.
- (6) Public Property Renaming committee.
- (7) Public Safety and Parks committee.

Section 2. Sec. 2-104 is amended, and shall now read as follows:

"Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

Section 3. Sec. 2-106 is amended, and shall now read as follows:

“Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City’s Public Works responsibility for planning, designing, constructing, operating, and maintaining the city’s infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Section 4. Sec. 2-107 is deleted in its entirety.

Section 5. Sec. 2-107 is amended, and shall now read as follows:

“Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City's properties or facilities, the facilitation of the citizens' input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

Section 6. Sec. 2-108 is amended, and shall now read as follows:

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

Section 7. Any delay in the effectiveness of this ordinance will have a debilitating effect on City government; thus, this order shall take effect immediately upon passage.

9

AN ORDINANCE CREATING SECTION 86-21 CONCERNING THE USE OF CONSUMER FIREWORKS AND PROVIDING PENALTIES FOR VIOLATIONS.

THE CITY OF JACKSON ORDAINS:

That Chapter 86, Article I, Section 86-21, of the City of Jackson Code is hereby amended to provide as follows:

Sec. 86-21. Definitions

A) Definitions: For Purposes of this Section

- (1) Articles pyrotechnic means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.
- (2) Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.
- (3) Display fireworks means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.
- (4) Fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.
- (5) Low-impact fireworks means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1 to 3.1.1.8, and 3.5.
- (6) Novelties means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:
 - (i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.
 - (ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph.
 - (iii) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

**Intro to Ordinance #9
July 18, 2023
(Grizzell)**

- (iv) Flitter sparklers in paper tubes not exceeding one-eighth-inch in diameter.
- (v) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

(7) Special effects means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

B - Use of consumer fireworks.

(a) Except as provided in paragraphs (b), (c), and (d) below, it shall be unlawful for any person to ignite, discharge or use consumer fireworks, as such term is defined in section 86-21-A.

(b) It is unlawful to throw, toss or aim any fireworks at any person, animal, or vehicle, explode any fireworks within three hundred 300 yards of any railroad depot or warehouse, hospital, asylum, or within 300 feet of where fireworks are offered for sale. A person may ignite, discharge, or use consumer fireworks only between the hours of 9:00 am and 10:00 pm on the day preceding, the day of, or the day after the following national holidays:

- (1) Martin Luther King, Jr. Day, the third Monday in January
- (3) Memorial Day, the last Monday in May
- (3) Juneteenth, June 19
- (4) Independence Day, July 4
- (5) Labor Day, the first Monday in September
- (6) Columbus Day, the second Monday in October
- (7) Veterans Day, November 11
- (9) Christmas Day, December 25

(c) On New Year's Day, January 1, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 1:00 a.m. On the day before, or the day after, New Year's Day, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 10:00 p.m.

(d) A person shall not shoot, discharge, fire, explode, or otherwise use any consumer fireworks on or low-impact fireworks in any of the streets, sidewalks, alleys, or elsewhere within the city limits, except during the permitted dates and times listed under the permitted holidays.

(e) Each violation of paragraphs (b), (c), and (d) shall be punishable by a civil infraction with a fine not to exceed one thousand dollars (\$1,000.00).

(f) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises. Except as otherwise provided in this subsection, a person that violates this subsection is responsible for a civil infraction and may be ordered to pay a fine not to exceed five hundred dollars (\$500.00).

(g) A person shall not ignite, discharge or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor or a controlled substance or a combination of both. A person who violates this subsection is responsible for a civil infraction punishable by a fine not to exceed one thousand dollars (\$1,000.00).

(h) Minors under 16 years of age shall not ignite, discharge, or use consumer fireworks or low-impact fireworks without the supervision of a parent, guardian, or custodian. Parents, guardians, or custodians will be held financially liable for any damages on public property, school property, church property, or the property of another person should minors be knowingly left unaccompanied during the use of consumer fireworks or low-impact fireworks.

(i) Unmanned free-floating devices. Any unmanned free-floating device (sky lantern) which requires fire underneath to propel it and is not moored to the ground while aloft, have an uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited within city limits.

(j) Unless otherwise provided in this section, if a person knowingly, intentionally, or recklessly violates this section, the person is guilty of a crime as follows:

(1) Except as otherwise provided in this section, a misdemeanor punishable by imprisonment for not more than 30 days or a fine not to exceed one thousand dollars (\$1,000.00), or both.

(2) If the violation causes damage to the property of another person, a misdemeanor punishable by imprisonment for not more than 60 days or a fine not to exceed five hundred dollars (\$500.00), or both.

C- Sale and Storage of Fireworks.

(a) Firework sales are seasonal sales only, within the times permitted by state law. No fireworks should be sold or offered for sale within the City of Jackson before June 15 and after July 5, before Dec. 5, and after Jan. 2 of each year.

(b) Permitted holidays recognized for the purpose of sale should be limited to July 4, Dec. 25, Dec. 31, and Jan. 1.

(c) The name of the association, organization, or corporation, together with the names of the persons to be in charge of the sales, the dates and time of the day at which the sales are to be held, and a diagram/sketch of the location to serve as a sales location must be submitted to City of Jackson's Planning Director, Zoning Administrator, Fire Chief, and Fire Marshal.

(d) A license fee for the sale of fireworks at each location shall be in the sum of \$250.00, and a structure erected for the sale of fireworks shall comply with those requirements set forth through the ordinance, and all other city ordinances or regulations. The structure must be approved for occupancy, including no smoking signs, exit signs, and fire extinguishers.

(e) City representatives, including the Building Inspector, as well as a fire official, are authorized to inspect the site and make periodic follow-up checks, as deemed necessary, to ensure continued compliance.

(f) Fireworks must not be sold or kept for sale in a place of business where paints, oils, varnishes, turpentine or gasoline, or other flammable substances are kept. Fireworks should be stored in a room set aside for storage of fireworks only and shall have a sign over the entrance that reads, "Fireworks – No Smoking - Keep Open Flames Away."

(g) All retailers are forbidden to expose fireworks where the sun shines through the glass on the merchandise displayed, except where fireworks are in the original package, and all fireworks kept for sale on front counters must remain in original packages, except where an attendant is on constant duty, or the firework is equipped with a threaded safety fuse.

(h) All retail stands must display a minimum of four "No Smoking" signs in a prominent place, viewable to the public. The permittee shall be responsible for strict enforcement of the no-smoking regulation.

(i) It is unlawful for fireworks to be stored, kept, sold, or discharged within 300 feet of the property line of any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold. Additionally, all fireworks sales sites are required to be 2,500 feet away from other existing fireworks outlets, and 500 feet from any residential properties. • It is also unlawful to sell any type of fireworks that have not been evaluated and approved for sale and use within the State of Mississippi by the state Fire Marshal.

(j) All fireworks sales must be located in an appropriate Limited Commercial District as defined by the City's Zoning Ordinance, 702.04 C-2.

(k) Fireworks also must not be sold to unaccompanied minors under the age of 18, or anyone under the influence of alcohol and/or drugs.

D - Regulations governing displays.

(a) The fire marshal shall have the right to be present at the firing of any permitted public display of fireworks and shall have the right to cause such display to be stopped unless it is conducted in strict accordance with the statements made in the application for the required permit and so as not to be hazardous to property or endanger any persons.

(b) No person shall ignite, explode, project or otherwise make use of any fireworks in or on any street, alley, highway or other public place or property within the city, nor shall any person permit such fireworks to be projected over or onto the property of another person, without the consent of the person having control of such property.

(c) No person shall ignite, explode, project or otherwise make use of any fireworks within 200 feet of any dwelling or other structure wherein persons reside.

(d) Every fireworks display shall be handled by a competent operator approved by the chief of police and the fire marshal for the city, and shall be of such character and so located, discharged or fired as, in the opinion of the fire marshal after proper inspection, shall not be hazardous to property or endanger any person.

E - Required.

No person shall explode any fireworks, pyrotechnics or other explosives of like character in a public display without a permit from the fire marshal.

F – Permit and Application.

1)The city council upon application in writing, on forms provided by the director of the department of state police, which are available at the city clerk's office, may grant a permit for the use of fireworks within their political jurisdiction, manufactured for outdoor pest control or agricultural purposes, or for public display by municipalities, fair associations, amusement parks, or other organizations or groups of individuals approved by the city, if the applicable provisions of this ordinance are complied with. The permits shall be on forms provided by the director of the fire department, fire marshal division. After a permit has been granted, sales, possession, or transportation of fireworks for the purposes described in the permit only may be made. A permit granted under this subsection shall not be transferable, nor shall a permit be issued to a person under the age of 18 years.

(2) The city council, upon application in writing, may grant a permit, on forms provided by the director of the fire department, which are available at the city clerk's office, to a resident wholesale dealer or jobber to have in his possession within the political jurisdiction, fireworks otherwise not prohibited, for sale only to holders of permits as provided in this section. A permit granted under this subsection is not transferable, nor shall a permit be issued to a person under the age of 18 years.

(3) Before a permit for a pyrotechnic display is issued, the person, firm, or corporation making application therefor shall furnish proof of financial responsibility by a bond or insurance in an amount deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation, or an agent or employee thereof, in the amount, character and form the local authority determines necessary for the protection of the public.

(4) A permit shall not be issued under this ordinance to a nonresident person, firm, or corporation for conduct of a pyrotechnic display in this city until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be his legal representative upon whom all process in an action or proceeding against him may be served.

(5)The local governing authority shall rule on the competency and qualifications of operators of pyrotechnic displays, as the operator has furnished in his application form, and on the time, place

and safety aspects of the displays before granting permits.(b)The application for a permit for the public display of fireworks shall set forth:(1)The name of the individual or organization sponsoring the display, together with the name, age, experience and physical characteristics of the persons actually in charge of firing the display.(2)The date and the time of day at which the display will be held.(3)The exact location plan for the display.(4)The number and kinds of fireworks to be discharged.(5)The manner and place of storage of such fireworks prior to the display.

(6)A diagram of the grounds on which the display is to be held, showing the point at which, the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained and the location of all trees, telegraph, telephone or electrical wires in the nearby vicinity or other overhead obstructions.

The application shall be verified by affidavit.

G - Investigation and issuance.

(a)The fire marshal shall make or cause to be made an inspection of the place stated in the permit application as the location of the proposed public display of fireworks, to ascertain whether it is a safe and proper location for the display thereof. He shall also investigate the qualifications of the proposed operator of the display. He shall also ascertain whether the applicant is a bonafide fair, association, amusement park or other organization or group of individuals. He shall also examine into the kind and character of the fireworks proposed to be used in the display. If he ascertains that the proposed display is to be given a proper place by a competent operator so that it shall not be hazardous to property or endanger any persons, he shall endorse and approve the application, and issue the necessary permit in the name of the fire department.

(b)No permit for the public display of fireworks shall be issued to a person who is not 18 years of age and of good moral character.

H - Fee.

The fee for a permit for a public display of fireworks shall be as required.

I – Non-transferability.

No permit issued pursuant to the provisions of this division shall be transferable.

J - Bond.

Before the issuance of any permit to hold a public display of fireworks, the applicant shall file a bond or property damage and public liability insurance certificate, acceptable to the city council, naming the city as coinsurer. Such bond or insurance certificate shall be in the amount of at least \$100,000.00 and, in case of the insurance certificate, the coverage for public liability shall be in the amount of \$100,000.00 for injury to one person and \$200,000.00 for injury to two or more persons resulting from the same accident. The certificate shall provide for a minimum of \$100,000.00 in property damage. Such protection shall become available for the payment of any

**Intro to Ordinance #9
July 18, 2023
(Grizzell)**

damages by reason of the permitted use or display of fireworks, or arising from the acts of the permittee, his agents, employees and subcontractors.

K - Additional regulations.

The fire marshal shall have the power to adopt reasonable rules and regulations for the granting of permits for using fireworks for supervised public displays.

Sections 86-22— 86-50. - Reserved.

10

ORDER APPROVING CLAIMS APPEARING AT PAGES 563 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET OF CLAIMS', IN AMOUNT OF \$5,542,335.82 FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

OFFICE OF THE CITY CLERK
 J. MUMFORD
 7/14/23

Fund	Fund Description	Amount
0001	GENERAL FUND	\$2,064,582.02
0004	TECHNOLOGY FUND	\$95,185.34
0005	PARKS & RECR. FUND	\$77,314.47
0009	LANDFILL/SANITATION FUND	\$171,205.16
0018	STATE TORT CLAIMS FUND	\$20,729.65
0031	WATER/SEWER OP & MAINT FUND	\$121,639.64
0032	WATER/SEWER CAPITAL IMPR FUND	\$1,062,597.40
0057	EMPLOYEES GROUP INSURANCE FUND	\$137,646.13
0079	PAYROLL FUND	\$976.53
0085	HOUSING COMM DEV ACT (CDBG) FD	\$11,041.46
0115	UNEMPLOYMENT COMPENSATION REVO	\$9,613.31
0122	H O P W A GRANT - DEPT. OF HUD	\$51,673.07
0125	TITLE III AGING PROGRAMS	\$1,627.87
0157	INFRASTRUCTURE BOND 2020 \$32M	\$723,426.04
0173	1% INFRASTRUCTURE TAX	\$82,310.66
0174	MADISON SEWAGE DISP OP & MAINT	\$39.54
0187	TRANSPORTATION FUND	\$27,155.68
0300	P E G ACCESS- PROGRAMMING FUND	\$15.34
0300	MHC BLIGHT ELIMINATION PROGRAM	\$10,023.26
0300	MODERNIZATION TAX	\$1,824.00
0390	ZOOLOGICAL PARK	\$30,098.95
0399	LIBRARY FUND	\$9,453.50
0404	DFA-SB2971-PETE BROWN GOLF	\$6,925.00
0406	DFA- THALIA MARA HALL \$2M	\$356,625.80
0430	2022 GO PLANETARIUM BOND \$7.5M	\$468,606.00
		\$5,542,335.82

APPROVED FOR AGENDA	INITIALS	DATE
DEPARTMENT DIRECTOR	<u>[Signature]</u>	<u>7-14-23</u>
LEGAL	<u>J. um.</u>	<u>7-14-23</u>
CAO	<u>[Signature]</u>	<u>7-14-23</u>
CFO	<u>F.M</u>	<u>07/14/23</u>
MAYOR'S OFFICE	<u>[Signature]</u>	<u>7/14/23</u>
ITEM # _____		
AGENDA DATE <u>07/18/23</u>		
BY: THAMES, LUMUMBA		

CITY OF JACKSON, MISSISSIPPI
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
7/14/23
S.M.

OFFICE OF THE CITY ATTORNEY

I hereby certify that the **CLAIMS DOCKET** for July 19, 2023 in the aggregate amount of \$5,542,335.82 was prepared under the direction and supervision of the Department of Finance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry, the information submitted is approved as to form for entry into NOVUS Agenda System. After approval by the City Council and submittal of the final Claims Docket, the form will be legally sufficient to satisfy the requirements outlined in Miss. Code Ann. § 21-39-7 and for payment authorization.

Sondra O. Moncure
Sondra O. Moncure
Deputy City Attorney

7/14/23
DATE

11

OFFICE OF THE CITY ATTORNEY
7/14/23 A.M.

NDA DATE: July 18, 2023

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29083 TO APPROPRIATION FOR THE PAYMENT THEREOF.

AND MAKING

IT IS HEREBY ORDERED that payroll deduction claims numbered 29083 to inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$95,408.18 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 referred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

Fund	Fund Description	Amount
0079	PAYROLL FUND	\$ 95,408.18
		<u>\$ 95,408.18</u>

APPROVED FOR AGENDA
DEPARTMENT DIRECTOR
LEGAL
CAO
CFO
MAYOR'S OFFICE
ITEM # _____
AGENDA DATE 07/18/2023
BY: THAMES, LUMUMBA

INITIALS	DATE
<u>[Signature]</u>	<u>7-14-23</u>
<u>A.M.</u>	<u>7-14-23</u>
<u>[Signature]</u>	<u>7-14-23</u>
<u>F.M.</u>	<u>07-14-23</u>
<u>[Signature]</u>	<u>7-14-23</u>

CITY OF JACKSON, MISSISSIPPI
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
A. C. C. 7/14/23

OFFICE OF THE CITY ATTORNEY

The **PAYROLL DEDUCTION CLAIMS DOCKET** for July 18, 2023 in
the aggregate amount of \$95,408.18 has been reviewed by me and, based on
information and belief, this document is approved as to form pursuant to Miss. Code Ann. § 21-
39-7 for entry into NOVUS Agenda System and for payment authorization by governing
authorities.

Sondra O. Moncure
Sondra Moncure
Deputy City Attorney

7/14/23
DATE

12

(Public Hearing Agenda Item #2)

13

OFFICE OF THE CLERK
CITY OF JACKSON
MISSISSIPPI

ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-10 of the Mississippi Code authorizes the governing authority of any municipality to receive, expand 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, City of Jackson has been granted an award modification by the State of Mississippi, Department of Public Safety, and Division of Public Safety Planning for Coronavirus Emergency Supplemental Funds (CESF); and

WHEREAS, an Award Modification for grant 20LX2191 from the Edward Byrne Memorial Justice Assistance Grant has been awarded to the Jackson Police Department; and

WHEREAS, the City of Jackson’s law enforcement agency is eligible to receive funds; and

WHEREAS, the purpose of the funding is to be provide the Jackson Police Department with additional PPE, because of the day-to-day hazards and to ensure a safe and healthy workplace for our employees;

WHEREAS, the safety of children residing within the City of Jackson constitutes a municipal affair; and

WHEREAS, the award modification has been approved by the State of Mississippi, Department of Public Safety Division of Public Safety Planning in the amount of \$15,000; and

WHEREAS, no match will be required of this award and that the best interest of the City would be served by accepting this modification; and

IT IS THEREFORE 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.

APPROVED FOR AGENDA: Lumumba, Wade

Agenda Item # 13
July 18, 2023
(Wade, Lumumba)

POINTS	COMMENTS																																													
Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT.																																													
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																																													
Who will be affected	City of Jackson																																													
Benefits	To improve the safety and well-being of the employees and citizens of Jackson.																																													
Schedule (beginning date)	As per grant guidelines																																													
Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE																																													
Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
COST	No required match.																																													
Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 																																														
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	___																																						
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE June 26, 2023

Jackson Police Department



327 E. Pascagoula Street
Jackson, MS 39201

OFFICE OF THE CITY ATTORNEY
Sharon Nguyen

March 15, 2023

Sharon Nguyen
Division of Public Safety Planning
Office of Justice Programs
152 Watford Parkway
Canton, MS 39046

RE: Modification of CESF FY 2020-VD-BX-0664 and Project Number 20LX2191

Dear Ms. Nguyen:

I am requesting additional funds (\$15,000) on current grant award #2020-VD-BX-0664 and project number 20LX2191 for purchase of additional PPE. Because Covid-19 remains a hazard, the Jackson Police Department is responsible for a safe and healthy workplace for our employees. Additional PPE will assist the department in minimizing exposure to a variety of hazards, as well as offset dire budgetary constraints in which Jackson Police Department is facing.

We respectfully request your consideration in this matter.

Sincerely,

Juan S. Gray
Grants Unit/ Project Director
Jackson Police Department

Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Catoria Martin, City Attorney

6/28/23

Date



Carrie Johnson, Deputy City Attorney

**Division of Public Safety Planning
 MODIFICATION SIGNATURE SHEET
 Office of Justice Programs
 152 Watford Parkway Drive
 Canton, Mississippi 39046
 (601) 391-4900**

OFFICE OF THE CITY ATTORNEY
Angela Thomas

1. Subgrantee's Name, Address, & Phone Number: City of Jackson P.O. Box 17 Jackson, MS 39205 (601) 960-1084 <u>juang@city.jackson.ms.us</u>	2. Effective Date: May 5, 2023
	3. Subgrant Number: 20LX2191
	4. Modification Number: # 2
	5. Grant Identifier (Funding Source & Year): 2020-VD-BX-0664
	6. Beginning & Ending Dates: 05/05/2023 – 12/31/2023

7. As a result of this modification, funds obligated are changed as follows:
 Increase Miscellaneous by \$ 15,000.00 from \$ 10,000.00 to \$ 25,000.00. Date extended through December 31, 2023.

8. The above subgrant is hereby modified as follows:

Budget Category	Current Budget	Change		New Budget
		Federal	State/Local	
Personnel				
Fringe Benefits				
Equipment				
Travel				
Commodities				
Contractual Services				
Miscellaneous	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00
Indirect Costs				
TOTAL	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00

9. Except as hereby modified, all terms and conditions of the subgrant remain unchanged.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
10. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	11. Typed Name & Title of Authorized Subgrantee Official: Chokwe A. Lumumba, Mayor City of Jackson
12. Signature of DPSP Official: _____ Date: _____	13. Signature of Authorized Subgrantee Official: _____ Date: _____

OFFICE OF THE CLERK
Alanna Hines
 (APR 2023)

**DIVISION OF PUBLIC SAFETY PLANNING
 BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Jackson			
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
20LX2191	2020-VD-BX-0664	05/05/2023	12/31/2023
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number: #1	C. Modification Effective Date: May 5, 2023

Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	FY 2020 Coronavirus Emergency Supplemental Funding	\$ 25,000.00				\$ 25,000.00
TOTAL		\$ 25,000.00				\$ 25,000.00

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

FILE COPY
[Signature]

1. Applicant Agency: City of Jackson		Page 1 of 1	
2. Sub-grant Number 20LX2191	3. Grant Identifier Number 2020-VD-BX-0664	4. Beginning Date 05/05/2023	5. Ending Date 12/31/2023
6. Activity: FY 2020 Coronavirus Emergency Supplemental Funding			

7. DFSP Use Only	8. Category 9. Line Item	11. Budget		
		Federal	All Other	Total
	MISCELLANEOUS			
	(5) CS Purell 2 Liter Hand Sanitizer	\$ 485.00		
	(15) Disinfecting Wipes	\$ 870.00		
	(10) CS Lysol D/F Spray	\$ 1,170.00		
	(20) Purell 2oz Hand Sanitizer	\$ 1,300.00		
	(10) Boxes Medium Black Nitrile gloves	\$ 1,400.00		
	(10) Boxes Large Black Nitrile gloves	\$ 1,400.00		
	(100) KN95 Masks	\$ 1,800.00		
	(75) Blue Face Masks	\$ 1,575.00		
	(15) Concentrated Germicidal bleach	\$ 450.00		
	(15) All Purpose Cleaner Lemon Fresh	\$ 645.00		
	(25) Tecno Procedure Face Mask	\$ 375.00		
	(15) Flying Particle Dust Protection	\$ 150.00		
	(100) KN95 Mask	\$ 1,800.00		
	(30) Board Walk tissue	\$ 200.00		
	(20) Disinfectant Spray crisp linen	\$ 1,622.00		
	(35) Lysol Disinfectant wipes flatpack	\$ 735.00		
	(31) Multi-fold Paper Towels	\$ 1,085.00		
	(3) V-Guard 3.5 Blue Nitrile Gloves	\$ 847.00		
	(30) SH-Grade Can Liners	\$ 1,800.00		
	(15) Advanced Instant Hand Sanitizer	\$ 435.00		
	(15) Instant Hand Sanitizer	\$ 1,200.00		
	(10) Germ Urinal Screen	\$ 758.00		
	(12) Anti-Bacterial Dish Detergent	\$ 828.00		
	(20) Dial Liquid soap	\$ 1,080.00		
	(10) Push pump Dispenser-Hand Antimicrobial	\$ 990.00		
	Total	\$ 25,000.00		\$ 25,000.00



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

OFFICE OF THE COMPTROLLER
Sean J. Tindell

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

May 5, 2023

Chokwe A. Lumumba, Mayor
City of Jackson
P.O. Box 17
Jackson, MS 39205

Subject: Project Number: 20LX2191
Program: Coronavirus Emergency Supplemental Funds (CESF)
Effective Date: May 5, 2023

Dear Mayor Lumumba:

We are pleased to inform you that the Division of Public Safety Planning has approved your modification request for grant # 20LX2191. The grant has been modified with an additional \$15,000.00 from the originating amount.

Please sign the original Signature Sheet and initial the Budget Summary and Cost Summary Support Sheets in blue ink and return to Public Safety Planning.

Sincerely,

Emberly K. Holmes
Emberly K. Holmes
Office Director

14

ORDER ACCEPTING THE BID OF STRING'S BBQ, LLC, TO PROVIDE FOOD AND CONCESSION SERVICES AT THE PETE BROWN GOLF FACILITY AND GROVE PARK MUNICIPAL GOLF COURSE FOR THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, a solicitation for food services and concessions was advertised by the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation provided the specifications for the food services and concessions with the Request for Quote (RFQ) to be submitted by Tuesday November 01, 2022, to the Office of the City Clerk; and

WHEREAS, String's BBQ, LLC, ("String's BBQ") submitted a Response to the Request for Quote (RFQ) on March 07, 2023; and

WHEREAS, String's BBQ was the only vendor who submitted a Request for Quote (RFQ); and

WHEREAS, String's BBQ is locally owned and operated by Perkasa Page; and is in good standing with the Mississippi Secretary of State; and

WHEREAS, String's BBQ, in its submitted quote, agreed to the terms and conditions requested from the City of Jackson Parks and Recreation Department; and

WHEREAS, String's BBQ agrees to be a *Concessionaire* at the Pete Brown Golf Facility and Grove Park Municipal Golf Course; and

WHEREAS, String's BBQ agrees to pay twenty-five percent (25%) or Four Hundred Dollars (\$400.00) of the facility concession sales and ten percent (10%) of beer sales, monthly, from Pete Brown Golf Facility based on the point of sale (POS); and

WHEREAS, String's BBQ agrees to pay twenty-five percent (25%) or Two Hundred Dollars (\$200.00) of the facility concession sales and ten percent (10%) of beers sales, monthly, from Grove Park Municipal Golf Course based on the point of sale (POS); and

WHEREAS, String's BBQ agrees to make monthly payments to the City of Jackson Park Fund; and

WHEREAS, String's BBQ agrees to NOT sale alcohol; and

Agenda Item # 14
July 28, 2023
Harris, Lumumba

WHEREAS, String's BBQ agrees to maintain adequate insurance including Certificate of Liability and Workers' Compensation Insurance in the amount of One Million Dollars (\$1,000,000.00) listing the City of Jackson as an additional insured; and

WHEREAS, the City of Jackson agrees to furnish one (1) permanent concession room, equipped with water, electricity, gas, and sewage, and internet services; and

WHEREAS, City of Jackson agrees to furnish all utilities; and

WHEREAS, String's BBQ agrees that all persons employed in the operation of concessions will be properly dressed, clean, neat, and presentable in appearance; and

WHEREAS, String's BBQ agrees to open and close in accordance with the Pete Brown Golf Facility's hours of operation - *Summer Months (April-November): Tuesday – Friday 7:30 AM – 6:00 PM and Saturday & Sunday 7:00 AM - 6:00 PM;* and

WHEREAS, String's BBQ agrees to open and close in accordance with the Pete Brown Golf Facility's hours of operation - *Winter Months (November-April): Sunday -Tuesday 7:30 AM – 4:00 PM;* and

WHEREAS, String's BBQ agrees to open and close in accordance with the Grove Park Municipal Golf Course's hours of operation - *Summer Months (April-November): Thursday, Friday, and Monday 7:30 AM – 6:00 PM and Saturday & Sunday 7:00 AM - 6:00 PM;* and

WHEREAS, String's BBQ agrees to open and close in accordance with the Grove Park Municipal Golf Course's hours of operation - *Winter Months (November-April) Sunday -Tuesday 7:30 AM – 4:00 PM;* and

WHEREAS, String's BBQ agrees to meet city, county, and state sanitation and food inspection requirements and to pay all applicable taxes; and

WHEREAS, the term of this Agreement between the City of Jackson and String's BBQ shall be for a period of one (1) year with the option to extend for two (2) years after approval of the City Council; and

WHEREAS, the best interests of the City of Jackson would be served by accepting String's BBQ concessions bid; thus

IT IS THEREFORE ORDERED, that the bid of String's BBQ be accepted to provide food and concession services for the Pete Brown Golf Facility and the Grove Park Municipal Golf Course for a period of one (1) year with the option to extend for two (2) years after approval of the City Council.

(HARRIS, LUMUMBA)

ITEM NO.:	
DATE:	



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
String's BBQ and Catering Co. LLC	Legal
String's BBQ LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1329664
Status:	Good Standing
Effective Date:	03/14/2022
State of Incorporation:	Mississippi
Principal Office Address:	3200 W. Woodrow Wilson Ave. Jackson, MS 39209

Registered Agent

Name
Perkesa Page
117 Kilkenny Blvd.
Jackson, MS 39209

Officers & Directors

Name	Title
Perkesa Page 117 Kilkenny Blvd. Jackson, MS 39209	Manager, Member

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 Chokwe Antar Lumumba

Office of the Mayor

FROM: Ison B. Harris, Jr., Director

Department of Parks & Recreation

DATE: May 30, 2023

SUBJECT: STRING'S BBQ LLC.

This Order authorizes the Mayor to accept the quote and execute an agreement between the City of Jackson and of *String's BBQ LLC*. to provide food and concession services for at the Pete Brown Golf Facility and at the Grove Park Municipal Golf Course for a period of one (1) year with the option to extend for two (2) years after approval of the City Council.

The Department believes accepting the quote and executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 30, 2023

POINTS		COMMENTS																																																							
1.	Brief Description	This Order authorizes the Mayor to accept the quote and execute an agreement between the City of Jackson and of String's BBQ LLC. to provide food and concession services for at the Pete Brown Golf Facility and at the Grove Park Municipal Golf Course for a period of one (1) year.																																																							
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																																																							
3.	Who will be affected	Citizens of Jackson																																																							
4.	Benefits	Provides the patron of the golf course and citizens within the community with food and concessions services.																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (<u>yes</u> or no) (area) ▪ Project limits if applicable 	Citywide																																																							
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Parks & Recreation																																																							
8.	COST	N/A																																																							
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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">___</td> <td style="width: 10%;">Yes</td> <td style="width: 5%;">___</td> <td style="width: 10%;">No</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%; text-align: center;"><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><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>																																															

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
6/12/23

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF STRING'S BBQ LLC. TO PROVIDE FOOD AND CONCESSION SERVICES AT THE PETE BROWN GOLF FACILITY AND GROVE PARK MUNICIPAL GOLF COURSE FOR THE DEPARTMENT OF PARKS AND RECREATION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 6/12/23

6/14/23

Date

MEAT PLATES

with 2 sides

SAUSAGE	\$10
PORK CHOP	\$15
RIBS	\$15
RIB TIPS	\$15
CHICKEN WINGS/LEGS	\$15
TURKEY LEG	\$20
STUFFED SALMON	\$20
LAMB CHOPS	\$30
BIG BRADLEY BURGER (TURKEY OR BEEF)	\$14/\$12
STEAK	\$30
GRILLED SHRIMP	\$15
PULLED PORK	\$10

MEAT ONLY

a la carte but accepted higher add to any plate

SAUSAGE	\$7
PORK CHOP	\$10
RIBS	\$10
RIB TIPS	\$10
CHICKEN WINGS/LEGS	\$10
TURKEY LEG	\$15
STUFFED SALMON	\$15
LAMB CHOPS	\$25
BIG BRADLEY BURGER (TURKEY OR BEEF)	\$12/\$10
STEAK	\$25
GRILLED SHRIMP	\$10
PULLED PORK	\$8



ADD ONS

2.50 to \$1.00

RIB	\$4
CHICKEN WING	\$3.50
CHICKEN LEG	\$2.50
LAMB CHOP	\$6.25

PICK A SIDE

Choose to order

\$3
MAC N CHEESE
BAKED BEANS
CORN ON THE COB
POTATO SALAD
MASHED POTATOES

SWEETS

\$2
COOKIES
BROWNIES

DRINKS

COKE/SPRITE
\$3
BOTTLED WATER
\$2



SIGNS & LICENSE DIVISION

City of Jackson, Mississippi
100 North Main Street, Room 100
Jackson, Mississippi 39201

PRIVILEGE TAX LICENSE

APPLICATION FORM

A printed form

Business Name: **Strung's B&B**

Address: **117 Kilkenny Blvd. Jackson, MS 39209**

Owner: **Perkesa Page**

Phone: **870 494 5376**

E-mail: **pagep89@gmail.com**

Please Check all that apply:

Wholesale and Retail Store

Wholesale and Retail Store (Specialty)

Wholesale and Retail Store (Specialty - Food)

Wholesale and Retail Store (Specialty - Non-Food)

Wholesale and Retail Store (Specialty - Other)

Wholesale and Retail Store (Specialty - Other - Food)

Wholesale and Retail Store (Specialty - Other - Non-Food)

Wholesale and Retail Store (Specialty - Other - Other)

Wholesale and Retail Store (Specialty - Other - Other - Food)

Wholesale and Retail Store (Specialty - Other - Other - Non-Food)

Wholesale and Retail Store (Specialty - Other - Other - Other)

WHOLESALE AND RETAIL STORES

Do you need a license for Wholesale and Retail Stores?

Yes

No

VENDING MACHINES

Do you need a license for Vending Machines?

No

4. Amount Due: **TOTAL PRIVILEGE LICENSE FEE DUE** **0**

THIS FORM MUST BE NOTARIZED

Notary Public for the State of Mississippi

SEAL

Notary Public for the State of Mississippi

REQUEST FOR QUOTES (RFQ)

CITY OF JACKSON
DEPARTMENT OF PARKS & RECREATION

FOOD AND DRINK VENDORS
TO MANAGE AND OPERATE CONCESSIONS AT THE
PETT BROWN GOLF FACILITY AND/OR THE GROVE PARK MUNICIPAL GOLF
COURSE

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INTRODUCTION / INVITATION

The City of Jackson, Department of Parks and Recreation is seeking assistance from companies or individuals desiring to manage and operate concessions at the Pete Brown Golf Facility and/or the Grove Park Municipal Golf Course.

RFQ Packet Requests: Packets are available by emailing Shannon V. Ames at shannon.ames@cityofjackson.com. If a response is not received within 24 hours, it is the responsibility of the requester to call 601-960-0716, to confirm receipt of the RFQ request.

Hand Delivery Submittal: You are required to send one (1) original and two (2) copies of the completed, signed, and sealed envelope addressed to the **Office of the City Clerk, 219 South President Street, Jackson, MS, 39201, until Tuesday, November 01, 2022, until 3:30 p.m., CST.**

Electronic RFQ Submittal: This RFQ is also posted on the Central Bidding website at www.centralbidding.com. You may submit your RFQ electronically through the provider, until **Tuesday, November 01, 2022, until 3:30 p.m., CST.**

- 1) You are required to send one (1) original and two (2) copies of all information being submitted, this includes your Quotes Form, completed FBO Application, Acknowledgment of the Covid 19 Second Amended Guidelines Executive Order and any information with your RFQ (pricing section, research data sheets, booklets, pamphlets, etc.).
- 2) The Request For Quotes (RFQ) must be signed by any officer of the company, legally authorized to enter into a contractual relationship in the name of the proposer. For purposes of this Request For Quotes (RFQ), the term "bid" shall mean (RFQ).
- 3) Failure to comply with any of the aforementioned requirements may result in the Request For Quotes (RFQ) being rejected as non-responsive.
- 4) The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Request For Quotes (RFQ) due date. Submitters should not rely on any representations, statements, or explanations other than those made in this Request for Request For Quotes (RFQ) or in any addendum to this Request For Request For Quotes (RFQ).
- 5) The City may reject any and all statements of qualifications, and reserves the right to waive any technicalities, irregularities, or informalities in any Request For Quotes (RFQ) or in the proposed procedure.

RFQ Advertisement Dates

Thursday, October 13, 2022 thru
 Tuesday, November 01, 2022

News Papers:

Mississippi Link, Northside Sun, Jackson
 Ledger, Jackson Advocate, Central Bidding &
 LaNoticia

RFQ Bid Opening Date

Date: Tuesday, November 01, 2022

Time: 3:30 p.m. CST

Location: City Hall
 219 South President Street
 Jackson, MS 39201

The City of Jackson reserves the right to reject any and all quotes and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City of Jackson to pay any costs incurred by respondents in the preparation and submission of a quotes. The City reserves the right to negotiate equipment specifications regardless of the quotes design. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

Ison B. Harris, Jr., Director
 Department of Parks and Recreation

Louis Wright, C.A.O.
 Office of the Mayor

**SPECIFICATION AND CONDITIONS
 FOOD AND DRINK VENDORS
 TO MANAGE AND OPERATE CONCESSIONS
 AT THE
 PETE BROWN GOLF FACILITY AND/OR GROVE PARK MUNICIPAL GOLF
 COURSE**

The City of Jackson is accepting Requests for Quotes (RFQ's) from companies to manage and operate the concessions at the Pete Brown Golf Facility and Grove Park Municipal Golf Course, which are used for public golf recreation purposes.

	Golf Course Name	Location
1.	Pete Brown Golf Facility	3200 West Woodrow Wilson Jackson, MS 39209
2.	Grove Park Municipal Golf Course	1800 Walter Welch Drive Jackson, MS 39213

1. Terms

The Submitter shall have use of the of the concession rooms at one or both locations as specified in this RFQ notice, to provide services for a one (1) year period upon City Council approval however; upon written notice from the City's Parks and Recreation Director, this Agreement may be extended with an option to renew for two (2) additional years.

2. Percentage of Sales

Pete Brown Golf Facility: At the end of each month, Submitter shall furnish to the City of Jackson, a statement showing items sold. Statement shall reflect items sold and cash collected, on each item of total gross monthly sales.

- Concessionaire will pay **Twenty-five (25%)** of the **Pete Brown Golf Facility** concessions total monthly gross sales taxes, **or \$400.00 per month**, based on point of sales (POS). Payment will become due and payable to the City of Jackson's Park Fund
- Concessionaire will pay **an additional Ten (10%)** of the Beer sales from the **Pete Brown Golf Facility** total monthly gross sales. The City of Jackson is requesting concessionaire to **NOT** sale alcohol.

Grove Park Municipal Golf Course: At the end of each month, Submitter shall furnish to the City of Jackson, a statement showing items sold. Statement shall reflect items sold and cash collected, on each item of total gross monthly sales.

- Concessionaire will pay **Twenty-five (25%)** of the **Grove Park Municipal Golf Course** concessions total monthly gross sales taxes, **or \$200.00 per month**, based on point of sales (POS). Payment will become due and payable to the City of Jackson's Park Fund.
- Concessionaire will pay **an additional Ten (10%)** of the Beer sales from the **Grove Park Municipal Golf Course** total monthly gross sales. The City of Jackson is requesting concessionaire to **NOT** sale alcohol.

3. Insurance

The Submitter shall deposit with the City of Jackson a certificate evidencing the issuance of adequate Workmen's Compensation Insurance and comprehensive liability insurance in the amount of one million dollars (\$1,000,000.00), listing the City of Jackson as an additional insured.

4. Utilities

The City will furnish one (1) permanent concession room equipped with water, electricity, gas and sewage and internet service, in accordance with the construction plans of the City. All utilities will be furnished by the City.

5. Remodeling/Construction

Submitter shall make no alterations or repairs in any facility, nor erect any new structures, without the prior written approval of the Director as Agent for the City of Jackson. Any additional alterations, repairs or new structures shall be made and maintained at the expense of the Submitter.

- a. In the event reconstruction of any facility covered under this Agreement prevents the use of any or all concession rooms covered under this Agreement, note the following: (1) the Lessee shall remove his equipment, merchandise and all other personal property from the stand(s) within ten (10) working days after receiving written notice from the Director of the Parks and Recreation Department ("Director"); (2) the City shall not be responsible for the loss of the Lessee's personal property and/or leasehold improvements due to reconstruction of City owned property; and (3) Lessee shall furnish temporary concession rooms at his/her own expense.

6. Equipment/Personnel

The Submitter will furnish all equipment and personnel, and shall furnish supplies of every kind and character at no expense to the City. Submitter shall maintain all property in the same condition as when turned over to the Submitter and at his own cost and expense, shall provide and maintain a sufficient amount of equipment to properly provide for the contracted services. Submitter shall have sufficient vendors for each event.

- a. Submitter agrees that all persons employed in the operation of such concessions shall be properly dressed, clean, neat and presentable in appearance.

- b. The City reserves the right to request more vendors if service is not satisfactory, as well as to demand the discharge of any vendor or worker when the conduct or behavior of such vendor or worker is not satisfactory to the City. Touting by employees or salesmen of the Submitter is expressly prohibited.

7. Hours of Operation

The Submitter shall open and close in accordance with course hours of operation. All concession equipment servicing (when needed), must be completed, and all concession items shall be in proper quantity to meet supply and demand, during City of Jackson designated hours.

Pete Brown Golf Facility 3200 West Woodrow Wilson Jackson, MS 39213	
Summer Months April - November	Winter Months November - April
Tuesday - Friday 7:30 a.m. - 6:00 p.m.	Sunday - Tuesday 7:30 a.m. - 4:00 p.m.
Saturday - Sunday 7:00 a.m. - 6:00 p.m.	

Grove Park Municipal Golf Course 1800 Waller Welch Drive Jackson, MS 39213	
Summer Months April - November	Winter Months November - April
Thursday, Friday, Monday 7:30 a.m. - 6:00 p.m.	Sunday - Tuesday 7:30 a.m. - 4:00 p.m.
Saturday - Sunday 7:00 a.m. - 6:00 p.m.	

8. Accounting/Records

The accounts of the Submitter shall be maintained in such manner and be available so that they may be examined by the City.

- a. Names, addresses, telephone numbers, station worked (of all personnel) shall be kept by the Submitter and made available to the City, upon request. Submitter shall act as an independent contractor for his/her own accounts and not as a representative or employee of the City, and the City shall not be responsible for any wages or salaries of any employee or representative of Submitter nor for any debts, liabilities nor any other obligations of Submitter.

9. Inspections

The City reserves the right to inspect and to evaluate the Submitter at any time. The Submitter, in operating the concessions at all times, agrees to do so in a courteous, respectful and businesslike manner and to keep the concession stand in a neat and sanitary condition.

10. Waste Disposal

The Submitter shall place all refuse in boxes, sacks or barrels and place in a position to be picked up by the Park Maintenance Division before leaving the facilities after an event. All ice left over shall be emptied from sacks at the outer edge of the facilities.

11. Licenses & Sales Taxes

The Submitter agrees to meet city, county and state sanitation and food inspection requirements and to pay all applicable taxes.

- a. The Submitter shall procure, at his/her own cost and expense, all necessary licenses and official permits required and necessary for the operation of the concessions granted in this contract, and to meet all the health requirements of the City, Hinds County and the State of Mississippi.

12. Beer/Liquor Sales/Licenses

The Submitter shall provide commodities at prices normally found at local stores and restaurants located in the City of Jackson.

- b. The Submitter shall procure, at his/her own cost and expense, all necessary licenses and official permits required by Alcohol Beverage Control (ABC), necessary for the operation and sales of the concessions granted in this contract, and to meet all the health requirements of the City, Hinds County and the State of Mississippi.

13. Equipment

All equipment, fixtures and provisions brought onto the premises by Submitter shall remain the exclusive property of Submitter.

Current equipment and fixtures in place at the time of occupancy by City of Jackson, is listed below:

Pete Brown Golf Facility 3200 West Woodrow Wilson • Jackson, MS 39213		
Equipment	Make	Model
Dishwasher	GE	GDL636PI MDS
Oven - Range (Glass Top Electric)	GE	J8645FI 3DS
Fridge/Freezer	GE	GE E 26H MK1 DS
Microwave	GE	DM7195FI QDS
Icemaker	Scottsman Prodigy	C0330SA 1B

Grove Park Municipal Golf Course 1800 Walter Welch Drive • Jackson, MS 39213		
Equipment	Make	Model
Dishwasher	GE	1BA
Oven - Range (Glass Top Electric)	GE	1BA
Fridge/Freezer	GE	1BA
Microwave	GE	1BA
Icemaker	Scottsman Prodigy	1BA

14. Special Events

The Submitter shall provide concessions for all activities at the Grove Park Municipal Golf Course and Pete Brown Golf Facility, throughout the entire term of this contract.

- a. The City shall provide the Submitter with a schedule of City sponsored special events and/or activities, with the exception of City scheduled special events, excluding City run tournaments.
- b. The golf course staff and P&R Administrative staff will not be charged for concessions, during special events.
- c. The Director shall notify the Submitter when other person or persons have been granted concession rights.

15. Menu

Submitter shall provide Parks and Recreation Director and Deputy Director with a menu listing items and costs.

16. Security/Theft

City will provide. Concession rooms will be locked when closed.

17. Concession Sells When Closed

In the event the Submitter is closed for business on any given day, the City of Jackson has the right to sell drinks and light snacks. At no time will City of Jackson employees be given access to the Submitter's concession room(s).

18. Failure to Comply/Termination

In the event of any dissatisfaction on the part of the City or the Director regarding Submitter's manner of operating said concessions, Submitter shall be promptly notified and the procedure or circumstances complained of shall be corrected by Submitter for the remainder of the event and in the future. Failure to comply on the part of the Submitter within fifteen (15) work days will be cause for the City to cancel this contract and demand forfeiture of the bond and payment of the principal thereof as liquidated damages.

19. Notices/Communication

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and sent by United States certified mail, return receipt requested, to the party to whom the notice shall be given at the address set forth below, or at such other place as such party may from time to time designate in writing.

City of Jackson Isaiah B. Harris, Jr., Director Department of Parks & Recreation 1000 Metro Drive, Suite 104 Jackson, MS 39209 iharris@jacksonms.gov 601-969-0716	Managing Partner Owner Company Address City, State/Zip Email Address Phone Number	With a Copy to: Office of the City Attorney 455 East Capitol Street Jackson, MS 39201 601-960-1799
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20. Quotes Evaluations

An independent panel will review quotes submitted through the RFQ process. The panel will score the quotes and interview the proposers (if necessary). The

proposal with the highest scored quote will be awarded the bid.
The proposer must agree to a final binding bid prior to being awarded the bid.

The City will evaluate all submittals received based on the following general criteria:

1.	Submitter's qualifications and experience (city, other similar projects)	(25pts)
2.	Qualifications and experience of staff assigned to the project	(10pts)
3.	References, including applicable past work	(20pts)
4.	Understanding of services to be provided	(20pts)
5.	Value Pricing	(15pts)
		(100pts)

City of Jackson Parks and Recreation Food Concession RFQ Questionnaire

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City of Jackson Parks and Recreation
Food Concession RFQ Questionnaire

APPLICANT INFORMATION

Organization Name:		String's LPBC	
Principal Place of Business:		171 Kilkenny Blvd. Jackson, MS 39209	
Primary Contact:	Name:	Perkesa Page	Secondary Contact:
	Title:	Owner	Courtney Stringfellow
	Business Phone:		Business Phone:
	Cell:	8704945376	Cell:
Email Address:		stringslpbc@gmail.com	Cell:
Website Address:		stringslpbc@gmail.com	Cell:
		cdstring79@gmail.com	

DESCRIBE YOUR ORGANIZATION AND PROPOSED SERVICES

In this section, you will describe your proposed business and any positive financial, environment, social or cultural benefit to the City. Please be as complete as possible.

Type of Organization:	Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. LLC
Experience in Food Service Business:	How long has this organization been in the concessions business? Enter the number of years: <input type="text" value="1"/>
RFQ Locations:	Please indicate the golf course(s) you are interested in managing/operating. (Please check where applicable.) <input checked="" type="checkbox"/> Pete Brown Golf Facility 3200 West Woodrow Wilson • Jackson, MS 39209 <input checked="" type="checkbox"/> Grove Park Municipal Golf Course 1800 Walter Welch Drive • Jackson, MS 39213

City of Jackson Parks and Recreation Food Concession RFQ Questionnaire
Page 2

City of Business License:

A. If selected, you will need a City of Jackson Business License, and a Certificate of Liability Insurance in the amount of One Million Dollars (\$1,000,000.00), listing the City of Jackson, Department of Parks and Recreation as Co-Insured.

B. Does your organization have a current City of Jackson Business license?
 Yes: No: If yes, then please attach a photocopy of your City of Jackson Business License.

C. If no, please attach a copy of your City of Jackson Business License Application.

Recreational Sales Licenses:

A. Does your organization have all necessary Alcohol and Beverage Control licenses and official permits required for the operation of the concessions?
 Yes: No:

B. If no, please explain Plan of Action (POA) to obtain.
Once application for food concessions is submitted, the process of obtaining Alcohol and beverage license will begin submitting the application and required documentation

Proposed Menu / Planned Pricing:

A. Please explain the features of your menu and the products you are offering. Describe what healthy/healthier menu options you intend to provide

B. Give us an idea of your proposed menu and pricing. Quote prices without sales tax.
See attached

Example:

Item	Portion	Price	Comment
Example: Soda Pop	12 oz. can	\$1.00	
Example: Coffee	8 oz. cup	\$1.00	Or, one four-oz. coffee

Presentation:

How will your employees be attired?
black/collar shirt

City of Jackson Parks and Recreation Food Concession RFQ Questionnaire
 Page 3

Business References or Financial References:

Please provide three (3) financial or business references. These could include financial institutions, suppliers, insurance companies, or clients

Name of Reference: Kalanzia Gibson
 Address: Serenity Placenta / Canton, MS
 Phone: 601 708 5891
 Describe Relationship: Client

Name of Reference: Grey McCoy
 Address: Hot 97.7 Jackson, MS
 Phone: 601 842 1378
 Describe Relationship: Client

Name of Reference: Michael Dupree
 Address: 104 Autumn Ridge Jackson
 Phone: 601 502 3606
 Describe Relationship: Supplier

22 Equal Business Opportunity (EBO) Plan

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba

Mayor

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

Department of Planning and Development

OFFICE OF ECONOMIC DEVELOPMENT

It is the City of Jackson's Policy that all companies participating in the City's procurement process submit a completed Equal Business Opportunity (EBO) Plan Application. **The EBO Plan Application of your project team must be submitted with this SOQ.**

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. **The company or individual selected for this project shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application at the time of selection, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Plan.**

Failure to comply with the City's EBO Plan shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Office of Economic Development at (601) 980-1638. Copies of the EBO Plan Application and MBE/EBE Directory, as well as all other related information, are available at 200 South President Street, Second Floor, Jackson, Mississippi.

Jobs for Jacksonians

The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

FBO PLAN APPLICATION CHECKLIST

To be eligible for an FBO Plan, you must apply to the FBO (FBO Application Form) and also complete this checklist.

Waiver Requests

1. Do you request a FBO Plan waiver? If so, please check the box and request a waiver.

2. Waiver Statement(s) - If you are requesting a waiver, please provide a statement explaining the reasons for the waiver.

3. If you are requesting a waiver, please provide a statement explaining your proposed program and how it will be a "good faith effort" to comply with the FBO Plan.

Proposed Minority Contractors

4. Do you contract with a firm or contractor whose business is not also listed on the FBO Plan? If so, please list.

5. Do you have a contract with a firm or contractor who is not certified with the City of Jackson? If so, please list the name of the contractor and the name of the contractor's business. Do you have a contract with a firm or contractor who is not certified with the City of Jackson? If so, please list the name of the contractor and the name of the contractor's business.

6. Do you have a contract with a firm or contractor whose business type is checked (for example, you have chosen FBO or ABE) but is not listed?

MBE/FBE Project Participation

7. Your listed MBE/FBE will perform a commercially useful function in the contract. If not, work will be performed, managed and supervised.

8. You have provided a list of both the type and scope of work to be performed by the contractor.

9. Your MBE/FBE dollar value of the work to be performed is greater than \$100,000.

10. Your total percentage for MBE/FBE participation is at least 5%.

11. If you are requesting a waiver, please provide a statement explaining your proposed program and how it will be a "good faith effort" to comply with the FBO Plan.



POLICY
**EQUAL BUSINESS OPPORTUNITY
 SPECIAL NOTICE TO BIDDERS**

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requires that prospective vendors and contractors carefully examine their method of selecting sub-contractors and suppliers to ensure that they do not exhibit activity or passivity discriminating against MBEs and FBEs. A bidder seeking to do business with the City of Jackson is expected to adhere to a policy of fair and equitable treatment and to make the maximum practical effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contract items which are in part with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

1. **African American Business Enterprise (AABE)** - A firm owned and controlled by one or more African American individuals who are citizens of the United States and who have been actively engaged in business for at least one year prior to the date of the contract.
2. **African American Business Enterprise (AABE)** - A firm owned and controlled by one or more African American individuals who are citizens of the United States and who have been actively engaged in business for at least one year prior to the date of the contract.
3. **Hispanic Business Enterprise (HBE)** - A firm owned and controlled by one or more Hispanic individuals who are citizens of the United States and who have been actively engaged in business for at least one year prior to the date of the contract.
4. **Minority Business Enterprise (MBE)** - A firm owned and controlled by one or more minority individuals who are citizens of the United States and who have been actively engaged in business for at least one year prior to the date of the contract.
5. **Female Business Enterprise (FBE)** - A firm owned and controlled by one or more female individuals who are citizens of the United States and who have been actively engaged in business for at least one year prior to the date of the contract.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin, or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 1275 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goal of participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation goals are met in every contract award. The goal may be obtained by subcontracting to purchasing materials, fabricating and leasing equipment from MBEs and FBEs.

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Minority Business Enterprises	Minority Business Enterprises (MBE)	Hispanic Business Enterprises (HBE)	Native American Business Enterprises (NABE)	Total
	0%	12.4%	0%	0%	12.4%
Construction	0%	12.4%	0%	0%	12.4%
Professional Services	0%	0%	0%	0%	0%

The portions of the contract that are proposed for MBEs and HBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan please contact the Office of Economic Development at 601 E. 9th Street.

Contractors may employ MBEs, HBEs, ABEs or EBEs to meet the applicable project goal through various methods as follows:

A. Subcontracting Participation

- (a) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EEO Plan only expenditures to MBE, WBE, HBE, or ABE or EBE contractors that perform a commercially useful function in the work of the contract.
- (b) An MBE or EBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibility by actually performing, managing and supervising the work involved. In determining whether an MBE or EBE subcontractor is performing a commercially useful function, factors including but not limited to the following will be considered:
 - (i) the amount of work subcontracted;
 - (ii) the type of prime contract;
 - (iii) whether the business has the skill and expertise to perform work for which it is being hired/certified;
 - (iv) whether the business actually performs, manages and supervises the work for which it is being hired/certified; and
 - (v) whether the business purchases goods and/or services from a non-minority woman's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing the goods to be counted toward fulfillment of minority woman's business enterprise utilization goals.
- (c) Standard industry practice.
- (d) Consistent with standard industry practices, an MBE or EBE subcontractor may enter into second tier subcontracts. If an MBE or EBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm, it shall be expected on the basis of standard industry practices, it shall be presumed that the MBE or EBE subcontractor is not performing a commercially useful function.

B. Supplier Participation

When a prime contractor utilizes one or more suppliers to satisfy its EEO commitment in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE supplier who manufacture the good supplied;
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers, warehousemen, the goods supplied or who are manufacturer's representative, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs;
- (iii) For those contracts where an extraordinary large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Minority Protege Programs

(i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentee/protege programs to create prime contracting opportunities for African American, Hispanic, Asian American, Native American, and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).

(ii) Where a contractor engaged in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

- (a) The initial capital investment of each venture partner;
- (b) The proportional allocation of profits and losses to each venture partner;
- (c) The sharing of the right to control the ownership and management of the joint venture;
- (d) Actual participation of the venture partners in the performance of the contract;
- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EEO goals of the project.

The holder of offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assure compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian, Mexican, and Female Minority enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) Type of technical assistance to be provided by mentor;
- (b) Rights and responsibilities of each mentor and protégé contracting activity;
- (c) The specific duration of the agreement;
- (d) The amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014-1, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be listed in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (see *EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and other exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (See *EBO Plan Application*.)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name String's Bob's
Address: 117 Kilkenny Blvd.
City Jackson State MS ZIP Code 39209
Telephone _____
E-mail: stringstob@gmail.com

II. Bid Name and Number _____
III. PROPOSED MINORITY AND ORIGINAL SUBCONTRACTORS (SEE ATTACHMENT)

IV. Total Bid Amount \$ _____

V. WAIVER REQUESTED. *If you fail to meet either or all of the EBO Participation Goals check this box and follow the instructions below to provide the required "WAIVER STATEMENT". The "Waiver Statement" should be submitted to the City of Jackson, Office of EBO Affairs.*

Each bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:

- (a) Copies of written notification to MBE's and FBE's soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBE's and/or FBE's, including, at a minimum:
 1. The names, addresses, and telephone numbers of the MBE and FBE's who were contacted.
 2. A description of the information provided to MBE's and FBE's regarding the plan and specifications for portions of the work to be performed.
 3. A statement of reasons why additional agreements with MBE's and FBE's, if needed to meet the stated goals, were not reached.
 4. Evidence of efforts made to assist the MBE's and FBE's contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

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VI. AWARD OF CONTRACTS TO BE EXPEDITIOUSLY AWARDING TO THE BIDDER PROPOSING

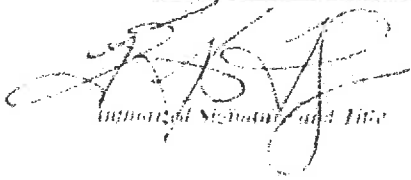
Contract No.	Contract Description	Contract Value	Contract Status
...
...

VII. REPLACEMENT OF MBI/FBI

If an MBI or FBI is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the FBO Office immediately both in writing and by phone. All MBI/FBI replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the FBO Executive Order No. 2014-3.

VIII CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.


Authorized Signature and Title


Date

PRINT AUTHORIZED NAME HERE: Perkesa Page

LOI AT BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT J
Proposed Minority/Female Business Enterprise Firms

100 String's BBQ
 117 Kilkenny Blvd
 Jackson, MS 39209
 Perkesa Peay
 8704945376

Type Trade Business: **Food Services**

- Type Minority/Female Business Enterprise:
- Female/FEE
 - African American/AABE
 - Hispanic/HBE
 - Native American/NAEE

No. of Firms in Minority/Female Business Enterprise:

Subcontractor
 Joint Venture

Supplier:
 Minority/Protege

Type Work or Service to be Performed: **Food Services**

Scope of Work to be Performed: **CONCESSIONS**

Do you intend to be performed by the Minority, Female, MBE and/or FBE?

Percentage of MBE and FBE participation:

Company Name:

Type Trade Business:

Address:

Type Minority/Female Business Enterprise:

City, State, ZIP:

- Female/FEE
- African American/AABE
- Hispanic/HBE
- Native American/NAEE

Contact Person:

Telephone Number:

Type Minority/Female Business Enterprise:

Subcontractor
 Joint Venture

Supplier:
 Minority/Protege

Type Work or Service to be Performed:

Scope of Work to be Performed:

Do you intend to be performed by the Minority, Female, MBE and/or FBE?

Percentage of MBE and FBE participation:

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100

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**CITY OF JACKSON, MISSISSIPPI
COVID-19 SECOND AMENDED GUIDELINES
EXECUTIVE ORDER**

WHEREAS, the COVID-19 pandemic poses a danger to the health and safety of the residents, visitors, and employees of the City of Jackson, Mississippi ("City of Jackson" or "City"), and

WHEREAS, the City's efforts to mitigate the spread of COVID-19 are critical to the health and well-being of City Workers and residents and other persons with whom they interact in the provision of services; and

WHEREAS, wearing a face covering that covers the person's mouth and nose is a highly effective measure for reducing the spread of COVID-19; and

WHEREAS, the U.S. Centers for Disease Control ("CDC") reports that new variants of COVID-19, identified as "variants of concern," have emerged in the United States; and

WHEREAS, some of these new variants currently account for the majority of COVID-19 cases sequenced in the City of Jackson, and are more transmissible; and

WHEREAS, the recent appearance in the City of the highly transmissible Delta variant of COVID-19 has substantially increased the risk of infection for the City's workforce; and

WHEREAS, an individual is considered fully vaccinated two or more weeks following receipt of a second dose in a 2-dose series of a COVID-19 vaccine, or 2 or more weeks following receipt of one dose of a single dose COVID-19 vaccine; and

WHEREAS, many employees of the City hold positions in which they come into contact with other people in the course of their work for the City, and are thus in a position to transmit or contract COVID-19 while they are at work; and

WHEREAS, it is essential that the City promote the best health and safety practices based on current scientific understandings of the conditions under which COVID-19

WHEREAS, pursuant to Section 21-19-3 of the Mississippi Code, it provides a municipality with the authority to make regulations to prevent the introduction or spread of contagious and infectious disease; and

WHEREAS it is now the policy of the City of Jackson to require vaccination upon entering the workplace for all employees within the sphere of jurisdiction designed to prevent the spread of COVID-19 and its variants, which are contagious;

NOW, THEREFORE the City of Jackson, Mississippi, by the power vested in me as Mayor of the City of Jackson, Mississippi, do hereby order:

Section 1. Definitions. For the purposes of this Order, the following terms have the following meanings:

- A. **Contract.** The term "contract" means a contract awarded by the City, and any subcontractor for such a contract for work: (i) to be performed within the City of Jackson, and (ii) where employees can be expected to physically interact with City employees or members of the public in the course of performing work under the contract.
- B. **Covered Employee.** The term "covered employee" means a person: (i) employed by the City of Jackson; (ii) employed by a contractor or subcontractor holding a contract, including temporary workers; (iii) whose salary is paid in whole or in part from funds provided under a City contract; (iv) whose salary is paid in whole or in part from funds provided by the City; and (v) who performs any work and/or job tasks within the City of Jackson. However, a person whose work under the contract does not include physical interaction with City employees or members of the public shall not be deemed to be a covered employee.
- C. **Full vaccination.** The term "full vaccination" means at least two weeks have passed after a person received a single dose of an FDA- or WHO-approved COVID-19 vaccine or the second dose of an FDA- or WHO-approved two-dose COVID-19 vaccine.

Section 2. Requirement.

- A. All employees of the City must take all necessary actions to ensure that as covered employees, he/she shall: (i) wear a face covering anytime the covered employee can be expected to physically interact with City employees and members of the public in the course of performing their job duties; and (ii) provide proof of their full vaccination status.
- B. All City departments must take all necessary actions to ensure that their contractors require their covered employees to: (i) wear a face covering at all times the covered employee can be expected to physically interact with City employees and members of the public in the course of performing work under the contract; and (ii) provide proof of their full vaccination status.

Section 3. All covered employees, as defined in Section 1, must provide proof of having received at least one dose of an approved COVID-19 vaccine no later than August 31, 2021, except for those who obtain an exception through the reasonable accommodation process due to medical or religious reasons. Reasonable accommodations will be considered on an individualized basis.

for a full immunization or a receipt for a suitable vaccination, including, but not limited to, the Department of Personnel Management by the covered employee.

Section 4. Any person to whom this Order applies who, after providing proof of having received only one dose in a 2-dose series of COVID-19 vaccine, will still be required to provide the City with proof of receipt of a second dose within 60 days of the first dose.

Section 5. City employees who choose not to provide proof of their full vaccination status, unless exempted as a result of the reasonable accommodation process, shall participate in weekly testing at their workplace and will continue to wear a face covering at all times in the workplace and/or during work hours where said employees can be expected to physically interact with City employees and members of the public in the course of performing their job duties. Failure to do so may result in termination.

Section 6. Notice. Each City department must send each of its contractors notice that the Mayor has directed City contractors to comply with the requirements of this Order, and request a response from each such contractor, as soon as possible, with regard to the contractor's intent to follow the Mayor's directive.

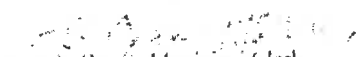
Section 7. Future Contracts. The Office of the Chief Administrative Officer will work with City departments to ensure that the requirements of this Order are reflected in all future City contract renewals, amendments, and modifications.


Section 8. Effective date. This Amended Order shall take effect on Monday, August 23, 2021.

SO ORDERED this 30th day of August, 2021.

CHRIS M. ANTONIETTI
Mayor, City of Jackson, Mississippi


WITNESSETH


Angela Harrell, Municipal Clerk

ACKNOWLEDGEMENT	
I, the undersigned, hereby acknowledge that I have read and agree to the provisions of the attached Order with regard to the City of Jackson, Mississippi, and I have signed this Acknowledgement on the date indicated below.	
 Submitter	3/3/23 Date

24. General Terms & Conditions

The selected Submitter agrees to comply with all Federal and State employment laws which apply to a non-governmental employer

By:  _____
Submitter's Name/Title

Date: 3/3/23

15



ORDER AUTHORIZING MAYOR TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND TANGENT SOLUTIONS, LLC. FOR THE PURPOSE OF ADMINISTERING A SUMMER STEAM CAMP DURING THE 2023, 2024, AND 2025 SUMMER

WHEREAS, the Department of Human and Cultural Services operates and manages the Russell C. Davis Planetarium; and

WHEREAS, as part of the programs and services of the Russell C. Davis Planetarium, the Department of Human and Cultural Services recommends that the City of Jackson collaborate with Tangent Solutions, LLC. to provide a STEAM camp for youths at no cost; and

WHEREAS, the STEAM camp will consist of three (3) weeks and be located at Jackson State University's School of Science Technology and Engineering; and

WHEREAS, the STEAM camp will take place during the summer of 2023, 2024, and 2025 and offer 3 weeks of a NASA Astro Camp® certified curriculum-based STEAM instruction to participating students at no charge; and

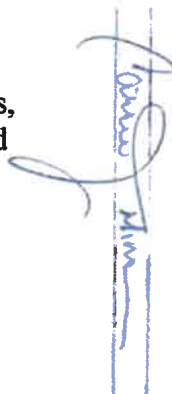
WHEREAS, Tangent Solutions, LLC. has provided outstanding curriculum-based STEAM enrichment for participating students that has resulted in a 150% increase in student enrollment from last year, 2022; and

WHEREAS, Tangent Solutions LLC will provide perpetual extension and use of Metro Area Robotics and STEAM online platform and programming used in summer camps at no cost provided Tangent Solutions LLC is the contractual administrator of in-person and/or virtual online camps or programs services; and

WHEREAS, the City of Jackson will render and provide perpetual extension and use of programming licenses and physical equipment used in summer camps at no cost, including Oculus goggles and libraries, NASA AstroCamp supplies, Spheros robots, PowerUp toys, and STEAM kits i.e., Kiwico; and

WHEREAS, Tangent Solutions, LLC is an independent contractor and no joint venture, agency, partnership, or employer relationship is created; and

WHEREAS, Tangent Solutions, LLC agrees to indemnify and hold the City harmless from and against any and all claims, demands, suits, liabilities, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing on account of death and injury to persons, and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way,



by the negligence, willful misconduct or breach of this agreement by Tangent Solutions, LLC further agrees to indemnify and hold harmless the City for all penalties, fines, and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform; and

WHEREAS, the City of Jackson will pay Tangent Solutions, LLC. as services are rendered a sum not to exceed \$25,0000 for each year that the STEAM camp is offered; and

WHEREAS, the Memorandum of Understanding shall be governed by the laws of the State of Mississippi; and

WHEREAS, either party may decide not to proceed with the project contemplated for any reason or no reason;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Memorandum of Understanding with Tangent Solutions LLC.

IT IS HEREBY ORDERED that a sum not to exceed \$25,000 for each year that the summer STEAM is offered may be paid to Tangent Solutions LLC.

IT IS HEREBY ORDERED that the STEAM camp may be offered during the summer of 2023, 2024, and 2025.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/23/22
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Authorizes the Mayor to execute a Memorandum of Understanding between Tangent Solutions, LLC. and Russell C. Davis Planetarium for the purpose of administering a 3-week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth.				
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	Youth & Education, Quality of Life				
3.	Who will be affected	Students within the City of Jackson				
4.	Benefits	Provides basis for launch of Virtual Summer STEAM Camp				
5.	Schedule (beginning date)	Summer 2023				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Jackson State University School of Science Engineering & Technology				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services				
8.	COST	At a cost not to exceed \$25,000				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	305-40810-6419				
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

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Dr. Pamela Scott, Director *PS*
Department of Human and Cultural Services

DATE: July 10, 2023

SUBJECT: MOU between Tangent Solutions LLC and Russell C. Davis Planetarium

This memorandum of understanding defines the collaboration of Tangent Solutions, LLC. and the Russell C. Davis Planetarium for the purpose of administering a 3-week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. The program focuses on exposure through advanced technology, student-centered standards-based activities, and peer mentoring support through modeling and in the areas of soft skill development of self-efficacy, self-esteem, self-awareness, decision-making, and leadership. This MOU is a renewal of a previous MOU, of which the term has expired, and represents another 3-year term of Tangent Solutions, LLC. services.

EVENT
Planetarium Summer STEAM
Camp

ENTITY
Tangent Solutions, LLC.
Russell C. Davis Planetarium

PS/mw

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 APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND TANGENT SOLUTIONS, LLC. FOR THE PURPOSE OF ADMINISTERING A SUMMER STEAM CAMP DURING THE 2023, 2024 AND 2025 SUMMER is legally sufficient for placement in NOVUS Agenda.

Created by Carrie with Permission

Catoria Martin, City Attorney
Carrie Johnson, Deputy City Attorney *C. Johnson*

7/12/2023

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on _____, 2023 (the "Effective Date"), by and between Tangent Solutions, LLC. located at 3814 Camille Drive, Jackson, Mississippi 39212 (the "First Party"), and City of Jackson Planetarium located at 201 E Pascagoula St, Jackson, Mississippi 39201 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

The proposed summer camp is steeped in technology and the creativity involved with respective engineering projects and diverse applications strongly align with the Planetarium vision and mission to:

- 1) present educational and entertaining shows regarding astronomy or
- 2) training in celestial navigation.

The summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and support through 1) exposure to the world through advanced technology; 2) student-centered, standards-based activities; and 3) peer mentoring supports through modeling and in the areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision in seeking to

- 1) help students realize and nurture STEAM career dreams of tomorrow and
- 2) develop life-changing goals through Next Generation science, math, and engineering and 21st Century Learning Skills.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for an innovative, student centered hands-on summer camp that leverages engineering and critical thinking at no cost to participants, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or

no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

Tangent Solutions, LLC. shall render and provide the following services that include, but are not limited to:

Providing perpetual extension and use of MARS (Metro Area Robotics and STEAM)online platform and programming used in summer camps at no cost provided Tangent Solutions, LLC is the contractual administrator of in-person and/or virtual online camps or programs services are applied. Online platforms and programming include MARS STEAM programming located on Tangent Solutions, LLC's website.

City Of Jackson Planetarium shall render and provide the following services that include, but are not limited to:

Providing perpetual extension and use of programming licenses and physical equipment used in summer camps at no cost. Licences and physical equipment includeOculus goggles and libraries, NASA AstroCamp supplies, Spheros robots, PowerUp toys, and STEAM kits i.e. Kiwico.

As a consideration for the performance of services of this MOU, Tangent Solutions, LLC shall be paid a fee not to exceed \$25,000.00 each year. Tangent Solutions, LLC shall be paid as services are rendered. Invoices shall be submitted and the City will issue payment within thirty (30) but no later than forty-five (45) days of receipt of the invoice.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 3 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

Subject to the public disclosure requirements set forth in Mississippi Public Records Act of 1983,the Parties will treat the terms of this MOU, and the documents submitted herewith, in thestrictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render

Alison J. Moore

ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Mississippi.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

12. RESPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:

The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. INDEPENDENT CONTRACTOR

The Parties agree that the legal relationship of Tangent Solutions, LLC 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 Tangent Solutions, LLC 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 Tangent Solutions, LLC.

14. INDEMNIFICATION

Tangent Solutions, LLC agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by Tangent Solutions, LLC to the extent the loss was not otherwise contributed to by the act or negligence of the City. Tangent Solutions, LLC further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

[Handwritten signature]

This Agreement shall be signed by Tangent Solutions, LLC. and City of Jackson Planetarium and shall be effective on the date of the last signature.

[Handwritten signature]

7/12/2023

(First Party Signature)
Tangent Solutions, LLC.
3814 Camilla Drive
Jackson, Mississippi
39212

(Date)

(Second Party Signature)
City of Jackson
201 E Pascagoula St
Jackson, Mississippi
39201

(Date)

Business Services

Home (https://www.sos.ms.gov/business-services-regulation)	Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)
Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corpcnewfilings/portal.aspx)	
Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx)	
User Login (https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx)	Filing Fees (https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Business Search

Tangent Solutions, LLC

User Actions

[View Filed Documents \(#\)](#) [Opt-in or Opt-out of Email updates \(#\)](#) [Print I \(#\)](#)

Name History

Name	Name Type
Tangent Solutions, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1183840
Status:	Good Standing
Effective Date:	07/19/2019
State of Incorporation:	Mississippi
Principal Office Address:	3814 Camilla Drive Jackson, MS 39212

Registered Agent

Name
Barbara Walker (portal.aspx?searchby=agent&agentName=Barbara%20Walker) 1940 Bethel Roberts Newton, MS 39345

Officers & Directors

Name	Title
------	-------

Business Name	Business ID	Officer Name	Registered Agent	KENDRICK WALKER (portal.aspx?searchby=officer&officerName=KENDRICK%C2%A0WALKER) 3814 Camilla Drive Jackson, MS 39212
Search Criteria <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Sounds Like <input type="radio"/> Exact Match Business Name: <input type="text" value="tangent"/> Search				

Search Type: Business Name	Search Sub-Type: Starting With
Search Date: 07/11/2023 09:32	Search Thru Date: 07/09/2023
Criteria: tangent	Result(s) Count: 8

Business Name Search Results

<u>Business Name (#)</u>	<u>Business ID (#)</u>	<u>Type (#)</u>	<u>Status (#)</u>	<u>Create Date (#)</u>	<u>Details (#)</u>
TANGENT COMPUTER SYSTEMS, INC.	632882	Business Corporation	Dissolved	08/08/1996	Details (#)
Tangent Dreams LLC	1392369	Limited Liability Company (LLC)	Good Standing	05/09/2023	Details (#)
TANGENT DRILLING PROGRAM (1984-2)	526611	Foreign Limited Partnership (LP)	Good Standing	12/20/1985	Details (#)
Tangent Insurance Services, LLC	1265939	Foreign Limited Liability Company (LLC)	Withdrawn	03/15/2021	Details (#)
TANGENT OIL & GAS, INC.	526455	Foreign Corporation	Withdrawn	12/11/1985	Details (#)
Tangent Rail Energy, Inc.	632165	Foreign Corporation	Withdrawn	07/18/1996	Details (#)
Tangent Solutions, LLC	1183840	Limited Liability Company (LLC)	Good Standing	07/19/2019	Details (#)
Tangent, LLC	1091449	Limited Liability Company (LLC)	Dissolved	04/26/2016	Details (#)

1 - 8 of 8 items (#)



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[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities)

[Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory)

[Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fees-forms-directory\)](https://www.sos.ms.gov/business-services/fees-forms-directory)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour)

[How Do I...? \(https://www.sos.ms.gov/how-do-i\)](https://www.sos.ms.gov/how-do-i)

[Links \(https://www.sos.ms.gov/links\)](https://www.sos.ms.gov/links)

[Disclaimer \(https://www.sos.ms.gov/disclaimer\)](https://www.sos.ms.gov/disclaimer)

[f \(https://www.facebook.com/MississippiSecretaryofState\)](https://www.facebook.com/MississippiSecretaryofState) [t \(https://www.twitter.com/MississippiSOS\)](https://www.twitter.com/MississippiSOS) [✉ \(mailto:mississippi@sos.ms.gov\)](mailto:mississippi@sos.ms.gov) [i \(https://www.instagram.com/Mississippi_SOS\)](https://www.instagram.com/Mississippi_SOS)
[y \(https://www.youtube.com/channel/UCP19PEfgCj4jWXjutV_d1g\)](https://www.youtube.com/channel/UCP19PEfgCj4jWXjutV_d1g)

16

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO PROCURE
HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING TO
SUPPORT THE KRONOS TIMEKEEPING SYSTEM FROM IMMIX
TECHNOLOGY, INC.**

OFFICE OF THE CLERK
S.C.M. 6/18/23

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

WHEREAS, the new Multiple Award Schedule (MAS) contract, GS-35F-0265X, was awarded on March 3, 2011 to Immix Technology, Inc. as a small business for a five-year term with three five-year renewal options. It contains the most current pricing, product catalogs, and part numbers available from more than 70 commercial IT hardware and software vendors represented by Immix Technology, Inc. It will replace an existing MAS contract (#GS-35F-0330J) held by Immix Technology, Inc.; and

WHEREAS, Immix Technology, Inc., a subsidiary of ImmixGroup, proposes to the City of Jackson, Mississippi, a one-year maintenance agreement for the Kronos software in an amount not to exceed \$113,911.33; and

WHEREAS, ImmixGroup helps technology companies do business with the public sector and provides government agencies with reliable access to the commercial technology products and services they need through the contract vehicles they prefer; and

WHEREAS, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

WHEREAS, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, the Department of Information Technology recommends that the Mayor be authorized to execute an agreement with Immix Technology, Inc. in an amount not to exceed \$113,911.33 without advertising for bid, based on present information and belief, that Kronos currently maintains only one GSA Schedule Holder, Immix Technology, as the sole authorized GSA Schedule Holder for all generally available Kronos products and services; and

WHEREAS, the Department of Information Technology has assessed the maintenance needs for this system and recommends the purchase of maintenance support for the Kronos software; and

Agenda Item # 16
July 18, 2023
(Reid, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/15/2023

DATE

POINTS	COMMENTS																								
1. Brief Description	<i>Annual Maintenance renewal for the Kronos software.</i>																								
2. Public Policy Initiative t. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<i>Changes in City Government</i>																								
3. Who will be affected	<i>All Departments</i>																								
4. Benefits	<i>Immix Technology, Inc., will continue to provide maintenance support for the Kronos software.</i>																								
5. Schedule (beginning date)	<i>June 26, 2023.</i>																								
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	<i>Citywide</i>																								
7. Action implemented by: ▪ City Department D ▪ Consultant D	<i>City Department</i>																								
8. COST	<i>\$113,911.33</i>																								
9. Source of Funding ▪ General Fund D ▪ Grant D ▪ Bond D ▪ Other D	<i>Account # 004-90400-6464</i>																								
10. EBO participation	<table border="0"> <tr> <td><i>ABE</i></td> <td><i>_____ %</i></td> <td><i>WAIVER</i></td> <td><i>yes</i> <i>__</i></td> <td><i>no</i> <i>__</i></td> <td><i>NIA</i> <i>__</i></td> </tr> <tr> <td><i>WBE</i></td> <td><i>_____ %</i></td> <td><i>WAIVER</i></td> <td><i>yes</i> <i>__</i></td> <td><i>no</i> <i>__</i></td> <td><i>NIA</i> <i>__</i></td> </tr> <tr> <td><i>HBE</i></td> <td><i>_____ %</i></td> <td><i>WAIVER</i></td> <td><i>yes</i> <i>__</i></td> <td><i>no</i> <i>__</i></td> <td><i>NIA</i> <i>__</i></td> </tr> <tr> <td><i>NABE</i></td> <td><i>_____ %</i></td> <td><i>WAIVER</i></td> <td><i>yes</i> <i>__</i></td> <td><i>no</i> <i>__</i></td> <td><i>NIA</i> <i>__</i></td> </tr> </table>	<i>ABE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>	<i>WBE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>	<i>HBE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>	<i>NABE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>
<i>ABE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>																				
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<i>HBE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>																				
<i>NABE</i>	<i>_____ %</i>	<i>WAIVER</i>	<i>yes</i> <i>__</i>	<i>no</i> <i>__</i>	<i>NIA</i> <i>__</i>																				

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel J. Reid, Director
Department of Information Technology

Date: 6/15/2023

Re: Kronos Software Support Renewal

The City of Jackson purchased Kronos software from Immix Technology, Inc ("Immix"). The City uses the Kronos software for its timekeeping system.

The maintenance agreement on the Kronos software expires on June 25, 2023 and must be renewed. Immix is the sole provider of maintenance support for Kronos and the cost associated with renewal is \$113,911.33.

The maintenance support agreement for this software will benefit all City departments by ensuring that our Kronos system is running at optimal performance levels.

I recommend that we renew this support agreement.

MJR/saw

Sales Quotation

Fred Wilson
Director of Jackson
Information Systems
353 South Congress Street
Jackson, MS 39201
PH: 601.960.1395
fwilson@city.jackson.ms.us

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1360530-T2N7M1
Quote Date: 2/24/2023
Expiration Date: 6/26/2023

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Chanthakhoune, Eric
+1 571-384-3751
Eric.Chanthakhoune@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6107879

Manufacturer Contact: Figueira, Mary
978 947 4655
Mary.Figueira@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604315-001GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines** TRUSTED PRODUCT **	1	\$2,896.0600	\$2,896.06
Period of Performance: 6/26/2023 to 6/25/2024.							
2	8800175-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	2750	\$8.6400	\$23,760.00
Period of Performance: 6/26/2023 to 6/25/2024.							
3	8800177-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	2300	\$6.3500	\$14,605.00
Period of Performance: 6/26/2023 to 6/25/2024.							
4	8800178-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	250	\$70.4800	\$17,620.00
Period of Performance: 6/26/2023 to 6/25/2024.							
5	8800183-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Absence Manager V8 - per employee** TRUSTED PRODUCT **	2300	\$7.9100	\$18,193.00
Period of Performance: 6/26/2023 to 6/25/2024.							
6	8800185-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	2750	\$1.3100	\$3,602.50
Period of Performance: 6/26/2023 to 6/25/2024.							
7	8800187-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	500	\$1.1500	\$575.00
Period of Performance: 6/26/2023 to 6/25/2024.							
8	8800188-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	250	\$9.3900	\$2,347.50
Period of Performance: 6/26/2023 to 6/25/2024.							
Group Total:							\$83,599.06

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
9	99X9000-001	GS-35F-0265X	HW MNT	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C** TRUSTED PRODUCT **	48	\$229.2000	\$11,001.60
Period of Performance: 6/26/2023 to 6/25/2024.							
10	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9000 H2,STANDARD,KR B/C** TRUSTED PRODUCT **	9	\$229.2000	\$2,062.80
Period of Performance: 6/26/2023 to 6/25/2024.							
11	99X9000-028	GS-35F-0265X	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	11	\$229.2000	\$2,521.20
Period of Performance: 6/26/2023 to 6/25/2024.							
12	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange Maintenance for KRONOS INTOUCH 9100 H4,STANDARD,KR B/C** TRUSTED PRODUCT **	4	\$229.2000	\$916.80
Period of Performance: 6/26/2023 to 6/25/2024.							
13	99X9020-001	GS-35F-0265X	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	64	\$96.5100	\$6,176.64
Period of Performance: 6/26/2023 to 6/25/2024.							
14	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for H1/H2/H3 INTOUCH** TRUSTED PRODUCT **	6	\$96.5100	\$579.06
Period of Performance: 6/26/2023 to 6/25/2024.							
15	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 / H4 Depot Exchange** TRUSTED PRODUCT **	4	\$96.5100	\$386.04
Period of Performance: 6/26/2023 to 6/25/2024.							
Group Total:							\$23,644.14
16	ED-SUBSCRIPTION - 2501-5000	GS-35F-0265X	TR	KnowledgePass Ed Services Subscription 2501-5000 (POP 6.26.2023 - 6.25.2024)** TRUSTED PRODUCT **	1	\$6,668.1300	\$6,668.13
Period of Performance: 6/26/2023 to 6/25/2024.							
Group Total:							\$6,668.13
HARDWARE MAINTENANCE							\$23,644.14
SW MAINTENANCE							\$83,599.06
TRAINING							\$6,668.13
Grand Total							\$113,911.33

IM03721 - SID 6107879
06/26/23 - 06/25/24

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

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

4/23/23
OFFICE OF THE CITY ATTORNEY
SOM

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO PROCURE HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING TO SUPPORT THE KRONOS TIMEKEEPING SYSTEM FROM IMMIX TECHNOLOGY, INC.** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra O. Moncure, Deputy City Attorney SOM

6/29/23
Date

17

**ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY
OF #610 LIMESTONE (BID NO. 75077-050223)**

OFFICE OF THE CLERK OF COURTS
7/18/2023

WHEREAS, the Department of Administration issued an invitation for bids for the twenty-four (24) month supply of #610 Limestone; and

WHEREAS, on May 2, 2023, the department received two (2) sealed term bids to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works will distribute said #610 Limestone for various projects within the City of Jackson; and

WHEREAS, Amerimac Chemical Co., with its principal office located at 750 Boling Street, Jackson, MS 39209, submitted the lowest bid in the amount of \$49.00 per ton by truck; and

WHEREAS, Green Dream International LLC, with its principal office located at 32 W. 81th Street, Suite No. 607, Erie, PA 16501, submitted a bid in the amount of \$50.34 per ton by truck; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works reviewed said bids and recommends that the governing authorities for the City of Jackson accept the term bid submitted by Amerimac Chemical Co. as the lowest and best bid for the twenty-four (24) month supply of #610 Limestone and accept term bid submitted by Green Dream International, LLC as an alternative bid in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received May 2, 2023 from Amerimac Chemical Co. to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division beginning upon the date of this Order through May 31, 2025 in the amount of \$49.00 per ton by truck is accepted as the lowest and best bid received.

IT IS FURTHER ORDERED that the term bid received May 2, 2023 from Green Dream International, LLC to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division beginning upon the date of this Order through May 31, 2025 in the amount of \$50.34 per ton by truck is accepted as an alternative bid in the event the commodity is unavailable from the lowest and best bidder.

Item: # 17
Date: July 18, 2023
By: R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 12, 2023

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	24 month supply of limestone								
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 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 								
3.	Who will be affected	Public Works Maintenance, Parks & Recreation Maintenance								
4.	Benefits	Materials for maintenance work								
5.	Schedule (beginning date)	Upon City Council approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪ <input type="checkbox"/> 	Department of Public Works, Maintenance Supply Division								
8.	COST	See bid tab sheet								
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"/> 	General Fund, Maintenance Supply								
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
Public Works Administration



200 South President Street
Suite 523
Jackson, MS 39201

Chokwe Antar Lumumba
Mayor

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 21, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting bids for a 24 month of limestone.

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.

Memorandum

To: Michael Davis, Serving EBO Associate Planner
Vic Sexton, Office of Economic Development & Planning

From: Purchasing Division

Thru: Fredrick Gates, Manager of Maintenance Supply
Department of Public Works

CC: Louis P. Wright, Chief Administrative Officer

Date: June 21, 2023

Re: Bid Number: 75077-050223

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on May 2, 2023, as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Amerimac Chemical			X	
Green Dream International LLC			X	

The funds deposit to Account: General Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.



June 21, 2023

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.

Office of the City Attorney

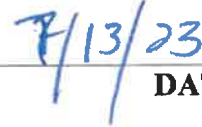
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF #610 LIMESTONE (BID NO. 75077-050223)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*



DATE

OFFICE OF THE CITY ATTORNEY
7/13/23

TABLATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF #610 LIMESTONE

TERM: June 01, 2023 through May 31, 2025

BID NO. 75077-050223

ADVERTISED: April 13th, & 20th, 2023

OPENED: May 2, 2023

**MAINTENANCE SUPPLY DIVISION
DEPARTMENT OF PUBLIC WORKS**

ACCOUNT: GENERAL FUND

ITEM	DESCRIPTION	COST PER TON	COST PER TON
1.	610 Limestone by truck to Maintenance Supply	\$49.00	\$50.34
Daily Plant Capacity:			
Delivery:		0 days	5 days
Bid valid for:		60 days	60 days
EBO Plan Application:		Included	Included

**MO/tm
75077**

Amerimac Chemical
Attn: Roland Powell J
P.O. Box 1386
Jackson, MS 39215
750 Boiling St.
Jackson, MS 39209
(601) 918-8321
rpowell44@amerimac.com

Green Dream International LLC
Attn: Varand Varlanian
32 W. 8th St. suite no 607
Erie, PA 16501
32 W. 8th St. suite no 607
Erie, PA 16501
(814) 840-1880
info@gdicompany.com

18

ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223)

OFFICE OF THE CITY ATTORNEY
7/13/23
75078-050223

WHEREAS, the Department of Public Works issued an advertisement for bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers, and

WHEREAS, on May 2, 2023, the Department of Administration received three (3) bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works will distribute these materials to other divisions for various repair projects within the City of Jackson; and

WHEREAS, Amerimac Chemical Co., with its principal office located at 750 Boling Street, Jackson, MS 39209, submitted the lowest bid in the amount of \$19.00 per ton for clay gravel by truck and \$30.00 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, submitted a bid in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, submitted a bid in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works reviewed said bids and recommends to the governing authorities for the City of Jackson to accept the term bid of Amerimac Chemical Co., with its principal office at 750 Boling St., Jackson, Mississippi 39209 as the lowest and best bid received for the following items:

- | | |
|---|---|
| <u>Clay Gravel</u> | <u>Washed Gravel</u> |
| Item 1. Clay Gravel by truck- \$19.00 per ton | Item 2. Washed Gravel by truck- \$30.00 per ton |
- (Delivered by truck to Maintenance Supply)

WHEREAS, the Maintenance Supply Division of the Department of Public Works recommends to the governing authorities that the bids submitted by the two other vendors be accepted as alternative bids, in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received on May 2, 2023 from Amerimac Chemical Co. to supply clay and washed gravel for twenty-four-months to the Department of Public Works, Maintenance Supply Division beginning on date of this Order

Agenda Item # 18
July 18, 2023
(R. Lee, Lumumba)

through May 31, 2025 in the amount of \$30.00 per ton for washed gravel by truck and \$19.00 per ton for clay gravel to Maintenance Supply is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the bid received from Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

IT IS FURTHER ORDERED that the bid received from Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 12, 2023

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	24 month supply of clay and washed gravel			
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 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 			
3.	Who will be affected	Public Works Maintenance, Parks & Recreation Maintenance			
4.	Benefits	Materials for maintenance work			
5.	Schedule (beginning date)	Upon City Council approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪ <input type="checkbox"/> 	Department of Public Works, Maintenance Supply Division			
8.	COST	See bid tab sheet			
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"/> 	General Fund, Maintenance Supply			
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
Public Works Administration



200 South President Street
Suite 523
Jackson, MS 39201

Chokwe Antar Lumumba
Mayor

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 21, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting bids for a 24 month of clay and washed gravel.

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.

Memorandum

To: Michael Davis, Serving EBO Associate Planner
Vic Sexton, Office of Economic Development & Planning

From: Purchasing Division

Thru: Frederick Gates, Maintenance Supply
Department of Public Works

CC: Louis P. Wright, Chief Administrative Officer

Date: May 8, 2023

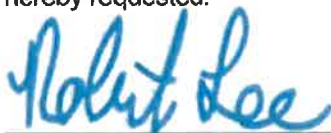
Re: Bid Number: 75077-050223

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bid was received on May 2, 2023, as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Amerimac Chemical			X	
Green Dream International LLC			X	
Four Seasons Enterprise, LLC				X

The funds deposit to Account: General Funds

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.



June 21, 2023

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.

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 ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

7/13/23
DATE

OFFICE OF THE CITY ATTORNEY
7/13/23

TABULATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF CLAY GRAVEL AND WASH GRAVEL W/PRIMARY & ALTERNATIVE

TERM: June 01, 2023 through May 31, 2025
BID NO. 75078-050223
ADVERTISED: April 13th & 20th, 2023
OPENED: May 2, 2023

**MAINTENANCE SUPPLY DIVISION
 DEPARTMENT OF PUBLIC WORKS**

ACCOUNT: GENERAL FUND

	Amerimac Chemical Attn: Roland H. Powell 750 Boiling St. Jackson, MS 39209 750 Boiling St. Jackson, MS 39209 (601) 918-8321 Rpowell40@aol.com	Green Dream International LLC Attn: Varand Vartanian 32 W. 8th St. Suite no 607 Erie, PA 16501 32 W. 8th St. Suite no 607 Erie, PA 16501 (814) 840-1880 info@rdicompanies.com	Four Seasons Enterprises, LLC Attn: Robert Love 5822 Canton Park Dr. Jackson, MS 39211 5822 Canton Park Dr. Jackson, MS 39211 (601) 331-2828 Rlove_mhsm@yahoo.com
	PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON	PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON	PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON
1.	Clay Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.) \$19.00 Per Ton	\$26.07 Per Ton	\$35.00 Per Ton
2.	Wash Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.) \$30.00 Per Ton	\$35.75 Per Ton	\$42.50 Per Ton
	Delivery:	2 days	10 days

	Bid Valid for:	60 days	60 days	30 days
	EBO Plan Application:	Included	Included	

MO/tn 75078

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH INC. FOR THE 2024 ARTERIAL STREETS RESURFACING PROGRAM

OFFICE OF THE CITY ATTORNEY
7/13/23
3022

WHEREAS, on June 14, 2023 the Municipal Sales Tax Commission obligated \$1,635,000.00 toward engineering work to develop plans and specifications towards resurfacing the following streets:

- 1) Old Canton Road from Canton Mart Road to County Line Road;
- 2) South Street from Gallatin Street to Jefferson Street;
- 3) McDowell Road from intersection railroad near I-20, east to Gallatin Street and from Gallatin to MDOT ROW near I-55;
- 4) Northwest Industrial Parkway and Northwest Progress Parkway in the Northwest Industrial Park; and
- 5) Beasley Road from Watkins Drive to the Northwest Industrial Park; and

WHEREAS, the City Engineer selected CivilTech, Inc. to perform the proposed engineering design work and CivilTech has provided a proposed contract for the design of the resurfacing project in an amount not to exceed \$1,635,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement for Engineering Services with CivilTech, Inc. for the 2024 Arterial Streets Resurfacing Program for an amount not to exceed \$1,635,000.00.

IT IS FURTHER ORDERED that the Agreement for Engineering Services will be executed on the City's standard form Engineering Services Contract containing all the customary terms and conditions.

Item# 19
Agenda: July 18, 2023
By: R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 27, 2023
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Agreement with CivilTech for the 2024 Arterial Streets 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 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Residents and Motorists on Streets			
4.	Benefits	Engineering work to prepare plans and specifications for arterials street resurfacing program			
5.	Schedule (beginning date)	Upon Council approval			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Old Canton Rd (Canton Mart Rd to County Line Rd) (Ward 1) South Street (Gallatin St to Jefferson St) (Ward 7) McDowell Rd (I-55 to Gallatin St) and Gallatin St (McDowell Rd to I-20) (Ward 7) NW Industrial Pkwy/NW Progress Pkwy (Ward 2) Beasley Rd (Watkins Dr to NW Industrial Park) (Ward 2)			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	COST	\$1,635,000.00			
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 173 45190 6823			
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 _____	



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 27, 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 CivilTech, Inc. for an amount not to exceed \$1,635,000.00 for the 2024 Arterial Streets Resurfacing Program. The engineering firm will develop plans and specifications for resurfacing projects for the following streets

- Beasley Rd (Watkins Dr to NW Industrial Park) (Ward 2)
- NW Industrial Pkwy/NW Progress Pkwy (Ward 2)
- McDowell Rd (I-55 to Gallatin St) and Gallatin St (McDowell Rd to I-20) (Ward 7)
- Old Canton Rd (Canton Mart Rd to County Line Rd) (Ward 1)
- South Street (Gallatin St to Jefferson St) (Ward 7)


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

OFFICE OF THE CITY ATTORNEY
455 East Capital 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 ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE 2024 ARTERIAL STREETS RESURFACING PROGRAM** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

7/13/23

DATE

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS
CITY PROJECT NO. _____

Project Description:

*Project Sites include: 1) Old Canton Road - 3.4 miles;
2) South Street - 0.8 miles;
3) McDowell Road - 1.20 miles;
4) NW Industrial Parkway - 1.9 miles, and;
5) Beasley Road - 2.0 miles.*

1) Old Canton Road - located in Northeast Jackson, beginning at Canton Mart Road, between the intersections of Canton Mart Road proceeding northeast along Old Canton Road to the Intersection of County Line Road, approximately 3.4 miles. The general scope of engineering services will include:

- Design of roadway milling of asphalt pavement & placement of asphalt overlay
- Nine (9) intersection improvements for signalization upgrades to traffic lights
- Design of ADA ramps and concrete sidewalk improvements;
- Design of base (and subbase) repairs, driveway modification;
- Design of striping, traffic control, and other incidental items.

2) South Street - Located in the downtown business district of Jackson, the South Street project area is between the intersection of Gallatin Street and South continuing east along South Street to the Intersection of Jefferson Street, approximately 0.8 miles.

The general scope of engineering services will include:

- Design of roadway milling for asphalt pavement & placement of asphalt overlay
- Three (3) intersection improvements for signalization upgrades to traffic lights
- Design of ADA compliant ramps and concrete sidewalk improvements;
- Design of base (and subbase) repairs, driveway modification;
- Design of traffic control, striping, and other incidental items.

3) McDowell Road - Located just south of Interstate 20 (I-20) and beginning east of Interstate 55 North (I-55 N) in the commercial-industrial corridor of downtown south Jackson, the McDowell Road project area is between the intersection of the railroad and McDowell Road proceeding east along McDowell Road to the Gallatin Street tie-in and continuing along Gallatin Street to the beginning of MDOT right-of-way at or near the Pilot Fueling Station on Gallatin Street approximately 1.20 miles. The general scope of engineering services will include:

- Design of roadway milling for asphalt pavement & placement of asphalt overlay
- Design of base (and subbase) repairs, driveway modification, drainage upgrades;
- Design of traffic control, striping, and other incidental items.

4) NW Industrial Parkway - Located in Northwest Jackson, the NW Industrial Parkway project site is between the intersection of County Line Road and NW Industrial Road proceeding along NW Industrial Parkway south to the intersection of Beasley Road and NW Industrial Parkway, approximately 1.9 miles. The general scope of engineering services will include:

- Design of roadway milling for asphalt pavement & placement of asphalt overlay
- Design of base (and subbase) repairs, driveway modification;
- Design of traffic control, striping, and other incidental items.

5) Beasley Road - Located in North Jackson Area, the Beasley Road project area is between the intersection of NW Industrial Parkway and Beasley Road proceeding east along Beasley Road to the Intersection of Watkins Drive and Beasley Road approximately 2.0 miles. The general scope of engineering services will include:

- Design of roadway milling for asphalt pavement & placement of asphalt overlay
- Design of base (and subbase) repairs, driveway modification;
- Design of traffic control, striping, and other incidental items.

GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

These services and project activities include project engagement and coordination with Public Works to initiate the Project and to provide engineering services and project management for an overall project schedule estimated to last twenty (20) months for engineering and construction, to complete the Project.

PHASE 1 – BASIC SERVICES – CONCEPTUAL DESIGN PHASE [1.1], PRELIMINARY ENGINEERING DESIGN PHASE [1.2] AND FINAL CONSTRUCTION DOCUMENTS [1.3].

This basic scope of professional engineering services will provide for three levels of basic services including Conceptual Design Phase, Preliminary Design Phase and Final Design Phase.

General scope of services for this phase will include project kick-off meeting with the City; review of the project documents; field reconnaissance, surveying and layout. Completion of the Phase 1 Milestones will provide for 30%, 60% and 100% development of plans and specifications and development of preliminary project budgets and opinion of probable costs. These services will also include review and discussion of all engineering project documents with the City and the PM (if applicable) including suggested comments and revisions to plans and specifications.

PHASE 2 – PROJECT ADVERTISEMENT, BID LETTING AND AWARD

For this phase of the services, plans, specifications and bid packages will then be submitted to the

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

CIVILTECH, INC.

FOR

CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS

*Project Sites include: 1)Old Canton Road-3.4 miles;
2)South Street-0.8 miles;
3)Gallatin Street-1.2 miles;
4)NW Industrial Parkway-1.9 miles, and;
5)Beasley Road-2.0 miles.*

(City Project Number: _____)

THIS AGREEMENT is made on the _____ day of _____, 2023 by and between the **CITY OF JACKSON, MISSISSIPPI**, (hereinafter called the "OWNER"), and **CIVILTECH, Inc.**, having its principal place of business at 5420 Executive Place, Jackson, Mississippi and mailing address of P.O. Box 12852, Jackson, Mississippi 39236-2852 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for design engineering, construction engineering and inspection services for construction of City of Jackson 2023 Street Resurfacing Projects; and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibits A, B, C, D, E and F for the consideration and upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1 - CONTRACT SERVICES

The work to be performed under this Agreement consists of providing professional engineering services for the design of street resurfacing improvements and related facilities as described herein. The following Exhibits are attached hereto and are made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Pages A-1 through A-3).
- (2) Exhibit B: "Scope of Engineering Services" (Pages B-1 through B-3).
- (3) Exhibit C: "Compensation for Professional Services"(Pages C-1 through C-3).
- (4) Exhibit D: "Schedule of Work" (Pages D-1 thru D-3)
- (5) Exhibit E: "Cost Summary" (Page E-1)
- (6) Exhibit F: "Construction Engineering Services" (Page F-1)

SECTION 2 -BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering services for the CITY OF JACKSON 2023 STREET RESURFACING PROJECTS. These services shall include customary civil engineering and other services required for the detailed design of the improvements.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide services in accordance with the Scope of work described in Exhibits A & B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 -ADDITIONAL SERVICES BY ENGINEER

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, any additional services, which are not listed in Exhibits A & B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C.

SECTION 4 -SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to the following services:

- A. Provide criteria and information as to the design requirements for the work to be performed under this Agreement including designed objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations and the design drawings and specifications, copies of design and construction standards which the OWNER will require to be included in.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER'S services, the results of laboratory tests, inspections, exploratory studies or other special data not covered in Exhibits A & B.
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time, so as not to delay the services of the ENGINEER included under this Agreement.
- F. Designate in writing a person to act as representative with respect to the services to be rendered under this Agreement.
- G. Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise

becomes aware of developments that affect the scope or timing of the ENGINEER'S services.

SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of each authorization of work as outlined in the Exhibit D, Schedule of Work.
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work authorization completion times are changed from those listed in the Exhibits through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER, will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. ENGINEER shall provide copies of such policies before commencement of work.
- D. Engineer will, at its expense, also carry professional liability insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. **Methods of Payment for and Expenses of ENGINEER.**
The OWNER shall pay the ENGINEER on a monthly basis for services rendered under this Agreement in accordance with Exhibit C, Compensation for Professional Services.
- B. **Notice to Proceed.** The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed for each authorization of work, pursuant to this agreement. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.

- C. Suspension of Services. If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon ten (10) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER.
- D. Termination. In the event the the ENGINEER commits a material breach of the terms and conditions of an associated project under this agreement, the OWNER may declare such material breach a default in the performance of the subject project. In the event of a default, the OWNER shall provide written notification thereof to the ENGINEER, with thirty (30)days to cure such default. In the event the ENGINEER shall fail to cure the default, the OWNER may terminate the ENGINEER's services for the subject project.

SECTION 8 - PERSONNEL AND FACILITIES

- A. The ENGINEER warrants that it now has or will secure at its own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of the OWNER. All personnel assigned to work shall be fully qualified. If required, the ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.
- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER is encouraged by the OWNER to utilize qualified Minority Business Enterprise (MBE) companies or persons, if available, for subcontract work. The OWNER shall consider the quality and quantity of those recruiting efforts when considering the approval of any submitted subcontractor. The ENGINEER shall document and provide to the OWNER the methods and results of MBE recruiting efforts.

SECTION 9 - AUTHORIZED REPRESENTATIVE OF THE ENGINEER

Elmore Moody, P.E., is the authorized to receive direction for the OWNER and to act on behalf of the ENGINEER for this Project.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system, which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts within three (3) years from the date such services were performed or paid, which relate to services, provided under this Agreement.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement includes all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of work or otherwise by formal written amendment duly executed by both parties. The parties accept that the OWNER may execute any amendment only upon official authorization first duly obtained from its governing authority.

SECTION 12 - FEDERAL FUNDS

In the event any federal funding may be available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COSTS AND OPINIONS OF COSTS

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional engineer. Opinions of construction costs do not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction costs prepared by ENGINEER.

SECTION 14 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

CITY OF JACKSON, MISSISSIPPI:

CIVILTECH, INC:

By: _____
Chokwe A. Lumumba, Mayor

By: 
Elmore Moody, P.E., President

Attest: _____
City Clerk

Attest: 
Tony M. Lewis, Vice President

City with a recommendation to advertise for bids. The Engineer will coordinate a Pre-Bid meeting for the project, and will assist in the bidding process by responding to questions from bidders, preparation of addenda as necessary and recommending the lowest and best bid after receipt of bid proposals.

EXHIBIT B
**DETAILED SCOPE OF CONCEPTUAL DESIGN PHASE SERVICES, PRELIMINARY ENGINEERING,
AND FINAL CONSTRUCTION DOCUMENTS**

After receiving an executed copy of the agreement and a notice to proceed, the **ENGINEER** will commence the following services:

1.0 BASIC SERVICES

1.1 Conceptual Design and Environmental Documents

- 1.1.1 Topographic survey, limited.
- 1.1.2 Prepare conceptual plans including preliminary cost estimates.
- 1.1.3 Determine right-of-way impacts, and construction limits.
- 1.1.4 Update conceptual plans.
- 1.1.5 Submit conceptual design.

1.2 Preliminary Engineering and Right-of-Way (ROW)

Preliminary Engineering (and possible ROW) services will include:

- 1.2.1 Consult with the **OWNER** to clarify and define the **OWNER'S** requirements for the Project.
- 1.2.2 Assemble and review available data which may be pertinent to the Project.
- 1.2.3 Make additional surveys needed for design of the Project.
- 1.2.4 Perform limited subsurface explorations and geotechnical analysis to determine existing pavement subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.2.5 Prepare preliminary plan-profile sheets, plating pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to base maps.
- 1.2.6 Develop criteria for rights-of-way, construction easements and permanent easements (if necessary). Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.2.7 Locate telephone, electric power, gas, water, sewer and other utility lines, including their component structures, from record drawings and field surveys. Identify the owner of each utility.
- 1.2.8 Perform detailed design and prepare construction drawings. Prepare report covering pavement design, milling and overlay needs, traffic signal improvements, traffic control, and other project requirements and submit to **OWNER**.

- 1.2.9 Prepare recap of quantities and preliminary opinion of construction costs.
- 1.2.10 Submit preliminary plans to the **OWNER** for review and comments.
- 1.2.11 Modify plan sheets as necessary to reflect **OWNER'S** comments.
- 1.2.12 Participate in a plan-in-hand inspection with representatives of the **OWNER**, at the project site.

1.3 Final Contract Plans

After receiving written authorization to proceed with the Final Contract Plans, the **ENGINEER** will provide the following services:

- 1.3.1 On the basis of the approved preliminary design documents, prepare final construction drawings, specifications and contract documents for approval by the **OWNER**.
- 1.3.2 Modify preliminary design documents as necessary to reflect comments from field review and participate in an office review with representatives of the **OWNER**.
- 1.3.3 Contact the utility companies (if, needed) whose facilities or rights-of-way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
- 1.3.4 Prepare a project notebook (if needed) containing copies of design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence, and other memoranda. The notebook shall be indexed.
- 1.3.5 Prepare final maintenance of traffic and property access plan for inclusion into the construction plans and contract documents.
- 1.3.6 Revise the preliminary opinion of probable construction costs.
- 1.3.7 Submit Final Plans, Specs and Estimate package to the **OWNER** and for review and comments.
- 1.3.8 Participate in an office review of the PS&E package with representatives of the **OWNER**.
- 1.3.9 Modify the PS&E package as necessary to reflect the comments of the **OWNER**.
- 1.3.10 Prepare the final changes to the PS&E package.
- 1.3.11 Submit the final PS&E contract documents to the **OWNER** for project authorization.
- 1.3.12 Supply **OWNER** with electronic copy of drawings in PDF Format on DVD and specifications in PDF format as directed by the **OWNER**.

2.0 ADVERTISING AND BIDDING

- 2.1 Once authorization has been received, the **ENGINEER** will prepare and issue Contract Documents to prospective bidders and keep a record of their issuance.
- 2.2 Prepare and issue addenda (where required and after approval by the **OWNER**) to each known procurer of the contract documents.
- 2.3 Provide non-binding type information on the general scope, unusual conditions and desired sequence of the construction as requested by procurers of contract documents.

- 2.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 2.5 Attend the opening and reading of bids. Verify extensions and totals. Review the bids and make recommendations to the **OWNER** regarding the award of the contract.
- 2.6 Assist the **OWNER** in the preparation of the documents necessary to complete the award.

3.0 REPORTING

- 3.1 The **ENGINEER** shall submit a progress report by a date specified by the **OWNER** for each month of the Project. The progress report shall include, but not be limited to, a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the **ENGINEER'S** invoice for services. The **OWNER** shall establish the format for the progress report.

EXHIBIT C
COMPENSATION FOR PROFESSIONAL SERVICES

CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS
CITY PROJECT NO. _____

SECTION 1 BASIS OF COMPENSATION

- 1.1 Compensation as provided within shall be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of work for these services is specified in Exhibits A and B. All services not specified in Exhibits A and B shall be considered as Additional Services. The following conditions shall apply to services performed under this agreement:
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibits A and B of this agreement, the OWNER shall compensate the ENGINEER for all allowable and allocable costs as outlined in these Exhibits. These costs incurred in this performance of this Contract shall not exceed the Target Cost Ceiling of \$1,635,000.00 without formally amending this Agreement prior to the incurrence of additional costs. The Engineer's estimated costs are presented in the Cost Summary included in Exhibit E.
- 1.4 It is anticipated that the total allowable, allocable and eligible costs to the OWNER for the services to be provided by the ENGINEER, shall not exceed the Target Cost Ceiling as set forth in Paragraph 1.3 above, and the ENGINEER agrees to commit his best efforts to perform the specified services and all obligations under this Agreement within such Target Cost Ceiling.
- 1.5 Times of Payments
 - 1.5.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon percent completion of the Project.
 - 1.5.2 The Target Ceiling Cost is set forth in Paragraph 1.3 above. Final payment shall include all remaining eligible costs up to the Target Ceiling Cost.

1.5.3 The OWNER shall make payments within 45 days after receipt and approval of the Engineer's invoices.

SECTION 2 - CHANGES

2.1 The ENGINEER and OWNER acknowledge that the Target Cost Ceiling limit contained in Paragraph 1.3 above has been negotiated and established predicted upon the projected completion dates (Exhibit D) and the total amount of services and costs estimated and contained in the Engineer's Cost Summary included in Exhibit E. For Additional Services, or if scopes of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes and an increase in the ENGINEERS'S costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

3.1 For Additional Services as authorized in writing by the OWNER, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the Engineer's costs. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised Target Cost Ceiling to be paid to the ENGINEER for the services to be provided under this Agreement.

EXHIBIT D

City of Jackson 2023 Arterial Street Resurfacing Projects

Project Schedules

1-Old Canton Road Street Resurfacing Project:

Survey and Conceptual Design Phase	90 Days
Preliminary Design Phase	90 Days
Final Design Phase	60 Days
Bidding Phase	60 Days
Construction Phase	<u>240 -300 Days</u>
Total Engineering & Construction Schedule	540 - 600 Days

2-South St. Street Resurfacing Project:

Survey and Conceptual Design Phase	60 Days
Preliminary Plans	45 Days
Final Design Plans	45 Days
Bidding Phase	60 Days
Construction Phase	<u>120 Days</u>
Total Engineering and Construction Schedule	330 Days

3-McDowell Road Street Resurfacing Project:

Survey and Conceptual Design Phase	60 Days
Preliminary Design Phase	45 Days
Final Design Phase	30 Days
Bidding Phase	60 Days
Construction Phase	<u>90 Days</u>
Total Engineering & Construction Schedule	285 Days

4-NW Industrial Parkway Street Resurfacing Project:

Survey and Conceptual Design Phase	30 Days
Preliminary Design Phase	30 Days
Final Design Phase	30 Days
Bidding Phase	60 Days
Construction Phase	<u>90 Days</u>
Total Engineering & Construction Schedule	240 Days

5-Beasley Road Street Resurfacing Project:

Survey and Conceptual Design Phase	30 Days
Preliminary Design Phase	30 Days
Final Design Phase	30 Days

Bidding Phase	60 Days
Construction Phase	90 Days
Total Engineering & Construction Schedule	240 Days

Project Schedule:

Project schedule reflects concurrent task/activities for each street resurfacing project based on conceptual design, development of preliminary and final construction plans and a tentative construction schedule.

EXHIBIT E
COST SUMMARY

City of Jackson - 2023 Arterial Street Resurfacing Projects

City Project No. _____

Scope of Work:

Work consists of surveying, preliminary engineering, asphalt pavement design, traffic signal design, sidewalk design, traffic control design, and final construction plans for street resurfacing of the existing streets in the City of Jackson including Old Canton Road Street Resurfacing Project (1), South St. Street Resurfacing Project (2), McDowell Road Street Resurfacing Project (3), NW Industrial Parkway Street Resurfacing Project (4), and Beasley Road Street Resurfacing Project (5). Engineering Services Fee (not to exceed Target Ceiling Cost) for the Project are:

Site:	Project Name:	Engineering Fee:
1	Old Canton Road Street Resurfacing Project	\$1,000,000.00
2	South St. Street Resurfacing Project	\$325,000.00
3	McDowell Road Street Resurfacing Project	\$140,000.00
4	NW Industrial Parkway Street Resurfacing Project	\$80,000.00
5	Beasley Road Street Resurfacing Project	\$90,000.00
	Total Fee:	\$1,635,000.00

EXHIBIT F

CONSTRUCTION ENGINEERING SERVICES

A separate construction engineering services agreement will be submitted at a later date.

ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223)

OFFICE OF THE CITY ATTORNEY
7/13/23
11:32 AM

WHEREAS, the Department of Public Works issued an advertisement for bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers, and

WHEREAS, on May 2, 2023, the Department of Administration received three (3) bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works will distribute these materials to other divisions for various repair projects within the City of Jackson; and

WHEREAS, Amerimac Chemical Co., with its principal office located at 750 Boling Street, Jackson, MS 39209, submitted the lowest bid in the amount of \$19.00 per ton for clay gravel by truck and \$30.00 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, submitted a bid in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, submitted a bid in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works reviewed said bids and recommends to the governing authorities for the City of Jackson to accept the term bid of Amerimac Chemical Co., with its principal office at 750 Boling St., Jackson, Mississippi 39209 as the lowest and best bid received for the following items:

Clay Gravel

Item 1. Clay Gravel by truck- \$19.00 per ton

Washed Gravel

Item 2. Washed Gravel by truck- \$30.00 per ton

(Delivered by truck to Maintenance Supply)

WHEREAS, the Maintenance Supply Division of the Department of Public Works recommends to the governing authorities that the bids submitted by the two other vendors be accepted as alternative bids, in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received on May 2, 2023 from Amerimac Chemical Co. to supply clay and washed gravel for twenty-four-months to the Department of Public Works, Maintenance Supply Division beginning on date of this Order

Agenda Item #
July 18, 2023
(R. Lee, Lumumba)

through May 31, 2025 in the amount of \$30.00 per ton for washed gravel by truck and \$19.00 per ton for clay gravel to Maintenance Supply is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the bid received from Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

IT IS FURTHER ORDERED that the bid received from Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 12, 2023

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	24 month supply of clay and washed gravel																																													
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 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 																																													
3.	Who will be affected	Public Works Maintenance, Parks & Recreation Maintenance																																													
4.	Benefits	Materials for maintenance work																																													
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪ <input type="checkbox"/> 	Department of Public Works, Maintenance Supply Division																																													
8.	COST	See bid tab sheet																																													
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"/> 	General Fund, Maintenance Supply																																													
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	___																																							

Department of Public Works
Public Works Administration



200 South President Street
Suite 523
Jackson, MS 39201

Chokwe Antar Lumumba
Mayor

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Director & City Engineer
Date: June 21, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting bids for a 24 month of clay and washed gravel.

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.

Memorandum

To: Michael Davis, Serving EBO Associate Planner
Vic Sexton, Office of Economic Development & Planning

From: Purchasing Division

Thru: Frederick Gates, Maintenance Supply
Department of Public Works

CC: Louis P. Wright, Chief Administrative Officer

Date: May 8, 2023

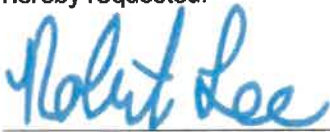
Re: Bid Number: 75077-050223

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bid was received on May 2, 2023, as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Amerimac Chemical			X	
Green Dream International LLC			X	
Four Seasons Enterprise, LLC				X

The funds deposit to Account: General Funds

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.



June 21, 2023

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.

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 ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

7/13/23
DATE

OFFICE OF THE CITY ATTORNEY
7/13/23

TABULATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF CLAY GRAVEL AND WASH GRAVEL W/PRIMARY & ALTERNATIVE

TERM: June 01, 2023 through May 31, 2025
BID NO. 75078-050223
ADVERTISED: April 13th & 20th, 2023
OPENED: May 2, 2023

**MAINTENANCE SUPPLY DIVISION
DEPARTMENT OF PUBLIC WORKS**

ACCOUNT: GENERAL FUND

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON</u>	<u>PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON</u>	<u>PER TON</u>	<u>PER TON</u>
		Amerimac Chemical Attn: Roland H. Powell 750 Boiling St. Jackson, MS 39209 750 Boiling St. Jackson, MS 39209 (601) 918-8321 Rpowell40@aol.com	Green Dream International LLC Attn: Varand Vartanian 32 W. 8th St. Suite no 607 Erie, PA 16501 32 W. 8th St. Suite no 607 Erie, PA 16501 (914) 840-1880 info@edticompany.com	Four Seasons Enterprises, LLC Attn: Robert Love 5822 Canton Park Dr. Jackson, MS 39211 5822 Canton Park Dr. Jackson, MS 39211 (601) 331-2828 Rlove_mhsm@aol.com	
		PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON	PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON	PRIMARY SUPPLIER/& ALTERNATIVE SUPPLIER COST PER TON PER TON PER TON	PER TON
1.	Clay Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.)	\$19.00 Per Ton	\$26.07 Per Ton	\$35.00 Per Ton	
2.	Wash Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.)	\$30.00 Per Ton	\$35.75 Per Ton	\$42.50 Per Ton	
	Delivery:		2 days		10 days

	Bid Valid for:	60 days	60 days	30 days
	EBO Plan Application:	Included	Included	

MO/tn 75078

#20

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE

OFFICE OF THE CITY ATTORNEY
7/18/23
[Signature]

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality's Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000 for October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to execute any and all documents necessary to administer a grant for \$75,000 with the Mississippi Department of Environmental Quality, whose grant application date is October 1, 2023, to fund the Environmental Service Center, a permanent household hazardous waste collection site.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 11, 2023

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE. (ALL WARDS)																														
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																														
3.	Who will be affected	Citizens in the tri-counties (Hinds, Madison, and Rankin)																														
4.	Benefits	The grant will fund the Environmental Service Center for hazardous waste recycling for the tri-county area.																														
5.	Schedule (beginning date)	N/A																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	The Tri-Counties (Hinds, Madison, and Rankin)																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Public Works Department/ Solid Waste Division																														
8.	COST	An amount not to exceed \$75,000.00 annually																														
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"/> 	Grant Funding from the Mississippi Department of Environmental Quality 009-506.30.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</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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NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											



**City of Jackson
Department of Public Works**

To: Mayor Chokwe A. Lumumba

From: Robert Lee, Public Works Director

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE (ALL WARDS)

Item #:

Council Meeting: Regular Council Meeting, July 18, 2023

Consultant/Contractor: N/A

EBO: N/A

Purpose: To provide funding for collection of hazardous waste at the Environmental Service Center

Cost: N/A

Project/Contract Type: Grant

Funding Source: Mississippi Department of Environmental Quality (MDEQ)

Schedule/Time:

DPW Manager: Lakesha Weathers

Background: Attached for your consideration is an agenda item authorizing the execution of any and all documents necessary to administer a grant from the Mississippi Department of Environmental Quality (MDEQ) in the amount of \$75,000 to fund the operation of the Environmental Service Center. The Solid Waste Division has been receiving this grant for several years and its purpose is to finance the contract associated with the collection and recycling of household hazardous waste. In addition, the ESC services residents in the tri-county area and prevents illegal dumping and the contamination of natural resources.

Talking Points:

- This facility offers proper waste disposal for more than 400,000 residents in the tri-county area (Hinds, Madison, Rankin)
- The Environmental Service Center is a permanent drop off site for hazardous waste and household recycling.

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 ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel _____

7/13/23
DATE

OFFICE OF THE CITY ATTORNEY
7/13/2023

21

OFFICE OF THE CITY ATTORNEY
7/13/2023

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of 1 January of 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022 and the contractors surety, Granite Re, Inc., has become involved, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 4, which will provide additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No.4 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 and will increase the contract total to an amount not to exceed \$252,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to September 30, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.4 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$252,865.00, to be completed on or before September 30, 2023.

ITEM #21
DATE: July 18, 2023
BY: R. LEE, OWENS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/11/23

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.					
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	Occupants of Fire Station 20 and community served.					
4.	Benefits	Replacement of an outdated and unfit existing facility					
5.	Schedule (beginning date)	Upon approval by the City					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	3 No Medgar Evers Blvd, City present site of existing Fire Station 20					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division					
8.	COST	Amendment to the professional services agreement with Canizaro Cawthon Davis for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401. Amendment No. 4 in the amount of \$5,000.00 at a not to exceed cost of \$252,865.00, to be completed on or before September 30, 2023.					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824					
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: Chokwe Antar Lumumba

From: Robert Lee

Date: July 11, 2023

Agenda Item: Contract Amendment New Fire Station #20 Building
City Project #: 15B7003.401
Council Meeting: Regular Council Meeting, TBD
Consultant: Canizaro Cawthon Davis
EBO Compliance Details:

Design/Construction Administration

Purpose: Additional Architectural/Engineering Services New Fire Station #20
Cost: Total Contract \$252,865.00
This Amendment \$5,000.00
Project/Contract Type: Construction Administration
Funding Source: Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824
Schedule/Time: to September 30, 2023
DPW Manager: Robert Lee, PE /Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for to amend the Consulting Services Contract to include additional Architectural and Engineering services for the design, production of construction documents and construction administration for the New Fire Station #20 building.

A professional services agreement was authorized with Canizaro Cawthon Davis on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, in an amount not to exceed \$183,182.00, which was executed on December 19, 2016.

Contract Amendment No. 1 for additional consulting architectural and engineering services to modify the completed construction documents to include additional addendum items and for previous additional project revision investigation was authorized January 14, 2020 at a additional cost not to exceed \$39,946.00 with a completion date of January 1, 2022.



**City of Jackson
Department of Public Works**

The construction contract has been executed with Castle Black., Inc in the amount of \$3,080,000.00 establishing the consulting fee value, with a scheduled construction completion date of October 24, 2022

Contract Amendment No.2 was authorized on April 12, 2021 to provide additional architectural and engineering services for the construction project with a contract addition of \$14,937.00, and to modify the contract completion date to January 1, 2023

Contract Amendment No.3 was authorized on February 28, 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$9,800.00, and to modify the contract completion date to June 30, 2023

The contractor continues to delay completion and his Surety Granite Re, Inc. has since become involved to complete the project.

Contract Amendment No.4 is to provide for additional architectural and engineering services and allowances totaling \$5,000. to complete the project since the building contractor continues exceed his contracted Substantial Completion date of October 24, 2022 for the new Fire Station 20 building, the amended contracted amount not to exceed \$252,865.00.

Also, to modify the completion date of the agreement from June 30,2023, to September 30, 2023

Funding for this amendment is provided by Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824

It is the recommendation of this office that the additional architectural and engineering consulting services contract shall be approved.

Original Authorized Contract Amount of \$183,182.00

Amendment No.1 Total contract value \$223,128.00 (addition of \$39,946.00)

Amendment No.2 Total contract value \$238,065.00 (addition of \$14,937.00)

Amendment No.3 Total contract value \$247,865.00 (addition of \$9,800.00)

Amendment No.4 Total contract value \$252,865.00 (addition of \$5,000.00)

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 AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS. A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401 is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel *TSW*

TSW
7/13/23
DATE

 **AIA® Document G802® – 2017**

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fire Station #20
Jackson, Mississippi
CCD Project No. 16004
City of Jackson Project No.
15B7003.401

AGREEMENT INFORMATION:
Date: August 1, 2016

AMENDMENT INFORMATION:
Amendment Number: 004
Date: May 11, 2023

OWNER: *(name and address)*
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

ARCHITECT: *(name and address)*
CANIZARO CAWTHON DAVIS
129 S. President Street
Jackson, MS 39201-3605

The Owner and Architect amend the Agreement as follows:

Continue with contracted Basic Services and Additional Services.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AIA Document B101 - 2007 Exhibit A. Add the following paragraph:

A.1.3.2 Add \$5,000.00 to the Contract Amount for Additional Services from July 1, 2023 through September 30, 2023 as per the hourly rates established in "Exhibit E" of the Professional Services Agreement.

Schedule Adjustment:

AIA Document B101 2007: Modify Paragraph 4.3.4 of the Agreement as follows:

4.3.4 If the services covered by this Agreement have not been completed by September 30, 2023, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

SIGNATURES:

CANIZARO CAWTHON DAVIS
ARCHITECT *(Firm name)*

City of Jackson
OWNER *(Firm name)*



SIGNATURE

SIGNATURE

T. Steven Davis, AIA, President
PRINTED NAME AND TITLE

Chokwe A. Lumumba, Mayor
PRINTED NAME AND TITLE

March 3, 2023

DATE

DATE

22

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80.

OFFICE OF THE CITY ATTORNEY
7/18/23
A.C.M.

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

Agenda Item # 22
July 18, 2023
(C. Martin, 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

7/16/23
OFFICE OF THE CITY ATTORNEY
S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney S.M.

7/16/23

Date

DRAFT



VIA CERTIFIED MAIL: (Insert tracking no.)

David Watkins, Manager
c/o the Metrocenter Mall
300 West Capitol Street
Suite 200
Jackson, MS 39203

**Re: Notice of Intent to Terminate the Lease Agreement Between
the City of Jackson, Mississippi (the "City") and Retro Metro, LLC**

Dear Mr. Watkins,

This letter will constitute notice of the City's intention to vacate 3645 Highway 80 West, Jackson, Mississippi 39209, no later than August 31, 2023. The City is terminating its lease with Retro Metro, LLC because the facility and the parking lot need repairs. The facility lacks essential air conditioning and many other revolving doors of issues that have gone unattended for some time. I have attached photos of the condition of the facility for your reference.

Furthermore, on July 18, 2023, the governing authorities for the City of Jackson approved an order to terminate the lease agreement between the parties. The City of Jackson is terminating the lease agreement based on the legal principle that governing authorities may not bind a successor board to a contract beyond the terms of office of the current governing authorities. Such a contract is voidable at the option of the governing authorities for the City of Jackson. A copy of the Order is attached for your convenience.

The City of Jackson appreciates your understanding.

Sincerely,

Sondra O. Moncure
Deputy City Attorney

Enclosure(s)

DRAFT

Cc: Socrates L. Garrett
2659 Livingston Road
Jackson, MS 39213

DRAFT





DRAFT



DRAFT





DRAFT





DRAFT



DRAFT



DRAFT



DRAFT



DRAFT



DRAFT



DRAFT





DRAFT



DRAFT



DRAFT



23

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, Integrated Pest Control Maintenance Commercial will provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, with the migration of gnats, spiders and mosquitoes during the hot summer months, the Office of the City Attorney and Office of the City Prosecutor have a need for pest control services; and

WHEREAS, the Office of the City Attorney and the Office of the City Prosecutor desire to enter into an agreement with Integrated Pest Control to provide pest control services for a period of twenty-four months at a cost not to exceed \$8,000.00; and

WHEREAS, Integrated Pest Control Maintenance will provide pest control services to two (2) facilities, July 1, 2023 through July 1, 2025; and

FACILITY	LOCATION	ACCOUNT	AMOUNT
Office of the City Attorney	455 East Capitol Street	001-407.00-6419	\$135.00 Bi-monthly
Office of the City Prosecutor	327 East Pascagoula Street	001-407.20-6419	\$75.00 Bi-monthly

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement between the City of Jackson, Mississippi and Integrated Pest Control to provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor every other month for a period of twenty-four months at a cost not to exceed \$8,000.00.

Agenda Item # 23
July 18, 2023
(Martin, Lumumba)

**APPROVED FOR AGENDA:
Budgeted Yes x No**

Acct# 001-407.00-641 and 001-407.20-6419

MEMORANDUM

Office of the City Attorney
(601) 960-1799



TO: Chokwe Lumumba, Mayor
FROM: Catoria P. Martin, City Attorney
DATE: July 12, 2023
RE: Order authorizing an agreement with Integrated Pest Control for pest control services.

Integrated Pest Control will provide standard pest control services to the Office of the City Attorney and Office of the City Prosecutor. Anticipated migration of gnats, spiders and mosquitoes during the hot upcoming months, the Office of the City Attorney is requesting the upkeep of the necessary treatment by ensuring maximum protection and minimum exposure.

The services will be provided Bi-monthly for a period of twelve months at a cost not to exceed \$8,000.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 21 2022

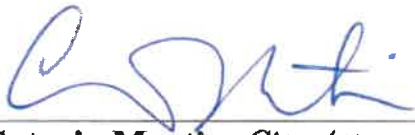
	POINTS	COMMENTS																								
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERICAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.																								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure Transportation 7. Quality of Life	N/A																								
3.	Who will be affected	City of Jackson																								
4.	Benefits																									
5.	Schedule (beginning date)	Upon Council approval																								
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable																									
7.	Action implemented by: City Department Consultant _____	Office of the City Attorney and Office of the City Prosecutor																								
8.	COST	Office of the City Attorney \$135.00 Bi-monthly Office of the City Prosecutor \$75.00 Bi-monthly																								
9.	Source of Funding General fund <input checked="" type="checkbox"/> IRI Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	001-407.00-6419 and 001-407.20-6419																								
10.	E. B.O. Participation	<table border="1"> <tr> <td>ABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
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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 AGREEMENT INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PE, CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

7/13/25
Date

OFFICE OF THE CITY ATTORNEY

24

ORDER AUTHORIZING THE MAYOR TO AMEND THE THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
JUL 30 2023

WHEREAS, the Office of the City Attorney is presently receiving Westlaw legal research services pursuant to an agreement with Thomson Reuters, which will expire on January 1, 2025; and

WHEREAS, a completion date was inadvertently keyed in with the wrong expiration date of January 27, 2022; and

WHEREAS, said agreement was executed on December 9, 2021 to continue the services at a rate of \$2,054.40 per month for the first year, \$2,116.03 per month for the second year, and \$2,179.51 per month for the third year; and

WHEREAS, it is necessary for the Office of the City Attorney to research federal case law in Mississippi, Fifth Circuit case law, United States Supreme Court case law, as well as federal and state case law from other jurisdictions; and

IT IS, THEREFORE, ORDERED that the Mayor amend the 36-month agreement with Thomson Reuters (Westlaw) with an expiration date to expire on January 1, 2025 to provide legal research services to be used by the Office of the City Attorney, at the rate of \$2,054.40 per month for the first year, a rate of \$2,116.03 per month for the second year and a rate of \$2,179.51 per month for the third year.

Item No. # 24
Date: July 30, 2023
By: (C. Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 7/12/23

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO AMEND THE THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY																																													
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	City of Jackson																																													
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5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable																																														
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of the City Attorney																																													
8.	COST																																														
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund																																													
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>X</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>X</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>X</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>X</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>X</td> </tr> </table>	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
ABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
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Office of the City Attorney

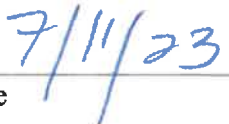
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO AMEND THE THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *City Attorney*



Date

25

ORDER AUTHORIZING THE MAYOR TO TERMINATE/CANCEL THE LEGAL SERVICES WITH CARROLL WARREN & PARKER, PLLC IN REPRESENTING THE CITY OF JACKSON IN ANNEXATION MATTERS (ALL WARDS)

OFFICE OF THE CLERK
A-CM 7/18/23

WHEREAS, on October 1, 2019 the governing authorities of the City of Jackson, Mississippi (City) extended and executed an Agreement with Carroll Warren Parker to include legal fees for services in certain annexation matters; and

WHEREAS, on August 4, 2020, the governing authorities of the City of Jackson, Mississippi (“City”) executed an agreement with Carroll Warren & Parker, to expand their representation of the City to include legal fees for services in certain annexation matters; and

WHEREAS, the City of Jackson sought representation involving annexation, specifically in the lawsuit styled City of Byram, Mississippi v. City of Jackson, Mississippi, et al., Cause No. 2020-cv00745 G/2, City of Flowood vs. City of Jackson, Mississippi, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01395; the City of Pearl, Mississippi vs. City of Jackson, Mississippi, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01714; and City of Pearl, Mississippi, City of Flowood, Mississippi, and Rankin County, Mississippi vs. City of Jackson, Mississippi, First Judicial District of Hinds County Circuit Court, Cause No. 19cv-00570; and

WHEREAS, Carroll Warren & Parker, PLLC, currently represents the City of Jackson in all annexation matters; and

WHEREAS, the Hinds County Circuit trial court found that “Section 5 clearly states that a prerequisite to a municipality extending its corporate limits into another county, is obtaining consent and approval from the county’s board of supervisors.” For this reason, the trial court found that “the action by the council members of The City of Jackson on August 6, 2019, attempting to incorporate property which is located in Rankin County, Mississippi was beyond their authority.

WHEREAS, after rendering the lower Court’s decision, the City of Jackson appealed to the Supreme Court; and

WHEREAS, the Supreme Court issued a Mandate regarding the annexation litigation matters incorporating properties constituting an airport or air navigational facility in Ranking County. Because the ordinance is void, the judgment of the Hinds County Circuit Court is affirmed; and

WHEREAS, it is recommended that the current agreement with Carroll Warren & Parker, PLLC be terminated/canceled for any future representation of the City of Jackson effective as of this Order dated July 18, 2023; and

Agenda Item # 25
July 18, 2023
C. Martin, Lumumba

IT IS, THEREFORE, ORDERED, that the current agreement with Carroll Warren & Parker, PLLC be terminated/canceled for any future representation of the City of Jackson effective as of this Order dated July 18, 2023.

MARTIN, LUMUMBA

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
7/12/23

455 East Capitol Street
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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE/CANCEL THE LEGAL SERVICES WITH CARROLL WARREN & PARKER, PLLC IN REPRESENTING THE CITY OF JACKSON IN ANNEXATION MATTERS (ALL WARDS)**, is legally sufficient for placement in NOVUS Agenda.

C.M. / J.M.

Catoria P. Martin
City Attorney

7/11/23

DATE

26

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.

27

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. 27
July 18, 2023
(Jackson City Council)

