



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
December 5, 2023
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR DR. TONY MCBRIDE OF GREATER MOUNT OLIVE BAPTIST CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING 723 ROSE STREET TO THE INTERSECTION OF ROSE STREET AND LYNCH STREET TO ALPHA DELTA ZETA CHAPTER, ZETA PHI BETA SORORITY, INC. STREET. (STOKES)**

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 NOVEMBER 7, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
5. **APPROVAL OF THE NOVEMBER 20, 2023 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

6. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF MARKETING COORDINATOR. (MARTIN, LUMUMBA)**

REGULAR AGENDA

7. CLAIMS (MALEMBEKA, LUMUMBA)
8. PAYROLL (MALEMBEKA, LUMUMBA)
9. ORDER RATIFYING PAYMENT IN THE AMOUNT OF THREE HUNDRED AND FIFTY DOLLARS (\$350.00) TO THE MS ASSOCIATION OF GOVERNMENT PURCHASING/PROPERTY AGENTS FOR THE COST OF ATTENDANCE OF THE PURCHASING MANAGER AND A BUYER TO ATTEND THE 2023 MAGPPA ANNUAL CONFERENCE AND VENDOR EXPO. (MALEMBEKA, LUMUMBA)
10. ORDER REAPPOINTING SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)
11. ORDER APPOINTING EMILY POTE TO THE PLANNING BOARD OF THE CITY OF JACKSON. (LUMUMBA)
12. ORDER APPOINTING VICK HUDSON TO THE PLANNING BOARD OF THE CITY OF JACKSON. (LUMUMBA)
13. ORDER APPOINTING SIDNEY H. GLADNEY TO THE PLANNING BOARD OF THE CITY OF JACKSON. (LUMUMBA)
14. ORDER APPOINTING BERTHA THAMES TO THE PLANNING BOARD OF THE CITY OF JACKSON. (LUMUMBA)
15. ORDER APPOINTING CHRIS MYERS TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON. (LUMUMBA)
16. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 107F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS). (OWENS, LUMUMBA)
17. ORDER REQUESTING APPROVAL TO RECEIVE FUTURE PROFESSIONAL SERVICES FROM AND MAKE PAYMENTS TO OPEN DOORS GARAGE DOOR SERVICES LLC RELATED TO THE REPAIR, MAINTENANCE, AND SERVICING OF PARKS AND RECREATION FACILITIES' DOORS AND GARAGE DOORS. (HUTTON, LUMUMBA)
18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR HOME FUNDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND HABITAT FOR HUMANITY MISSISSIPPI CAPITAL AREA. (DOTSON, LUMUMBA)
19. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CHAIN ELECTRIC COMPANY FOR GENERAL CONSTRUCTION SERVICES INCLUDING MAINTENANCE AND REPAIR FOR THE FARISH STREET LIGHTING PROJECT. (DOTSON, LUMUMBA)
20. ORDER AUTHORIZING PAYMENTS TO K. MARK BRADY AND INSITE VALUATIONS FOR APPRAISAL SERVICE ON A PORTION OF CITY OF JACKSON OWNED LAND PARCEL IN ORDER TO OBTAIN FAIR MARKET LEASE AMOUNT FOR RENEWAL OF EXPIRED LEASE. (DOTSON, LUMUMBA)
21. ORDER RATIFYING PROCUREMENT OF TREE CUTTING AND

REMOVAL SERVICES AT LEAVELL WOODS PARK FROM EVANS TREE SERVICE, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)

22. **ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT LIVINGSTON ROAD. (R.LEE, LUMUMBA)**
23. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE KWANZAA CELEBRATION AND WISHING A HAPPY AND SAFE OBSERVANCE FOR ALL CITIZENS. (STOKES)**
24. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2023. (STOKES)**
25. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2024. (JACKSON CITY COUNCIL)**
26. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 2024 REVEREND DR. MARTIN LUTHER KING, JR. BIRTHDAY CELEBRATION OBSERVANCE. (JACKSON CITY COUNCIL)**

DISCUSSION

27. **DISCUSSION: LITTER CONTROL (LINDSAY)**
28. **DISCUSSION: MEDGAR EVERS BLVD (STOKES)**
29. **DISCUSSION: WATER BILLS (STOKES)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

30. **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Public Hearing

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ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING 723 ROSE STREET TO THE INTERSECTION OF ROSE STREET AND LYNCH STREET TO ALPHA DELTA ZETA CHAPTER, ZETA PHI BETA SORORITY, INC. STREET.

WHEREAS, it is befitting for the City of Jackson to recognize, honor and celebrate individuals and or groups whose lives have had a significant and positive impact in the community; and

WHEREAS, Zeta Phi Beta Sorority, Inc. was founded in 1920 with five women from Howard University; and

WHEREAS, the Sorority was founded to address societal mores, ills, prejudices, poverty, and health concerns; and

WHEREAS, Alpha Delta Zeta Chapter, Zeta Phi Beta Sorority, Inc. in Jackson, MS was founded at 723 Rose Street and 2023 marks the 85th year of its founding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, hereby renames 723 Rose Street to the intersection of Rose Street and Lynch Street to Alpha Delta Zeta Chapter, Zeta Phi Beta Sorority, Inc. Street.

Agenda Item # 2
December 5, 2023
(Stokes)

Consent

Agenda

4

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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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 November 7, 2023, being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Louis Wright, Chief Administrative Officer; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Rev. Barron Banks of Old Town Presbyterian Church**.

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

President Banks requested that Agenda Item No. 9 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING 723 ROSE STREET TO THE INTERSECTION OF
ROSE STREET AND LYNCH STREET TO ALPHA DELTA ZETA CHAPTER,
ZETA PHI BETA SORORITY, INC. STREET.** **President Banks** requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Stokes** who moved, seconded by **Council Member Grizzell**, 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.

Consent Agenda # **4**
December 5, 2023

Absent – None.

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING 723 ROSE STREET TO THE INTERSECTION OF
ROSE STREET AND LYNCH STREET TO ALPHA DELTA ZETA CHAPTER,
ZETA PHI BETA SORORITY, INC. STREET.**

WHEREAS, it is befitting for the City of Jackson to recognize, honor and celebrate individuals and or groups whose lives have had a significant and positive impact in the community; and

WHEREAS, Zeta Phi Beta Sorority, Inc. was founded in 1920 with five women from Howard University; and

WHEREAS, the Sorority was founded to address societal mores, ills, prejudices, poverty, and health concerns; and

WHEREAS, Alpha Delta Zeta Chapter, Zeta Phi Beta Sorority, Inc. in Jackson, MS was founded at 723 Rose Street and 2023 marks the 85th year of its founding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, hereby renames 723 Rose Street to the intersection of Rose Street and Lynch Street to Alpha Delta Zeta Chapter, Zeta Phi Beta Sorority, Inc. Street.

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

President Banks recognized **Judge Eleanor Peterson, Judge Patricia D. Wise, and Dr. Lavern Gentry** who spoke in favor of said Ordinance.

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

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

Nays – None.

Absent – None.

Note: Council Member Stokes left the meeting.

President Banks recognized **Council Member Grizzell** who moved, seconded by **Council Member Lindsay** to amend the agenda to add two (2) items to be considered for a Public Hearing

and to move Agenda Item 35 to Introduction of Ordinances. The motion prevailed by the following vote:

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

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There came on as the Public Hearing: ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD: Hearing no objections, the Clerk read the following:

ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD.

President Banks recognized **Dana Robertson, President of Greater Eastover Association,** who spoke in favor of said item.

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There came on as the Public Hearing: ORDER DENYING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD: Hearing no objections, the Clerk read the following:

ORDER DENYING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD.

There was no opposition from the public.

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Note: Council Member Stokes returned to the meeting.

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President Banks requested that Agenda Item No. 41 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOKROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWVROOK ROAD.

WHEREAS, The Greater Eastover Neighborhood Foundation, Inc. hereinafter referred to as "Petitioners", petitioned the City of Jackson, Mississippi to construct a public access gate on Meadowbrook Road, just east of East Ridge Drive intersection at 2206 Meadowbrook Road as shown on Public Access Gate Application #17, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioners presented their petition pursuant to Section 110-28 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioners have, at their own expense, furnished the City of Jackson with plans; and

WHEREAS, the Site Plan Review Committee of the City of Jackson, reviewed the petition to erect a public access gate on June 8, 2023, and petitioners addressed all technical objections that were raised by the committee; and

WHEREAS, on September 7, 2023, the Site Plan Review Committee voted to deny the Public Access Gate Application. Four (4) members voted to approve, four (4) members voted to deny, and two (2) members abstained; and

WHEREAS, the City Council accepts the Site Plan Review Committee's recommendation for approval.

IT IS, THEREFORE, ORDERED that the application for a public access gate on Meadowbrook Road, just east of East Ridge Drive at 2206 Meadowbrook Road, as shown on Site Plan Review Application #17, be approved.

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

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

Nays – Hartley and Stokes.

Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES 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 A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1110 LOCATED AT 953 BAILEY AVE. PARCEL #93-40 – \$28,000.00.

WHEREAS, on August 15, 2023, 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 May 16, 2023, for case #CE-21-1110 located at 953 Bailey Ave. parcel #93-40 in Ward 3 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 953 Bailey Ave.; and

WHEREAS, Four Seasons Enterprises, LLC, submitted the lowest bid of \$28,000.00; 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, Four Seasons Enterprises, LLC, through its representative, Robert 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 953 Bailey Ave. in an amount not to exceed \$28,000.00; and

WHEREAS, Four Seasons Enterprises, LLC, has a principal office located at 4612 Medgar Evers Blvd 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 Four Seasons Enterprises, LLC, to demolish the structure and remedy conditions on the property located at 953 Bailey Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$28,000.00 shall be paid to Four Seasons Enterprises, 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, Lindsay and Stokes.

Nays – None.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC. CO. 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-22- 115 LOCATED AT 2356 HICKORY DRIVE PARCEL #837-147 – \$6,443.00.

WHEREAS, on May 23, 2023, 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 February 28, 2023 for case #CE-22-115 located at 2343 Hickory Dr. parcel #837-147 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2343 Hickory Dr. and

WHEREAS, Love Trucking Inc Co., submitted the lowest bid of \$6,443.00; 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 Inc Co., 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 2343 Hickory Dr. in an amount not to exceed \$6,443.00; and

WHEREAS, Love Trucking Inc Co., has a principal office located at 761 Woodlake Dr. Jackson, MS 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 Inc Co., to demolish the structure and remedy conditions on the property located at 2343 Hickory Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$6,443.00 shall be paid to Love Trucking Inc Co., 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, Lindsay and Stokes.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT 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 A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-624 LOCATED AT 4313 OFFICER THOMAS CATCHINGS PARCEL #306-127 – \$6,700.00.

WHEREAS, on May 23, 2023, 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 March 21, 2023, for case #CE-23-624 located at 4313 Officer Thomas Catchings parcel #306-127 in Ward 3 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 4313 Officer Thomas Catchings; and

WHEREAS, TriArc Management Services, LLC submitted the lowest bid of \$6,700.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, TriArc Management Services, LLC through its representative, Stacey Stowers has agreed to 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 4313 Officer Thomas Catchings in an amount not to exceed \$6,700.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with TriArc Management Services, LLC to demolish the structure and remedy conditions on the property located at 4313 Officer Thomas Catchings deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,700.00 shall be paid to TriArc Management Services, LLC upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

**APPROVAL OF THE OCTOBER 10, 2023 REGULAR COUNCIL MEETING
MINUTES.**

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

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

Nays – None.

Absent – None.

**APPROVAL OF THE OCTOBER 11, 2023 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

Nays – None.

Absent – None.

**APPROVAL OF THE OCTOBER 16, 2023 REGULAR ZONING MEETING
MINUTES.**

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

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

Nays – None.
Absent – None.

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There came on as Introduction of Ordinance: ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE: Hearing no objections, the Clerk read the following:

ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE.

President Banks recognized **Robert Lee, Interim Public Works Director, and Chloe Dotson, Director of Planning and Development,** who provided a brief overview of said item.

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

After a thorough discussion, **President Banks** requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Stokes** who moved, seconded by **Council Member Hartley,** to move said item to the next Regular Council meeting. The motion failed by the following vote:

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

President Banks recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell,** 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 Banks** requested that the Clerk read the Order:

ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE.

WHEREAS, Section 21-37-32 of the Mississippi Code of 1972, as amended, authorizes a municipality to delegate all or a portion of the authority to enforce any municipal ordinance concerning the regulation of parking within the municipality or any portion thereof; and

WHEREAS, the City desires to delegate the enforcement of its parking regulations within those areas where the City Council has designated metered parking.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 118-383 of the City of Jackson Code of Ordinances is created as follows:

Section 118-383. The governing authorities may delegate to an appropriate private enterprise through a contract the authority to enforce any ordinance concerning the regulation of parking with the City of Jackson or any part thereof, including, but not limited to, penalties for violations, deadlines for the payment of fines and late payment penalties for fines not paid when due. The contract may also provide that a summons or parking citation for the violation may be issued by a uniformed law enforcement officer, uniformed law enforcement employee or by uniformed personnel employed by the delegate serving under such contract.

SECTION 2. This ordinance shall be effective one month after its passage and publication by the Municipal Clerk.

SECTION 3. The Municipal Clerk shall cause this ordinance to be published.

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

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

Nays – None.

Absent – None.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF

ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL.

WHEREAS, the City Council of Jackson, Mississippi acknowledges its legislative and fiscal responsibility account for the receivables, expenses, and auditing of the city's financial assets; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges and does hereby recognize, the need to achieve financial savings for the municipality of Jackson, by cutting cost in the use of vehicles and maintenance due to excessive and unnecessary use of any city employee; and

WHEREAS, the aim and goal of this ordinance is to prevent any waste of unnecessary fuel usage, and to prevent the damage of any city vehicles being utilized during a time that is not pertaining to work of the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of keeping a proper audit of its assets; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of a vehicle/vehicles being purchased and approved by the City Council within a department staying within the department unless otherwise approved as a transfer of assets by the City Council of Jackson, Mississippi; and

WHEREAS, the only vehicles exempt from the restriction of not allowing employees to take home vehicles and deemed essential of this ordinance are as follows:

- 1) All police and certified personnel of the Jackson Police Department, as given permission by only the Chief of the Jackson Police Department.
- 2) Employees of the command staff of the Jackson Fire Department, as given permission by only the Chief of the Jackson Fire Department.
- 3) Essential employees of the Public Works Director as deemed essential by the public works department for emergency services only.
- 4) The Director of Planning and Development & Designated Code Enforcement Manager
- 5) The Director of Parks and Recreation
- 6) The Mayor of the City of Jackson

WHEREAS, the City Council of Jackson, Mississippi understands the value of employee travel for specific trainings, which shall be approved and managed by Department Director according to a policy approved by the City Attorney's office; and

WHEREAS, upon the violation of this ordinance and any such report of such violation, this matter shall be investigated by the city council according to its statutory authority. Be it also known, that the defunding or decrease of fuel and the budgeted amount for the purchase or lease of vehicles of the department in violation will be considered by the Jackson City council.

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BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi through its legislative and financial responsibility over the cities financial assets approved by the city council restricts the taking home of any city vehicles except those deemed essential and exempt according to this ordinance. In addition, the restriction of taking home a city vehicle outside of the city limits of Jackson, Mississippi is completely prohibited without any exemptions.

BE IT ALSO HEREBY RESOLVED that the City Council of Jackson, Mississippi with its legislative, financial, and auditing authority, in addition with its authority to approve the purchasing of vehicles within departments restricts the transfer of vehicles within departments without approval or amendment to the order purchasing the vehicle for said department of the City Council of Jackson, Mississippi.

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

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

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

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

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ORDER APPROVING CLAIMS NUMBER 29529 to 29574 APPEARING AT PAGES 63 TO 79 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,161,278.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29529 to 29574 appearing at pages 63 to 79, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,161,278.85 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	682,671.85
TECHNOLOGY FUND	67,446.04
PARKS & RECR. FUND	38,028.47
BUSINESS IMPROV FUND (LANDSCP)	862.73

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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LANDFILL/SANITATION FUND	9,154.90
STATE TORT CLAIMS FUND	71,836.95
WATER/SEWER OP & MAINT FUND	11,313.16
EMPLOYEES GROUP INSURANCE FUND	137,338.63
NARCOTICS EVIDENCE ESCROW	1,840.00
INFRASTRUCTURE BOND 2020 \$32M	348,565.91
INFRASTRUCTURE TAX	35,453.34
MADISON SEWAGE DISP OP & MAINT	39.45
TRANSPORTATION FUND	9,316.64
RESURFACING – REPAIR & REPL. FD	4,930.00
P E G ACCESS – PROGRAMMING FUND	500.00
MODERNIZATION TAX	229,500.00
SIEMENS SETTLEMENT ACCOUNT	347,838.99
PLANNING AND DEV GRANTS	293.13
ZOOLOGICAL PARK	2,098.00
LIBRARY FUND	162,250.66
TOTAL	<u>\$2,161,278.85</u>

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who provided an overview of larger claims at the request of **President Banks**.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – Foote.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29529 TO 29574 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29529 to 29574 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,894.16 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.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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		2,586,040.70
PARKS & RECR FUND		91,242.95
LANDFILL FUND		23,213.93
SENIOR AIDES		3,445.85
WATER/SEWER OPER & MAINT		67,302.35
PAYROLL	95,894.16	
HOUSING COMM DEV		8,894.73
TITLE III AGING PROGRAMS		5,981.49
TRANSPORTATION FUND		15,975.85
PEG ACCESS-PROGRAMMING FUND		5,422.24
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		31,993.92
NLC-MUNICIPAL REIMAGINING COMM		7,400.70
TOTAL		\$2,854,320.42

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

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

There came on for consideration, Agenda Item No. 13:

ORDER DESIGNATING JPMORGAN CHASE BANK AS THE CITY OF JACKSON PUBLIC FUNDS DEPOSITORY FOR 2023-2024 AND 2024-2025.
President Banks stated said item would be referred to the Finance Committee.

ORDER AUTHORIZING THE MAYOR TO TERMINATE AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOOMIS, FARGO & CO. (“LOOMIS”) AT WATER SEWER BUSINESS ADMINISTRATION.

WHEREAS, on November 17, 2015, the Jackson City Council authorized the Mayor to execute an amendment to the Service Agreement with Loomis, Fargo & Co. (“LOOMIS”) to add pick up location for Water Sewer Business Administration at 1301 Metrocenter Mall; and

WHEREAS, the Water Sewer Business Administration (Department of Public Works) was added to the Service Agreement for pick up, receive from, and/or deliver to the City, or any designated agent, securely sealed or locked shipments which contained any or all currency, coin, securities, or other valuables; and

WHEREAS, LOOMIS provided said services at a base cost of \$1,423.32 per month, subject to rate adjustments as stated in the terms and conditions, plus additional fees for insurance and fuel, subject to month-to-month automatic renewal, unless the agreement is terminated by the giving of a thirty (30) day notice by either party; and

WHEREAS, the Service Agreement is subject to month-to-month automatic renewal unless the agreement is terminated by the giving of a thirty (30) day notice; and

WHEREAS, it is advisable for the City of Jackson to terminate the Amendment to the Service Agreement before December 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the Amendment to the Service Agreement with Loomis, Fargo & Co. (“LOOMIS”), for pick up, receive from, and/or delivery to the City, or any designated agent, for Water Sewer Business Administration.

IT IS FURTHERED ORDERED that the Department of Public Works is authorized to pay any invoices that will be incurred prior to the termination of the Service Agreement.

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE PROFESSIONAL SERVICES MASTER AGREEMENT, END-USER LICENSE AGREEMENT, AND TERMS OF SERVICE AGREEMENT WITH SQUARE 9 SOFTWARES, INC. TO SUPPORT THE DEPARTMENT OF THE MUNICIPAL CLERK.

WHEREAS, the City of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and upon request, provide public records to the public pursuant to the Mississippi Public Records Act of 1983; and

WHEREAS, Square9 Softworks takes the paper out of work and makes it easier to get things done with digital workflows that automate many aspects of your work today. Square9 Softworks makes it easy by extracting information from scans or PDFs, storing documents in a searchable archive, and building digital twins of your current processes through graphical workflows; and

WHEREAS, this software will increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records for the city of Jackson; and

WHEREAS, on September 12, 2023, the governing authorities for the city authorized the procurement and implementation of Square9 Softworks software for the Department of the Municipal Clerk at a cost not to exceed Six Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$6,583.33); and

WHEREAS, as a condition of utilizing the Square9 Softworks software, the City of Jackson must enter into a Professional Services Master Agreement, End-User License Agreement, and Terms of Service Agreement with Square9 Softworks, Inc.; and

WHEREAS, a copy of each proposed agreement is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the Mayor has the authority to enter into and execute the Professional Services Master Agreement, End-User License Agreement, and Terms of Service Agreement with Square9 Softworks, Inc. to support the Department of Municipal Clerk.



Professional Services Master Agreement

THIS IS AN AGREEMENT for the term of one year with automatic yearly renewals effective as of the acceptance date of the initial statement of work ("Effective Date") between the customer ("customer") and Square-9 Softworks ("Square 9") (each a "Party" and collectively the "Parties"). Square 9 agrees to provide services to the customer for advanced capture, document management and education services as described within the Statement of Work.

THE CUSTOMER AND SQUARE 9 FURTHER AGREE AS FOLLOWS:

1. Basic Agreement

Square 9 shall provide, or cause to be provided, document management, capture automation and/or educational services. Each project performed by Square 9 will be described in a Quote and a separate Statement of Work that will be attached and become a part of this agreement (the "Agreement"). The customer shall pay Square 9 for such Services as set forth in this Agreement.

2. Order Placement

All orders shall be placed on Customer's purchase orders referencing this Agreement. Should there be any language in said purchase orders which negates, qualifies, contradicts or limits the terms and conditions of this Agreement, then said language shall be deemed to be without force and effect and the terms and conditions for this Agreement shall take precedence. All purchase orders are subject to written acceptance by Square 9.

3. Project Scheduling

All project based orders which include Professional Services or Education will be scheduled based on a first come, first serve basis. Project purchase orders must include all product(s) to be installed or configured, all applicable support and the total number of Professional Service days.

4. Pricing and Payment Policies

Projects may be invoiced based on a fixed price basis or time & materials basis depending on the method indicated on the accompanying Statement of Work.

With Fixed price projects, a deposit of 25% is required upon initiation of the Statement of Work with payments of 50% upon delivery of the software and the final 25% due upon completion of the User Acceptance Testing (UAT).

With Time & Material based projects, product invoices terms are NET 30-45 with Professional Services billed monthly based on consumption. Terms for service invoices are Due Upon Receipt.

With Educational Services all services are fixed price and payment must be received 5 business days prior to the commencement of any onsite or offsite classes.



5. Mediation

In regard to any dispute or claim arising out of or relating to this Professional Services Master Agreement, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit.

6. Termination

Each Party shall have the right to terminate this Agreement upon reasonable cause by giving fifteen (15) business days written notice of such cause to the other Party. Upon receiving notice of termination, Square 9 shall discontinue the work on that date to the extent specified in the notice and place no further orders for sub services except as needed to continue any portion of the work that was not terminated. Square 9 shall also make reasonable efforts to cancel, upon terms satisfactory to the customer, all orders or subcontracts related to the terminated work. Customer will be liable for all reasonable costs, charged in accordance with this Agreement, the applicable Statement of Work and Purchase Order that were actually incurred up to and including the point of termination.

7. Cancellation of scheduled engagements

Cancellations for scheduled Professional Service project dates must be made with a minimum of 5 business days' notice. Lost time to the assigned technician due to insufficient notice will be invoiced at 25% the prevailing per diem rate and client will be subject to any applicable travel expenses. In the event that the customer for any reason cancels the Project Services work once S9S has commenced work the customer will be liable for all costs incurred up to and including the point of cancellation.

8. Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS." EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT WILL SQUARE 9 BE LIABLE FOR LOST REVENUE, PROFITS, BUSINESS OR DATA, OR FOR ANY COSTS OF COVER, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SQUARE 9 HAS BEEN ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. SQUARE 9'S TOTAL LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SQUARE 9 BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER FORM FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM OVER THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

This section shall survive the termination of the Agreement for any reason.

9. Confidentiality

The Parties acknowledge that in the course of this Agreement they will have access to, and/or will be in possession of confidential information of the other. "Confidential Information" shall mean information expressly identified by that party as confidential, including information relating to its past, present or future research, development or business affairs; future project purchases; and any proprietary products, materials, or methodologies.

To the extent permitted by law each Party shall hold in confidence, in the same manner it holds its own confidential information of like and kind, all Confidential Information of the other to which it may have access hereunder. To the extent permitted by law, access to Confidential Information shall be restricted to those of the Party's personnel with a need to know and engaged in a permitted use. To the extent permitted by law, each Party's reports and work papers marked confidential shall neither be exhibited nor distributed in any way to parties external to the other Party.

The foregoing shall not prohibit or limit either Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, (iv) which is, or becomes, publicly available through no breach of this Agreement, or (v) as may be required by law under the Connecticut Freedom of Information Act, similar state law requirements, or otherwise.

In the event that either Party is (i) requested to provide or disclose any Confidential Information claiming the applicability of the Connecticut Freedom of Information Act or similar state law requirements, or (ii) requested or required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, it is agreed that the receiving Party shall give prompt notice of the service of process or other documentation that underlies such requirements and use its best efforts to assist the disclosing Party if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. The disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of its Confidential Information.

This section shall survive the termination of the Agreement for any reason.



10. Non Solicitation

During the Term of this agreement and for one (1) year following nonrenewal or termination, neither party will, directly or indirectly solicit or recruit any employee of the other party to be an employee or independent contractor of such party. Any violation of this provision shall result in the breaching party promptly paying to the other party one (1) year's salary of the affected employee plus the recruitment costs of replacing such employee.

11. Intellectual Property

Square 9 shall retain ownership of its Intellectual Property and in no case shall the delivery of services under this agreement be subject to work for hire or other ownership by Customer. To the extent that Square 9 Intellectual Property are incorporated in the delivery of services under this agreement, Square 9 grants to Customer a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use works of such Square 9 Intellectual Property in accordance with the purpose of this agreement.

12. Miscellaneous

Force Majeure – Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to: acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

Relationship of Parties – The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor and neither party shall bind the other party.

No Third Party Beneficiaries – Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Reseller and Square 9 any rights, remedies or other benefits under or by reason of this Agreement.

Cumulative Remedies – Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any and all other rights and remedies available to either party.

Notices – Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), by first class mail (certified or registered) or by email with confirmation of receipt, to the Project Manager of the other party. Notices will be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, or (ii) the next day if sent by overnight mail or email with confirmation of receipt.



Assignment – Customer shall not assign its rights or delegate its obligations to any party without first obtaining the written consent of Square 9. For purposes of this Section, a fifty percent (50%) change in control of Reseller shall constitute an assignment. Square 9 may assign its rights or delegate its obligations hereunder, either in whole or in part, without any prior consent of Reseller. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

Waiver and Modification – Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amended or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

Severability – If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible by law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Controlling Law and Jurisdiction – The Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Mississippi.

Headings – Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

Entire Agreement – This Agreement, including all exhibits that are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Counterparts – This Agreement may be executed in two counterparts, each of that shall be an original and together which shall constitute one and the same instrument.

Client

Square 9 Softworks Inc.

By: _____

By: _____

Title: _____

Title: _____



Square 9 Softworks, Inc.

Square 9, GlobalSearch, GlobalAction, GlobalForms and GlobalCapture are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All products are licensed, not sold.

This End User License Agreement ("EULA") is a legal agreement by and between you (either an individual or a single entity) (herein referred to as "Licensee") and Square 9 Softworks, Inc., a Connecticut registered corporation with its principal place of business in New Haven, Connecticut and its suppliers (herein referred to as "Licensor") with regard to the copyrighted software products listed above (herein referred to as the "Software") provided with this EULA. The Software includes computer software, the associated media, any printed materials, and any online or electronic documentation accompanying the Software. Use of the Software provided to you by Licensor in whatever form or media, will constitute your acceptance of the terms of this EULA. If Licensee does not agree with the terms of this EULA, do not download, install, copy or use the Software. By installing, copying or otherwise using the Software, Licensee agrees to be bound by the terms of this EULA.

MODIFICATION OF THESE TERMS

Licensor reserves the right, at its sole discretion, to change or otherwise modify this EULA at any time and in any manner without notice to Licensee.

PLEASE CHECK THE SITE AND THIS EULA FROM TIME TO TIME FOR ANY CHANGES OR AMENDMENTS. LICENSEE SHALL BE DEEMED TO HAVE ACCEPTED SUCH CHANGES BY CONTINUING TO USE THE SOFTWARE AFTER SUCH CHANGES HAVE BEEN POSTED.

- LICENSE GRANT.** Upon payment in full of all applicable license fees, including all recurring subscription fees, Licensor hereby grants to Licensee a personal, non-transferable and non-exclusive right to use the Software provided with this EULA. Licensee agrees and acknowledges that any Software provided pursuant to a recurring license fee shall be used solely in conjunction with the accompanying software device, method, scheme or other security measure provided by Licensor which prevents unauthorized access to and use of the Software. Licensee agrees that it will not copy the Software except as necessary to use it on a single computer. Licensee agrees that it will not copy the written materials accompanying the Software and it will not modify, translate, rent, copy, transfer or assign all or part of the Software, or any rights granted hereunder, to any other person or entity; nor shall it remove any proprietary notice, label or mark from the Software. Licensee hereby agrees it will not create derivative software products based on the Software. Licensor reserves the right to terminate or suspend the license granted herein upon Licensee's failure to make payment of any fee within 60 days of the payment due date. Reinstatement of any license subject to suspension or termination for non-payment is subject to a TWO HUNDRED AND FIFTY DOLLAR (\$250.00) fee.
- ELIGIBLE LICENSEES.** The Software is available for use solely by Licensee. Licensee hereby agrees to refrain from copying, distributing, licensing, or sub-licensing the Software. DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE UNLESS YOU ARE THE LICENSEE. This EULA terminates automatically if the Software is transferred to third parties. Any such third party must immediately erase the Software and all copies thereof; and must destroy all written documentation accompanying the Software. In case of such a transfer of the Software, Licensee shall immediately notify Licensor and its suppliers of the name and address of the transferee.
- DEMONSTRATION SOFTWARE.** In the event that Licensee has received the Software free of charge as a DEMO-Version, Licensee may use of the Software for demonstration and test purposes only.



Any other or further use of the Software, including but not limited to use for production purposes or use within Licensee's normal course of business is strictly prohibited and is a breach of this EULA.

4. **RENTAL.** Licensee hereby agrees not to loan, rent, or lease the Software without the expressed written permission of Licensor.
5. **UPGRADES.** If the Software is an upgrade from an earlier release or previously released version, Licensee may use that upgraded product only in accordance with this EULA. If the Software is an upgrade of a software program which Licensee licensed as a single product, the Software may be used only as part of that single product package and may not be separated for use on more than one computer.
6. **REVERSE ENGINEERING.** Licensee hereby agrees that it will not attempt, and will use its best efforts to prevent its employees, agents, and contractors from attempting to reverse compile, modify, translate or disassemble the Software in whole or in part. Any such attempt will result in the automatic termination of this EULA and the reversion of the rights granted hereunder to Licensor.
7. **COPYRIGHT.** Licensee hereby acknowledges that at all times, Licensor retains title to the Intellectual property in the Software and that this EULA is not meant to and does not transfer title to the intellectual property in the Software to Licensee; nor does it transfer title to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software or the accompanying printed materials, and any copies thereof. Further, Licensee hereby acknowledges that title and full ownership rights to the Software remain the exclusive property of Licensor. Licensee acknowledges that all copies of the Software contain the same proprietary notices as contained in or on the Software. The Software and related materials are protected by copyright laws of the United States of America and international treaty provisions.
8. **EXPORT CONTROL.** Licensee agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Software in violation of any such restrictions, laws or regulations, or without all necessary approvals.
9. **U.S. GOVERNMENT END USERS.** With respect to all acquisitions of the Software by or for the Federal government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government; by accepting delivery of the Software, the government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Software and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused, to Licensor. With respect to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights-Use, duplication, and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988)."
10. **LICENSEE OUTSIDE THE U.S.** If Licensee is located outside the U.S., then: (i) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") and (ii) Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.



11. **DISCLAIMER OF WARRANTY.** EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE RELATED DOCUMENTATION) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR AND ITS RESELLERS MAKE NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH LICENSEE. LICENSOR AND ITS RESELLERS DISCLAIM ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSOR AND ITS RESELLERS ARE NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE. **THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.**
12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, IN NO EVENT WILL LICENSOR OR ITS RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S AND ITS RESELLERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY), WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. **THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM JACKSON LIMITED BY THIS CLAUSE.**
13. **[INTENTIONALLY DELETED]**
14. **MISCELLANEOUS:**
 - a. **Entire Agreement:** This EULA constitutes the entire agreement between Licensor and Licensee concerning the use by Licensee of the Software.
 - b. **Privacy:** Square 9 is fully committed to the privacy of our customers. To obtain a copy of our privacy policy, please visit our website at www.square-9.com/privacy.
 - c. **Governing Law:** This EULA is a Mississippi contract and shall be governed by the laws of the State of Mississippi, United States of America, excluding its conflict of law provisions. **In regard to any dispute or claim arising out of or relating to this EULA, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit.**
 - d. **Unenforceable Provisions:** If any provision in this Agreement shall be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified only to the extent



- necessary to render it enforceable without losing its intent, or shall be severed from this EULA if no such modification is possible. All other provisions of this EULA shall remain in full force and effect.
- e. **Controlling Language:** The controlling language of this EULA is English. The Licensee agrees to bear any and all costs of interpreters if necessary. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only.
 - f. **No Waiver:** A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
 - g. **Enforcement after Termination:** The provisions of this EULA that require or provide for performance after the expiration or termination of this EULA shall be enforceable notwithstanding such expiration or termination.
 - h. **No Assignment:** Licensee may not assign or otherwise transfer by operation of law or otherwise this EULA or any rights or obligations herein except to an acquirer of Licensee's business in the case of a merger or the sale of all or substantially all of Licensee's assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
 - i. **Independent Contractors:** The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.
 - j. **Licensee's Name:** Licensor may use Licensee's name in any customer reference list or in any press release issued by Licensor regarding the licensing of the Software.

15. **OEM PRODUCT SUPPORT.** Product support for the Software is provided by Licensor. For product support, contact Licensor at the address provided in the documentation accompanying the Software.

Copyright © 2021 Square 9 Softworks, Inc. All rights reserved. Square 9 and the Square 9 Softworks logo are trademarks or registered trademarks of Square 9 Softworks, Inc. in the United States and other countries.

Square 9 Softworks, Inc.
127 Church Street
New Haven, CT 06510
www.square-9.com



Square 9 Cloud Terms of Service

Last Updated: September 22, 2022

THIS AGREEMENT GOVERNS YOUR USE OF SQUARE 9'S CLOUD HOSTED PLATFORM FOR ECM AND DIGITAL TRANSFORMATION (THE SERVICES) WHICH MAY INCLUDE GLOBALSEARCH CLOUD, GLOBALCAPTURE CLOUD TRANSFORMATION SERVICES OR GLOBALFORMS CLOUD. THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDITIONAL TERMS ENTERED INTO BY YOU AND SQUARE 9 SOFTWORKS INC. ("SQUARE 9") ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT."

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR THROUGH AN APPLIED SIGNATURE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DAY THAT YOU CHECK THE "ACCEPT" BOX OR SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ONLINE OR WRITTEN FORM OF THIS AGREEMENT ISSUED TO YOU BY SQUARE 9 OR ITS AUTHORIZED RESELLER.

1. Definitions

"Affiliate(s)" means any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.

"Documentation" means the instructions, manuals, or other materials regarding the use of the Services that Square 9 makes generally available to its Services users.

"Intellectual Property Rights" means rights in unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights in the broadest meaning of the term, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"License" means the limited grant by Square 9 to use the Service in accordance with this Agreement.

"Service(s)" means the products and services that are ordered by You and made available online by Us, including associated offline components.

"Square 9 Technology" means all of Square 9's proprietary technology (including the Services and all proprietary software, hardware, products, processes, algorithms, user interfaces, reports, know-how, techniques, designs and other tangible or intangible technical material or information) made available



to You by Square 9 in connection with this Agreement.

"User" means an individual who is authorized by You to use the Service, for whom you have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, your employees, consultants, contractors, and agents, and third parties with which You transact business.

"Your Data" means any documents, files, information, or data stored or processed by or for You to the Services or collected and processed by or for You using the Services, excluding Square 9 Technology.

2. Description of Services

The Square 9 Cloud is a hosted Enterprise Content Management (ECM) and Digital Transformation platform that provides a formalized means for capturing organizing and storing an organization's documents, and other content, that relate to the organization's processes. The terms Enterprise Content Management and Digital Transformation encompass strategies, methods, and tools used throughout the lifecycle of the content.

3. Initiation of Service

Square 9 will initiate service and issue log in credentials to the registered user within 48 hours of order placement. The Effective Date of Service will commence with the initiation of services from Square 9.

4. Storage Capacity

Your cloud instance includes 50GB of document storage but may be expanded indefinitely by subscribing to additional storage units. When storage levels reach 75% you will be informed through in-product notifications that you are approaching the limit of your storage capacity. Additional notification will follow at 90% and 100%. It is your responsibility to contact Square 9 or your authorized Square 9 reseller to arrange for additional storage or to delete unneeded documents from the system.

Please note: Once your document storage reaches 110% of your subscribed storage capacity, users will be denied access to the system until additional storage units are added.

5. Renewal of Service

You will receive notification of your service renewal within 90 days of the anniversary of your Effective Date of Service (The Renewal Date). If you elect to continue your Service, payment must be received by you or an Authorized Square 9 Reseller prior to the Renewal Date.

Payment of Services - In consideration for the Services provided by Square 9, You agree to pay for service renewal within forty-five (45) days of the date of invoice.

- Late Fees - For any fees not paid within forty five (45) days of its due date, you shall be liable for late charges at the rate equal to the lesser of 1.5% per month, or the highest rate allowed by law, calculated from the due date until the amounts are paid, together with all costs and expenses incurred in collection, including reasonable attorneys' fees.



- **Payment Dispute** - If You believe the Square 9 bill is incorrect, you must contact Square 9 at accounting@square-9.com within thirty (30) days of the invoice date stating the amount in question and the reason for non-payment of that amount to be eligible to receive an adjustment or credit. In any event, you must pay the undisputed amount based on the payment terms that were agreed on with Square 9.

6. Term and Termination

Unless terminated earlier pursuant to the conditions listed in the GlobalSearch Cloud EULA, the initial term ("Initial Term") of this Agreement shall be for a period of twelve (12) months from the Effective Date and may be renewed under this Agreement for subsequent twelve (12) month terms ("Subsequent Terms") unless either Party provides notice of termination thirty (30) days prior to the expiration of any Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." This Agreement can be terminated by either party upon written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for thirty (30) calendar days following written notice from the non-breaching party specifying the breach. Termination of this Agreement shall be without prejudice to the survival of provisions in this Agreement which by their nature survive termination.

7. Rights to Data and Content

You shall have thirty (30) days from the termination of the Agreement to download a copy of your data and content from GlobalSearch Cloud using the standard means provide. All data will be provided in an industry standard, nonproprietary format. You may also request that the Square 9 Professional Services Group provide a copy of that data as a service which will be charged for at the current billable per diem rate. After the 90-day period following the date of termination, Square 9 shall have no obligation to maintain or provide any of your data or content and shall thereafter, unless legally prohibited, delete all data and content in its systems or otherwise in its possession or under its control.

8. Your Responsibilities

You shall provide Square 9 with all necessary cooperation and all necessary access to such information as may be required by Square 9 to provide the Service. You shall comply with all applicable laws and regulations with respect to its activities under this Agreement. You shall: (i) notify Square 9 immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) suspend all user accounts for individuals who are no longer authorized to access those accounts, and (iii) comply with any instructions concerning access to and/or use of the Services that Square 9 may give from time to time.

9. Service Level Performance and Support

Square 9 endeavors to provide 99.9% uptime availability per month during Service Business Hours, not to



include maintenance or upgrades on the system. "Uptime" is defined as time when You have the ability to access and use the Services and Square 9 measures Service Uptime by consecutive seconds over the period of a calendar month.

Downtime is defined as the inability of most users to access the servers and majority of applications of the Service. Specifically excluded from the definition of Downtime are:

- Downtime resulting from requests by You;
- Network errors and hardware failures outside the control of Square 9 or agents of Square 9; Server errors and limitations set by third-party service providers;
- Planned maintenance;
- Maintenance that is performed between 10:00 pm and 4:00am ET;
- Outages resulting from the actions of You, its employees, and agents, other than normal operation of the Services;
- Any other unavailability caused by circumstances beyond Square 9's reasonable control as specified in this Agreement; and
- Loss of functionality as a result of updates other than to the Services (i.e. operating systems, third party applications, etc.).

If Square 9 repeatedly fails to meet the stated service levels causing an interruption in your business operations, you will receive a 15% reduction in the following month's service fee. Square 9 must be notified in writing of any request for compensation with details of the failure and resulting interruption of business hours. The above states Your sole remedy in relation to service availability.

10. Product Upgrades

GlobalSearch Cloud is typically upgraded twice annually in accordance with the Square 9 development release schedule.

Square 9 shall provide You with at least forty-eight (48) hours' notice of any scheduled maintenance on the Service and Square 9 will use commercially reasonable efforts to conduct maintenance during non-business hours. In the event Square 9 is unable to provide forty-eight (48) hours' notice of any planned or unplanned outages or unavailability of Services, Square 9 shall use good faith efforts to promptly notify You that it anticipates or has discovered such outages or downtime.

11. Data Durability

The redundant nature of the GlobalSearch Cloud platform delivers 99.999 data durability.

- No backup of the of your images are required and your database server structure is snapshotted daily with daily snapshots being retained for 90 days.
- Deleted documents are retained for 90 days and can be restored at any time with the assistance of Square 9 Software Support team as a billable service.



12. Software Support

Service Business Hours: The support team is available Monday through Friday, 8:00 AM Eastern Time to 8:00 PM Eastern Time, excluding federal U.S. holidays.

Once engaged, Square 9 will work with Your representative to resolve the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a defect report.

Square 9 will work continuously (24x7) using diligent efforts on an Urgent request until the issue is resolved, is determined to be unresolvable, or the issue is resolved with a work around sufficient to re- categorize to the Medium Level.

Support Phone	Dial +1 (203) 789 0889 and select Option 2 from the menu
Support Email	support@square-9.com
Ticket Creation Form	Available at www.square-9.com/support
Standard Operating Hours	Monday – Friday 8:00AM – 8:00PM EST (excluding major US holidays)

Case Severity Levels

Response Time is defined as the length of time Square 9 initiates contact on a logged issue with our Support Desk. Cases must be opened by voicemail, email request to support@square-9.com or through our [Support page on our website](#).

All Acceptable Response Times are expected to fall within Square 9’s Business Hours. Cases not opened within Square 9’s Support hours of 8:30AM to 7:30PM Eastern will be picked up the following business day.

Case Priority Levels

When evaluating cases, the triage team uses the below criteria to assign a case priority level:

Severity	Definition	Customer Type	Standard Response Times
Critical	System down state impacting all or most users.	Production customers only.	20 minutes
High	Significant system degradation in performance or function, impacting all or most users.	Production customers, or customer moving into a go-live state.	1 hour
Medium	Any customer issue without a specific or known workaround, impacting a small subset of users, or customers	Any	3 hours
Low	Any general request for information.	Any	8 hours



Case Priority Examples

Critical Priority

- Complete system failure
- All system processing has halted or is impacted

High Priority

- Majority of the system is failing
- Majority of system processing has halted or is impacted

Medium Priority

- Isolated occurrences with specific system users, majority of the user population unaffected
- A single step in a process is functioning incorrectly but doesn't impact the overall process

Low Priority

- A how-to question related to future growth of the system
- An issue reported on a test or development server not impacting production

Case Escalation

After a case has been worked on for 30 minutes without progress or resolution, the case will be escalated according to the escalation schedule below. Please note that Critical and High priority cases automatically start in an escalated state.

Case Severity	Support Tier Assigned	Level 1 Escalation	Level 2 Escalation	Level 3 Escalation
Critical	Senior Support	Support Director	Development	-
High	Senior Support	Support Director	Development	-
Medium	Junior Support	Senior Support	Support Director	Development
Low	Junior Support	Senior Support	Support Director	Development

Case Closure

Once it has been determined the question is answered or the problem solved, the Support team will mark the case closed. A closed case can be reopened at any time in the event an issue reoccurs, or the recommended solution isn't permanent.



If a workaround or solution is found independent of working with the Support team, all case emails from our Support team will contain a link to self-close your case. It is appreciated when self-close is utilized to allow our Support team to focus their efforts on open active cases.

If the case is initially deemed to be suitable for our Professional Services group, the case will be closed, and information transferred to that group for project scoping and the potential quoting of billable hours.

13. Grant of License; Restrictions

13.1. Square 9 grants You a limited, non-exclusive, non-transferable License to use the Services on behalf of a limited number of Users solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. The number of unique Users licensed to use the Services pursuant to the terms hereof is set forth in the product registration form. All rights not expressly granted herein are reserved by Square 9.

13.2. Square 9 shall provide You with unique usernames and access passwords to the system however all licensing will be available on a concurrent basis.

13.3. With respect to the Services, You shall not: (i) sell, resell, transfer, assign, distribute or otherwise commercially exploit or make it available to any third party in any way (except that You may allow Your contractors to access the Services in order to perform their obligations towards You); (ii) transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs or upload, post, or transmit any unlawful, harassing, libelous, or abusive material on the Service; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (iv) attempt to gain unauthorized access to the Services or its related systems or networks; (v) reverse engineer, decompile, or disassemble the Services or any Square 9 Technology.

14. [Intentionally Deleted]

15. Your Data

15.1 You acknowledge that to use the Services, you will be required to provide Square 9 with Your Data for which the Services are to be provided. Square 9 acknowledges that Your Data shall be Your Confidential Information and that Square 9 does not own Your Data, information, or material that You may submit to Square 9 or that Square 9 may store in the course of You using the Services. Square 9 may store and process Your Data through a third-party hosting service in the United States as long as Square 9 and the third party execute a confidentiality agreement that protects Your Confidential Information to the same extent as this Agreement.

15.2 All cloud instances are provisioned in a data center within the continental United States unless



otherwise requested by that customer. Square 9 affords the customer an option however to assign their data center of choice as part of the provisioning process.

1.5.3 Square 9 will not sell, rent or lease any personally identifiable information included therein to third parties, without receiving Your prior explicit consent, except in any of the following instances:

- a. To operate the Services, including storing and processing Your Data through third party hosting services;
- b. If Square 9 is required by applicable law, rules or regulations to do so but only to the extent required by law upon notice to You.
- c. If Square 9 is acquired by, or merged with another entity, provided however, that those entities agree to be bound by the provisions of this Agreement.

16. IP Ownership and Confidentiality

16.1 Square 9 alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights in and to the Services and the Square 9 Technology and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You or any other party relating to the Services. Square 9's name, Square 9's logo, and the product names associated with the Services are trademarks of Square 9 or third parties, and no right or license is granted to use them.

16.2 Square 9 and You shall preserve as confidential and not disclose to any party (other than employees with a 'need to know' or independent contractors bound by a written agreement of confidentiality no less restrictive than this Section), or use for any reason other than performance under the Agreement, all information and trade secrets related to the business of the other party that is indicated as confidential or which a party should reasonably know to be confidential given the nature of the information and/or the circumstances of its disclosure ("Confidential Information"). You acknowledge that any Square 9 pricing, source code and Documentation are Confidential Information of Square 9. The confidentiality obligations of this Section shall not apply to: (i) information that is publicly known prior to the disclosure or becomes publicly known through no wrongful act of the receiving party; (ii) information that was in lawful possession of the receiving party prior to the disclosure without any agreement of confidentiality restricting its use or disclosure, and was not received as a result of any breach of confidentiality with respect to the other party (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a third party and, to the receiving party's knowledge, is not subject to an obligation of confidentiality to the disclosing party. Square 9 and You acknowledge that monetary remedies may be inadequate to protect their rights with respect to a breach of this Section and agree that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

16.3 Square 9 and You agree that both companies have the right to express publicly their relationship, including the names of the entities and the Services involved. This includes the right to republish logos, company names, and software names.



17. Privacy & Security

17.1 Square 9 and third parties on its behalf shall implement security tools and procedures to secure Your Data. These tools include protection such as encryption for communication and user authentication to prevent unauthorized user access or other malicious activities. While such tools and procedures reduce the risk of security breaches, Square 9 cannot guarantee that the Services will be immune from any unlawful interceptions or unauthorized access.

17.2 Square 9 is committed to the privacy of our customer and the security of your data. To this extent, Square 9 performs annual audits of its policies and business practices in accord with SOC 1, SOC 2 and HIPAA compliance standards.

17.3 To request a copy of the audit reports, please contact compliance@Square-9.com To obtain a copy of the Square 9 privacy policy please visit our website at www.square-9.com/privacy.

18. Warranties and Disclaimer of Warranties

SQUARE 9 REPRESENTS AND WARRANTS THAT: (A) IT WILL PERFORM ALL SERVICES EXERCISING DUE CARE AND IN A GOOD, WORKMANLIKE AND PROFESSIONAL MANNER, (B) IT WILL EMPLOY COMMERCIALY REASONABLE MEASURES TO SCREEN THE SERVICES FOR VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS AND OTHER SOFTWARE ROUTINES OR CODE DESIGNED TO PERMIT UNAUTHORIZED ACCESS TO, DISRUPT, DISABLE, ERASE, OR OTHERWISE HARM YOUR SOFTWARE, HARDWARE OR DATA, AND (C) IT HAS THE FULL AND UNRESTRICTED RIGHT, POWER AND AUTHORITY TO ENTER INTO THE AGREEMENT AND TO PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT. EXCEPT AS OTHER STATED IN THIS SECTION OR WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT,, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SQUARE 9 (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNEES) AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES OR THE SQUARE 9 TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE SERVICES AND THE SQUARE 9 TOOLS AND/OR THEIR QUALITY WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

19. Limitation of Liability

EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, IN NO EVENT WILL SQUARE 9 AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, RESELLERS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR LOST REVENUE, PROFITS, BUSINESS OR DATA, OR FOR ANY COSTS OF COVER, INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY



ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SQUARE 9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SQUARE 9'S AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, RESELLERS, SUCCESSORS AND ASSIGNEES TOTAL AGGREGATE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM JACKSON LIMITED BY THIS CLAUSE.

20. No Assignment

This Agreement may not be assigned or otherwise transferred by You via sale, merger, change in control, by operation or law or otherwise, without Licensor's prior written consent and any such purported assignment or transfer shall be void.

21. Governing Law; Mediation

22. This Agreement shall be exclusively governed by the laws of the State of Mississippi, without regard to the choice or conflicts of law provisions thereof, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service. Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief or for the collection of an account stated, any controversy, claim or dispute related to this Agreement the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a Judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit. No Waiver; Severability.



The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. If any one or more of the provisions in this Agreement are determined invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement; provided, however, if a court finds any provision of this Agreement may be rewritten to be valid, legal and enforceable, the parties agree that such court shall rewrite the provision.

23. Force Majeure

Neither party will be responsible to the other for any delay, failure in performance, loss or damage, unless through the exercise of reasonable diligence, the non-performing party was able to prevent interference with and/or interruption of its performance of this Agreement, due to fire, explosion, power blackout, earthquake, volcanic action, cable cuts by third parties, flood, severe weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond their reasonable control, except that You must pay for any Services used. Any such delay or failure shall suspend the Agreement until the force majeure event ceases, provided that such party gives the other party prompt written notice of the failure to perform, the reason for the failure to perform, its expected duration, and its anticipated effect on the ability to perform the obligations and uses its reasonable efforts to limit the resulting delay in its performance. However, if such condition persists for a period of greater than thirty

(30) days, the other party may, at its option, terminate this Agreement without penalty. This section does not excuse either party's obligation to take reasonable steps to follow industry disaster recovery procedures.

24. Miscellaneous

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable and where expressly stated that it amends or deviates from the terms of this Agreement) shall add to or vary the terms and conditions of this Agreement. This Agreement, together with any applicable Order Form, comprises the entire Agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive, including without limitation those terms regarding payment of fees, ownership and confidentiality, disclaimer of warranties and limitations of liability.

No joint venture partnership, employment or agency relationship exists between the parties as a result of this Agreement or use of the Service Section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

25. Revisions

Square 9 Softworks reserves the right to change this Terms of Service agreement at any time



without notice to you and will post any changes to this Terms of Service agreement on this Website as soon as they go into effect. We encourage you to review the Terms of Service regularly for any changes.

26. Questions

If you have questions regarding the terms of service, customer support or the security practices of Square 9 Softworks, please contact us by email: customerservice@square-9.com or by mail at:

Square 9 Softworks
Attn: Customer Success Team
127 Church Street
New Haven, CT06510

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

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

* * * * *

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES; (B) STORM WATER AND DRAINAGE IMPROVEMENTS AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AND OTHER AUTHORIZED PURPOSES UNDER THE ACT (DEFINED BELOW) INCLUDING FUNDING CAPITALIZED INTEREST, FUNDING A DEBT SERVICE RESERVE FUND, IF APPLICABLE, PAYING THE

COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized under the provisions Sections 27-67-31 through 27-67-31 of the Mississippi Code of 1972, as amended from time to time (the "**Infrastructure Modernization Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**," and together with the Infrastructure Modernization Act, the "**Act**") to enter into indebtedness of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Act, including, but not limited to the (a) repair, maintenance and/or reconstruction of roads, streets and bridges; (b) storm water and drainage improvements; and (c) funding capitalized interest, funding a debt service reserve fund, if applicable and paying the costs of issuance of the borrowing (the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Act and other applicable laws of the State of Mississippi (the "**State**") to enter into a loan with the Mississippi Development Bank (the "**Bank**") to borrow money to finance the costs of the Project; and

WHEREAS, the Governing Body finds and determines that it is necessary and proper to finance the costs of the Project; and

WHEREAS, it is necessary for the health and well-being of the citizens of the City to provide funding for the costs of the Project by entering into a Loan with the Bank (the "**Loan**") pursuant to the Act to borrow money from the Bank through the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project) (the "**Bonds**") all in a total aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000); and

WHEREAS, the Governing Body has caused an estimate to be made of the costs of the Project by the City from which estimate the Governing Body finds and determines that the contemplated costs thereof will not exceed Forty Million Dollars (\$40,000,000); and

WHEREAS, the Governing Body has determined that the Project and the costs thereof are economically feasible and would be in the best interests of the citizens of the City; and

WHEREAS, it is necessary and advisable and in the best interest of the City for the Governing Body, acting for and on behalf of the City, to provide funding for the costs of the Project by borrowing money by entering into the Loan with the Bank and the issuance of the Bonds by the Bank, all in accordance with the Act; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations

Section 1.150-2 (the “**Reimbursement Regulations**”). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to enter into the Loan with the Bank all in an aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000).

SECTION 2. The Loan will be entered into for the purpose of financing the Project, as authorized by the Act.

SECTION 3. The principal and interest on the Loan and the issuance of the Bonds through Bank shall be payable over a period not to exceed sixteen (16) years solely from those revenues (the “Use Tax Revenue”) derived from those certain monies remitted from the State of Mississippi (the “State”) to the City in January and July of each calendar year pursuant to the Infrastructure Modernization Act. The Loan and Bonds of the Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Loan or the Bonds, but the same, together with the interest thereon, shall be payable solely from the Use Tax Revenue allowed to be pledged for the payment of debt service pursuant to the Act.

SECTION 4. Unless a protest in writing signed by fifteen percent (15%) of the qualified electors of the City or fifteen hundred (1,500) qualified electors of the City, whichever is lesser, objecting to and protesting against the issuance of the Bonds or entering into the Loan is filed with the City Clerk at City Hall located at 219 S. President Street, Jackson, Mississippi in the City on or before 10:00 o'clock a.m. on December 5, 2023, which date shall be not more than seven (7) days after the date of the last publication of this resolution, the Governing Body will authorize entering into the Loan at said time or at some meeting or meetings subsequent thereto. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of the issuance of said Bonds or entering into said Loan shall be submitted to an election to as provided in the Bank Act.

SECTION 5. This resolution shall be published once a week for at least three consecutive weeks in The Clarion Ledger and The Mississippi Link, both newspapers published in the City, and having general circulation therein and qualified under the provisions of the laws of the State, and the last publication of this resolution shall be not more than seven (7) days prior to the date hereinabove set forth as the deadline for the filing of objection or protest.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove specified.

SECTION 7. The City reasonably expects that it will incur expenditures prior to entering into the Loan and the issuance of the Bonds by the Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described herein above. The maximum principal amount of debt expected to be issued for the Project is the amount herein above set forth.

SECTION 8. The Governing Body herein approves of and employs the law firm Butler Snow LLP, as Bond Counsel, and authorizes and directs the Mayor to execute and deliver an engagement letter with certain conditions and terms set forth therein concerning said employment.

SECTION 9. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment changing “\$40,000,000” to “\$30,000,000” throughout the entire Resolution.

Council Member Lindsay moved; seconded by **Council Member Grizzell**, to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

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

President Banks recognized **Tray Hairston of Butler Snow, PLLC**, who provided a brief overview of said item.

After discussion, **President Banks** recognized **Council Member Lindsay** and **Vice President Lee** who withdrew their motion and second. **President Banks** stated that said item would be referred to the Public Works Committee.

ORDER RATIFYING PAST SERVICES PERFORMED AND PAYMENT TO PEOPLE'S PLACE ENTERPRISES LLC FOR THE REMOVAL AND HAULING AWAY OF FALLEN TREES, LIMBS, AND TREE DEBRIS FROM THIRTEEN (13) CITY OF JACKSON PARKS THAT OCCURRED AFTER SEVERE THUNDERSTORMS STRUCK THE CITY OF JACKSON IN JUNE 2023 WHICH NECESSITATED THE ISSUANCE OF A MAYORAL EMERGENCY PROCLAMATION WHICH OCCURRED ON JUNE 16TH, 2023.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property 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 authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, People's Place Enterprises LLC (People's Place) is a limited liability company, currently in good standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on September 25, 2017; and

WHEREAS, People's Place has a Certificate of Liability on file with the City and has done work for the Parks and Recreation Department in the past; and

WHEREAS, People's Place provided a quote in the amount of Thirty-One Thousand Dollars (\$31,000.00) to remove fallen trees and haul-off the debris from Northgate Park, Poindexter Park, Parham Bridges Park, Mynelle Gardens, Battlefield Park, Fondren Park, Willie Henry Park, Tougaloo Park, Vine Street Park, Woodrow Wilson Walking Trail, Leavell Woods Park, Presidential Hill Park, and Livingston Park; and

WHEREAS, PDT Logistics LLC submitted a quote in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) for the same services at the same locations listed directly above; and

WHEREAS, the Mayor of the City of Jackson, on June 16th, 2023, issued a Mayoral Proclamation of Local Emergency because of severe thunderstorms that struck the City earlier that day and caused widespread damage; and

WHEREAS, pursuant to the Mayor's Emergency Proclamation and the need to quickly remove the fallen trees that had caused a threat to public safety, the Parks and Recreation Department picked the lowest of the two quotes listed above submitted by People's Place and allowed People's Place to perform the services listed in its quote; and

WHEREAS, it is in the best interests of the City of Jackson that the above-described tree removal services already performed by People's Place be ratified and payment in the amount of Thirty-One Thousand Dollars (\$31,000.00) be approved and made to People's Place.

IT IS HEREBY ORDERED that the tree removal services provided by People’s Place, as described above in this Order, is ratified.

IT IS FURTHER ORDERED that payment in the amount of Thirty-One Thousand Dollars (\$31,000.00) be made to People’s Place for providing tree removal services as described above from the Parks and Recreation Department’s Fiscal Year 2023 Budget, account # 005.501.10-6419, as said tree removal services occurred in the 2023 fiscal year.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO VENDORS WHO ARE ASSISTING WITH THE PICTURES WITH SOUL SANTA EVENT ON SATURDAY, DECEMBER 02, 2023, IN THE WESTBROOKHOUSE AT MYNELLE GARDENS.

WHEREAS, the City of Jackson Parks and Recreation Department annually hosts Pictures with Soul Santa event; and

WHEREAS, the Pictures with Soul Santa event is a family-oriented event that will be held on Saturday, December 02, 2023, from 10:00 am to 4:00 pm; and

WHEREAS, the Pictures with Soul Santa event will be hosted in the Westbrook House at Mynelle Gardens; and

WHEREAS, Blount Photography LLC (Blount Photography) will provide six (6) hours of photography services to attendees of the Pictures with Soul Santa event, totaling Five Hundred Dollars (\$500.00); and

WHEREAS, Blount Photography will provide the rental of a festive chair for the Soul Santa, totaling Three Hundred Dollars (\$300.00); and

WHEREAS, Blount Photography is a Limited Liability Company in Good Standing with the State of Mississippi, created pursuant to the Laws of the State of Mississippi on June 26, 2018; and

WHEREAS, Da’Soulful Santa will provide six (6) hours of his time performing as Da’Soulful Santa for attendees so that attendees can sit with Santa and have their photographs taken, totaling Seven Hundred Twenty Dollars (\$720.00); and

WHEREAS, Da’Soulful Santa is a Sole Proprietorship operated by Larry Williamson, as such there is no legal distinction between the owner and the business entity; and

WHEREAS, it is in the best interests of the City of Jackson to host family-oriented events such as the Soul Santa event.

IT IS, THEREFORE, ORDERED that a payment in the amount of Eight Hundred Dollars (\$800.00) be made to Blount Photography from account no. 005-501.25-6419 for providing six (6) hours of photography services and a Santa chair rental for the Pictures with Soul Santa event described above.

IT IS FURTHER ORDERED that a payment in the amount of Seven Hundred Twenty Dollars (\$720.00) be made to Larry Williamson doing business as Da’Soulful Santa from account no. 005-501.25-6419 for providing six (6) hours of Soul Santa services for the Pictures with Soul Santa event described above.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents needed to effectuate the City’s hosting of the Pictures with Soul Santa event as described above.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

ORDER RATIFYING PAST SERVICES PERFORMED AND APPROVING PAYMENT TO DURHAM SCHOOL SERVICES LP IN THE AMOUNT OF THREE THOUSAND FORTY DOLLARS (\$3,040.00) FOR TRANSPORTATION SERVICES FOR VARIOUS FIELD TRIPS FOR TWENTY-FIVE (25) YOUTH PARTICIPANTS AND EIGHT (8) STAFF MEMBERS OF THE GROVE PARK COMMUNITY CENTER’S SUMMER ENRICHMENT PROGRAM THAT OCCURRED ON JUNE 16TH, 23RD, AND 30TH, 2023, AND JULY 7TH, 14TH, AND 21ST, 2023.

WHEREAS, Durham School Services LP (Durham School Services) is a limited partnership, currently in good standing with the Mississippi Secretary of State, formed on December 23, 2002; and

WHEREAS, Durham School Services provided transportation services for the City of Jackson Parks and Recreation Department's Programming Division for staff and students who participated in the 2023 Summer Enrichment Program at the Grove Park Community Center (Grove Park); and

WHEREAS, Durham School Services charged Three Thousand Forty Dollars (\$3,040.00) for transportation services to six (6) field trips, listed in more detail below; and

WHEREAS, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on two (2) field trips to the Cinemark Movie Theater in Pearl, Mississippi, on June 16th and June 30th, 2023; and

WHEREAS, Durham School Services provided transportation services for the staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Sports Hall of Fame and the Mississippi Agriculture Museum on June 23rd, 2023; and

WHEREAS, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Civil Rights Museum on July 7th, 2023; and

WHEREAS, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Children's Museum on July 14th, 2023; and

WHEREAS, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Jackson Zoo on July 21st, 2023; and

WHEREAS, the Parks and Recreation Department received a purchase order/invoice from Durham School Services for the above-described transportation services totaling Three Thousand Forty Dollars (\$3,040.00); and

WHEREAS, the purchasing order and other information was submitted to the Finance Department for payment, but the claim was pulled from the claims' docket by the Legal Department because an Order needed to go before the City Council for its vote in order to pay for the transportation services provided by Durham School Services; and

WHEREAS, it is in the best interests of the City of Jackson that the above-mentioned transportation services provided by Durham School Services be ratified and payment in the amount of Three Thousand Forty Dollars (\$3,040.00) be made to Durham School Services.

IT IS HEREBY ORDERED that the transportation services provided by Durham School Services, as described above, is ratified.

IT IS FURTHER ORDERED that a payment in the amount of Three Thousand Forty Dollars (\$3,040.00) be made to Durham School Services for providing transportation services described above from the Parks and Recreation Department's Fiscal Year 2023 Budget as said transportation services occurred in the 2023 fiscal year.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY, AND APPROVING PAYMENT TO, DEVINEY EQUIPMENT FOR SERVICING AND EXTENSIVE REPAIRS PERFORMED ON A KUBOTA L39 TRACTOR OWNED BY THE JACKSON ZOO IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58).

WHEREAS, the Jackson Zoo owns a Kubota L39 Tractor (Kubota Tractor); and

WHEREAS, in August 2022, the Jackson Zoo's Kubota Tractor needed servicing and extensive repairs; and

WHEREAS, the Kubota Tractor was delivered to Jackson Truck Center INC, d/b/a Deviney Equipment, for servicing and repairs; and

WHEREAS, Deviney Equipment serviced and made extensive repairs to the Kubota Tractor; and

WHEREAS, the Jackson Zoo received an invoice for the above-described work from Deviney Equipment totaling Five Thousand Six Hundred Seven Dollars and Fifty-Eight Cents (\$5,607.58); and

WHEREAS, it is in the best interests of the City of Jackson that the above-described servicing and repair work already performed by Deviney Equipment on the Jackson Zoo's Kubota Tractor be ratified and that payment in the amount of Five Thousand Six Hundred Seven Dollars and Fifty-Eight Cents (\$5,607.58) be approved and made to Deviney Equipment for said services.

IT IS HEREBY ORDERED that the servicing and extensive repairs made by Deviney Equipment to the Jackson Zoo's Kubota Tractor is ratified.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

IT IS FURTHER ORDERED that a payment in the amount of Five Thousand Six Hundred Seven Dollars and Fifty-Eight Cents (\$5,607.58) be made to Deviney Equipment from account no. 390-498.00-6464 for providing the above-described services.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

* * * * *

ORDER REQUESTING AUTHORIZATION TO RENEW A ONE (1) YEAR COMMERCIAL PEST CONTROL SERVICES AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE LLC AND THE CITY OF JACKSON PARKS AND RECREATION DEPARTMENT FOR SEVENTEEN (17) PARKS AND RECREATION FACILITIES.

WHEREAS, the City of Jackson Department of Parks and Recreation takes great pride in the care and maintenance of its park facilities. As part of the care and maintenance of said facilities and to ensure that our patrons are safe and can partake in a pleasing and enjoyable recreational experience, the Department of Parks and Recreation obtains year-round commercial pest control services; and

WHEREAS, the Department of Parks and Recreation is requesting to renew its agreement with Integrated Pest Control Maintenance LLC to provide a variety of commercial pest control services to seventeen (17) Parks and Recreation facilities, shown in detail in the table below; and

Pest Control Service Locations	Account Number	Bi-Monthly Fee	Monthly Fee
(01) Parks and Recreation Administrative Office	005.501.10.6419	\$45.00	\$0
(02) Park Maintenance Facility	005.504.10.6419	\$40.00	\$0
(03) Mynelle Gardens (includes house)	005-504.80-6419	\$84.00	\$0
(04) Battlefield Park Community Center	005-501.25-6419	\$40.00 (4)	\$0

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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(05) Grove Park Community Center (06) Jayne Avenue Community Center (07) Vergy P. Middleton Community Center		<u>\$160.00</u>	
(08) Champion Gymnasium (09) Kurts Gymnasium (10) Medgar Evers Gymnasium (11) Sykes Gymnasium (12) Westside Gymnasium	005-501.26-6419	\$40.00 (5) <u>\$200.00</u>	<u>\$0</u>
(13) Grove Park Municipal Golf Course (14) Pete Brown Golf Facility	005-504.30-6419	\$65.00 (2) <u>\$130.00</u>	<u>\$0</u>
(15) Dorothy Vest Tennis Center (16) Tennis Center South	005-501.40-6419	\$34.00 (2) <u>\$68.00</u>	<u>\$0</u>
(17) The Jackson Zoo	390-498.00-6419	<u>\$0</u>	<u>\$618.00</u>
Total Bi-Monthly Service Fees		<u>\$727.00</u>	
Total Monthly Service Fees			<u>\$618.00</u>

WHEREAS, Integrated Pest Control Maintenance LLC is a Mississippi domiciled LLC, currently in good standing with the Mississippi Secretary of State’s Office, created pursuant to the laws of the State of Mississippi on March 28, 2012; and

WHEREAS, the Department of Parks and Recreation is requesting for Integrated Pest Control Maintenance LLC to provide commercial pest control services for a period of one (1) year, as detailed in the table above, commencing from the date of execution of this agreement by the Mayor of the City of Jackson; and

WHEREAS, the Department of Parks and Recreation believes that it is in the best interests of the City of Jackson to renew this commercial pest control services agreement with Integrated Pest Control Maintenance LLC as detailed in the table above.

IT IS, THEREFORE, ORDERED that the Integrated Pest Control Maintenance LLC pest control services agreement is accepted and renewed for a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson at seventeen (17) City of Jackson Parks and Recreation facilities (as detailed in the table above).

IT IS FURTHER ORDERED that the commercial pest control services payment agreement schedule (listed in detail in the table above) is accepted and said payments are authorized from the referenced account numbers.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the commercial pest control services agreement as detailed above along with any other document(s) that are needed to effectuate said pest control services that are to be provided by Integrated Pest Control Maintenance LLC.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED.

WHEREAS, on December 6, 2022, the Jackson City Council approved an Order “Accepting the Bid of Yamaha Golf-Car Company with Vantage Tag Systems for the Lease of Sixty-Five (65) New Fuel Injected Golf Carts and Two (2) New Fuel Injected Utility Cars with GPS Tracking Systems for the Department of Parks and Recreation” (Previous Order); and

WHEREAS, the Previous Order combined the monthly payment for the GPS units with the monthly payment for the golf carts into one monthly payment; and

WHEREAS, the Previous Order stated that the monthly price for sixty-five (65) golf carts with GPS units would total Five Thousand Five Hundred Thirty-Six Dollar and Five Cents (\$5,536.05); and

WHEREAS, the Parks and Recreation Department received contracts from Yamaha Golf-Car Company and Vantage Tag Systems for execution by the Mayor; and

WHEREAS, the monthly price contained in the Yamaha Golf-Car Company contract for the sixty-five (65) golf carts totals Four Thousand Five Hundred Twenty-Eight Dollars and Fifty-Five Cents (\$4,528.55); and

WHEREAS, the monthly price contained in the Vantage Tag Systems contract for the GPS units totals One Thousand Seven Dollars and Fifty Cents (\$1,007.50); and

WHEREAS, the combined total of the two monthly totals listed above equals Five Thousand Five Hundred Thirty-Six Dollars and Five Cents (\$5,536.05), which is the total monthly amount for the sixty-five (65) golf carts with GPS units that the City Council approved in its Previous Order; and

WHEREAS, the Previous Order did not authorize the Mayor to execute a contract with Vantage Tag Systems; and

WHEREAS, no other items need to be amended in the Previous Order; and

WHEREAS, it is in the best interests of the City of Jackson that the Previous Order be amended to show that the GPS units that will be installed in the sixty-five (65) golf carts as discussed above will be provided by Vantage Tag Systems at a total monthly cost of One Thousand Seven Dollars and Fifty Cents (\$1,007.50); and

WHEREAS, it is in the best interests of the City of Jackson that the Mayor be authorized to execute an agreement with Vantage Tag Systems for the GPS units that will be installed in the sixty-five (65) golf carts as discussed in the Previous Order.

IT IS HEREBY ORDERED that the Previous Order be amended to show that the GPS units that are being installed in the sixty-five (65) Yamaha golf carts are being provided by Vantage Tag Systems at a total monthly cost of One Thousand Seven Dollars and Fifty Cents (\$1,007.50).

IT IS FURTHER ORDERED that a separate monthly payment to Vantage Tag Systems in the amount of One Thousand Seven Dollars and Fifty Cents (\$1,007.50) is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements needed in order to effectuate this Amended Order as well as the Previous Order with Yamaha Golf-Car Company and with Vantage Tag Systems.

IT IS FURTHER ORDERED that the Previous Order, excepting the changes made herein, remains unchanged.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

* * * * *

ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD’S GOLF & TURF LLC FOR FORTY-EIGHT (48) MONTHS THROUGH PNC EQUIPMENT FINANCE LLC FOR MAINTENANCE OF GOLF GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00).

WHEREAS, pursuant to the Jackson City Council’s vote approving the following, which occurred on February 19, 2019, the City of Jackson leased a Smithco 7580 – Ultra Greens Roller (Greens Roller) – from Ladd’s Golf & Turf LLC (Ladd’s) for forty-eight (48) months through PNC Equipment Finance LLC (PNC Equipment); and

WHEREAS, the forty-eight (48) month lease for the Greens Roller expired on March 19, 2023; and

WHEREAS, the lease agreement mentioned above contained a buyout clause for the Greens Roller that would become effective at the end of the lease term for an amount of Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the City of Jackson Parks and Recreation Department has used and continues to use the Greens Roller for the maintenance of golf greens at the Pete Brown Golf Facility, said Greens Roller still being in good operating condition; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to purchase the Greens Roller for continued and future use at the Pete Brown Golf Facility; and

WHEREAS, Ladd’s provided the City of Jackson Parks and Recreation Department with an invoice to purchase the equipment for Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the City of Jackson Parks and Recreation Department is requesting approval to purchase the Greens Roller for the price of Seven Thousand Dollars (\$7,000.00); and

WHEREAS, it is in the best interests of the City of Jackson that the Parks and Recreation Department be given approval to purchase the Greens Roller as the device is still in good working condition and the price is reasonable and fair.

IT IS HEREBY ORDERED that the purchase of the above-described Greens Roller from Ladd’s in the amount of Seven Thousand Dollars (\$7,000.00) from account number 005.504.30-

6876 is approved and the Mayor is authorized to execute any document(s) needed to effectuate the purchase of the Greens Roller.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC. FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES.

WHEREAS, Security & Integrated Systems Support Inc. (Security Systems Support) has been providing security monitoring services for the past seven (7) years for the City of Jackson Parks and Recreation Department; and

WHEREAS, Security Systems Support provides security monitoring services at the Dorothy Vest (Battlefield) Tennis Center, Tennis Center South, and Mynelle Gardens; and

WHEREAS, Security Systems Support provides this security monitoring service at the monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for each facility; and

WHEREAS, Security Systems Support will continue to monitor Dorothy Vest (Battlefield) Tennis Center at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Tennis Center South at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Mynelle Gardens at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, the grand total for six-months' of security monitoring at the above-listed facilities is Three Hundred Ninety-Five Dollars and Ten Cents (\$395.10); and

WHEREAS, Security Systems Support is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on July 17, 2000; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to continue partnering with Security Systems Support to ensure the safety of the city-owned facilities described above; and

WHEREAS, it is in the best interests of the City of Jackson that the above-mentioned city-owned facilities continue receiving security monitoring services from Security Systems Support.

IT IS HEREBY ORDERED that the above-described security monitoring services provided by Security Systems Support is approved and future payments to Security Systems Support for their security monitoring services is also approved.

IT IS FURTHER ORDERED that payment in the amount of Two-Hundred Sixty-Three Dollars and Forty Cents (\$263.40) be made to Security Systems Support from account no. 005.501.26-6419 for providing (6) months of security monitoring services at the Dorothy Vest (Battlefield) Tennis Center and the Tennis Center South facilities.

IT IS FURTHER ORDERED that payment in the amount of One-Hundred Thirty-One Dollars and Seventy Cents (\$131.70) be made to Security Systems Support from account no. 005.504.80-6420 for providing (6) months of security monitoring services at Mynelle Gardens.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Security Systems Support.

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

President Banks recognized **Abram Muhammad**, Deputy Director of Parks and Recreation, who provided a brief overview of said item.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO PENNINGTON & TRIM ALARM SERVICES INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THE JACKSON ZOO GIFT SHOP.

WHEREAS, Pennington & Trim Alarm Services Inc. (Pennington & Trim) has been providing security monitoring services for the past five (5) years for the City of Jackson Parks and Recreation Department; and

WHEREAS, Pennington & Trim provides monthly security monitoring services at the Jackson Zoo Gift Shop at the rate of Forty-Two Dollars (\$42.00); and

WHEREAS, Pennington & Trim will continue to monitor the Jackson Zoo Gift Shop at a monthly rate of Forty-Two Dollars (\$42.00) for the next six (6) months for a total of Two Hundred Fifty-Two Dollars (\$252.00); and

WHEREAS, Pennington & Trim is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on December 11, 1987; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to continue partnering with Pennington & Trim to ensure the safety and security of the Jackson Zoo Gift Shop; and

WHEREAS, it is in the best interests of the City of Jackson that the Jackson Zoo Gift Shop continue receiving security monitoring services from Pennington & Trim.

IT IS HEREBY ORDERED that the security monitoring services described above provided by Pennington & Trim is approved and future payments to Pennington & Trim for said security monitoring services is also approved.

IT IS FURTHER ORDERED that payment in the amount of Two Hundred Fifty-Two Dollars (\$252.00) be made to Pennington & Trim from account no. 390.498.00-6419 for providing six (6) months of security monitoring services at the Jackson Zoo Gift Shop.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Pennington & Trim.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

President Banks recognized **Council Member Lindsay** who moved, seconded by **Vice President Lee** to reconsider Agenda Item No. 24. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

* * * * *

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

ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES.

WHEREAS, Security & Integrated Systems Support Inc. (Security Systems Support) has been providing security monitoring services for the past seven (7) years for the City of Jackson Parks and Recreation Department; and

WHEREAS, Security Systems Support provides security monitoring services at the Dorothy Vest (Battlefield) Tennis Center, Tennis Center South, and Mynelle Gardens; and

WHEREAS, Security Systems Support provides this security monitoring service at the monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for each facility; and

WHEREAS, Security Systems Support will continue to monitor Dorothy Vest (Battlefield) Tennis Center at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Tennis Center South at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Mynelle Gardens at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, the grand total for six-months' of security monitoring at the above-listed facilities is Three Hundred Ninety-Five Dollars and Ten Cents (\$395.10); and

WHEREAS, Security Systems Support is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on July 17, 2000; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to continue partnering with Security Systems Support to ensure the safety of the city-owned facilities described above; and

WHEREAS, it is in the best interests of the City of Jackson that the above-mentioned city-owned facilities continue receiving security monitoring services from Security Systems Support.

IT IS HEREBY ORDERED that the above-described security monitoring services provided by Security Systems Support is approved and future payments to Security Systems Support for their security monitoring services is also approved.

IT IS FURTHER ORDERED that payment in the amount of Two-Hundred Sixty-Three Dollars and Forty Cents (\$263.40) be made to Security Systems Support from account no. 005.501.26-6419 for providing (6) months of security monitoring services at the Dorothy Vest (Battlefield) Tennis Center and the Tennis Center South facilities.

IT IS FURTHER ORDERED that payment in the amount of One-Hundred Thirty-One Dollars and Seventy Cents (\$131.70) be made to Security Systems Support from account no. 005.504.80-6420 for providing (6) months of security monitoring services at Mynelle Gardens.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Security Systems Support.

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

President Banks recognized **Council Member Lindsay** and **Vice President Lee** who withdrew their motion and second. Said item would be table until later in the meeting.

ORDER RATIFYING ROOF REPLACEMENT PERFORMED AT THE PETE BROWN GOLF FACILITY CLUBHOUSE AND APPROVING PAYMENT FOR SAID ROOF REPLACEMENT TO FOUR SEASONS ENTERPRISE LLC IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00).

WHEREAS, the City owned Pete Brown Golf Facility Clubhouse had several roof leaks that needed immediate repair due to the damaging effects and safety hazards caused by water intruding into the Clubhouse; and

WHEREAS, pursuant to Mississippi Code Section 31-7-13(b), the Director of the Parks and Recreation Department requested quotes from Four Seasons Enterprise LLC (Four Seasons) and Delta Sunrise Construction Company (Delta Sunrise) for the repair/replacement of the Clubhouse's roof; and

WHEREAS, Four Seasons responded with a quote, which included a two (2) year rain warranty, totaling Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00); and

WHEREAS, Delta Sunrise responded with a quote, which did not include a rain warranty, totaling Twenty-Three Thousand Four Hundred Thirty-Six Dollars (\$23,436.00); and

WHEREAS, the Parks and Recreation Director chose to go with the lowest quote provided by Four Seasons in the amount of Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00) which included the two (2) year rain warranty, removal and replacement of approximately sixty-three (63) squares of shingles, nails, plumbing boots, and disposal of the damaged roofing materials; and

WHEREAS, the Parks and Recreation Department received Purchase Order number 23001386 on June 6, 2023, and forwarded said Purchase Order to Four Seasons so that work could begin on the Clubhouse roof replacement; and

WHEREAS, Four Seasons, pursuant to the acceptance of its quote and the Purchase Order, performed the Clubhouse roof replacement as described above on June 7th and 8th, 2023; and

WHEREAS, Four Seasons is a limited liability company, currently in good standing with the Mississippi Secretary of State, formed pursuant to the Laws of the State of Mississippi on June 2, 2004; and

WHEREAS, Four Seasons had, at the time of the Clubhouse's roof replacement, and currently has, a Certificate of Liability Insurance on file with the City of Jackson; and

WHEREAS, the Parks and Recreation Department received invoice no. 2023-09-06 for the above-described Clubhouse roof replacement from Four Seasons in the amount of Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00); and

~~**WHEREAS**, the invoice received from Four Seasons included a work description showing the work that Four Seasons performed in the replacement of the Clubhouse roof including: purchasing and replacing approximately sixty-three (63) squares of shingles, nails, plumbing boots, and disposal of the damaged roofing materials; and~~

WHEREAS, it is in the best interests of the City of Jackson that the above-described Clubhouse roof replacement that has already been performed by Four Seasons be ratified and that

payment in the amount of Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00) be approved and made to Four Seasons.

IT IS HERBY ORDERED that the Clubhouse roof replacement already performed by Four Seasons is ratified and that payment in the amount of Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00) for said roof replacement is approved.

IT IS FURTHER ORDERED that a payment in the amount of Twenty-One Thousand Nine Hundred Eight Dollars (\$21,908.00) be made to Four Seasons from account no. 404-501.33-6419 for the above-described Clubhouse roof replacement.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks.

Abstentions – Hartley and Stokes.

Absent – None.

President Banks requested that Agenda Item No. 24 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES.

WHEREAS, Security & Integrated Systems Support Inc. (Security Systems Support) has been providing security monitoring services for the past seven (7) years for the City of Jackson Parks and Recreation Department; and

WHEREAS, Security Systems Support provides security monitoring services at the Dorothy Vest (Battlefield) Tennis Center, Tennis Center South, and Mynelle Gardens; and

WHEREAS, Security Systems Support provides this security monitoring service at the monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for each facility; and

WHEREAS, Security Systems Support will continue to monitor Dorothy Vest (Battlefield) Tennis Center at a monthly rate of Twenty-One Dollars and Ninety-Five Cents

(\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Tennis Center South at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, Security Systems Support will continue to monitor Mynelle Gardens at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

WHEREAS, the grand total for six-months' of security monitoring at the above-listed facilities is Three Hundred Ninety-Five Dollars and Ten Cents (\$395.10); and

~~**WHEREAS**, Security Systems Support is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on July 17, 2000; and~~

WHEREAS, the City of Jackson Parks and Recreation Department would like to continue partnering with Security Systems Support to ensure the safety of the city-owned facilities described above; and

WHEREAS, it is in the best interests of the City of Jackson that the above-mentioned city-owned facilities continue receiving security monitoring services from Security Systems Support.

IT IS HEREBY ORDERED that the above-described security monitoring services provided by Security Systems Support is approved and future payments to Security Systems Support for their security monitoring services is also approved.

IT IS FURTHER ORDERED that payment in the amount of Two-Hundred Sixty-Three Dollars and Forty Cents (\$263.40) be made to Security Systems Support from account no. 005.501.26-6419 for providing (6) months of security monitoring services at the Dorothy Vest (Battlefield) Tennis Center and the Tennis Center South facilities.

IT IS FURTHER ORDERED that payment in the amount of One-Hundred Thirty-One Dollars and Seventy Cents (\$131.70) be made to Security Systems Support from account no. 005.504.80-6420 for providing (6) months of security monitoring services at Mynelle Gardens.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Security Systems Support.

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

President Banks recognized **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR PRO HOUSING PATHWAYS TO REMOVE OBSTACLES GRANT THAT WILL PROVIDE FUNDING FOR COMMUNITIES TO IDENTIFY AND REMOVE BARRIERS TO AFFORDABLE HOUSING AND HOUSING PRODUCTION AND PRESERVATION.

WHEREAS, the overarching purpose of the Pathways to Removing Obstacles to Housing (PRO Housing) Grant is to provide funding to communities to support housing preservation and production and remove affordable housing barriers; and

WHEREAS, the City of Jackson's Department of Planning and Development will be applying for this grant through the U.S. Department of Housing and Urban Development; and

WHEREAS, applicants are not required to provide a match or cost sharing of requested grant funds; and

WHEREAS, the City will be seeking to secure up to \$10,000,000 in grant funds to support affordable housing production and preservation in West Jackson.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents and agreements necessary to apply for, and if awarded, to accept and administer the U.S. Department of Housing and Urban Development's PRO Housing Grant.

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

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

Nays – None.

Abstention – Hartley.

Absent – None.

ORDER ACCEPTING THE QUOTE OF VEHICLE TECHNICAL CONSULTANTS INC. AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AND RELATED DOCUMENTS WITH VEHICLE TECHNICAL CONSULTANTS INC. TO PROIVE TRANSIT FLEET TURNOVER INSPECTION.

WHEREAS, the City of Jackson (“City”) has determined that it is in the City’s best interest to seek a professional company for the transit fleet turnover inspection of the City’s public transit system; and

WHEREAS, on October 24, 2023, the Department of Planning and Development, through its Transit Division, issued a Request for Quotes seeking a qualified contractor to provide transit fleet turnover inspection; and

WHEREAS, in response to the Request for Quotes, the Transit Division received a response from two (2) companies qualified to provide the work and materials necessary for the transit fleet turnover inspection; and

WHEREAS, the quote of Vehicle Technical Consultants Inc, Inc. in the amount of thirty-four thousand nine hundred and ten dollars (\$34,910.00) was the lowest and most responsive and responsible; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a purchase order and related documents with Vehicle Technical Consultants Inc. to supply all labor and materials necessary to provide transit fleet turnover inspection of the City’s public transportation system at a cost not to exceed thirty-four thousand nine hundred and ten dollars (\$34,910.00); and

WHEREAS, the Federal Transit Administration will pay eighty percent (80%) of the cost or twenty-seven thousand nine hundred and twenty-eight dollars (\$27,928.00), and the remaining twenty percent (20%) of the cost or six thousand nine hundred and eighty-two dollars (\$6,982.00) will be paid from the Transit Division’s FY2024 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Vehicle Technical Consultants Inc. to supply all labor and materials necessary to provide fleet turnover inspection of the City’s public transportation system at a cost not to exceed thirty-four thousand nine hundred and ten dollars (\$34,910.00), with eighty percent (80%) of the cost or twenty-seven thousand nine hundred and twenty-eight dollars (\$27,928.00) to be paid by the Federal Transit Administration and twenty percent (20%) or six thousand nine hundred and eighty-two dollars (\$6,982.00) to be paid from the Transit Division’s FY2024 Budget.

~~Council Member Lindsay~~ moved adoption; ~~Council Member Grizzell~~ seconded. ---

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

* * * * *

There came on for consideration, Agenda Item No. 30:

ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT. **President Banks** stated said item would be referred to the Planning and Development Committee.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON’S DOING BUSINESS WITH THE CITY INFORMATION AND NETWORKING RECEPTION ON DECEMBER 7, 2023, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND EIGHTY CENTS.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, in an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) entered into a Memorandum of Understanding (MOU) with the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI); and

WHEREAS, this strategic partnership allows the City to share and exchange resources with NLC-SCEI, thus enhancing the effectiveness of our business outreach efforts to bring minority sub-contractors to the table to learn about City contracting opportunities and Procurement Protocols to obtain said contracts; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, proposed that the City of Jackson host a one-day networking event at the Jackson Convention Complex (“JCC”) to provide space for the execution of sessions and workshops focusing on “City Contracting and Procurement Opportunities” on Thursday, December 7, 2023, from 6 p.m. to 9 p.m.; and

WHEREAS, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, recommends that the City of Jackson execute an event license agreement

with Capital City Convention Center Commission, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, that will contain the following provisions; and

WHEREAS, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, intending to be legally bound, hereby agree as follows License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent; and

WHEREAS, Capital City Convention Center Commission with its offices located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, will not charge the City a fee to use portions of the JCC, but will charge Six Thousand Two Hundred and Twenty-Six Dollars and Eighty cents \$6,226.80 for security, food/beverage and audio/video.

IT IS, HEREBY, ORDERED that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex to host the “Doing Business with the City” Information and Networking Event on December 7, 2023.

IT IS FURTHER ORDERED that the Department of Planning and Development is authorized to pay Six Thousand Two Hundred and Twenty-Six Dollars and Eighty cents \$6,226.80 for security, food/beverage and audio/video for the event.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development**, and **Catoria Martin, City Attorney**, who provided a brief overview of said item.

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

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

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

ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON’S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO.

WHEREAS, the City of Jackson, Mississippi, Office of Planning and Development desires the use of the Hilton Garden Inn Jackson/Downtown to hold its NLC SCEI Community Engagement Networking Reception; and

WHEREAS, the City of Jackson, Mississippi recognizes that networking for the minority business community is a needed tool to increase capacity; and **WHEREAS**, the City of Jackson also recognizes the importance of providing a platform to discuss procurement processes and equity inclusion; and

WHEREAS, the cost to use the facility along with providing breakfast, snacks, and lunch totaled \$7,631.10; and

WHEREAS, the City of Jackson received sponsorship for \$3,780.59 of the \$7,631.10 cost; and

WHEREAS, the City of Jackson's final cost is \$3,852.51; and

IT IS, THEREFORE, ORDERED that the event services rendered by Hilton Garden Inn Jackson/Downtown for the success and impact of the City of Jackson NLC SCEI Community Engagement Network Reception to bring awareness to the disparity in minority inclusion in the procurement process and resources for the City of Jackson are hereby ratified.

IT IS FURTHER ORDERED that the City is authorized to remit payment in the amount of \$3,852.51 for services rendered.

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

WHEREAS, on August 4, 2020, Minute Book 6R, page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at a total cost not to exceed \$399,576.00; and

WHEREAS, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan; and

WHEREAS, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete

and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-one thousand seven hundred and eighty-two dollars (\$461,782.00); and

WHEREAS, on December 6, 2022, Minute Book 6W, page 426-427, the governing authorities authorized the Mayor to execute Extension#3 with Connetics Transportation Group to conduct a transportation plan study of the City’s public transit system at no additional cost to extend the time needed to complete the transit study plan; and

WHEREAS, Connetics Transportation Group experienced a delay in getting all procurements completed for signage, apps, GTFS data, and finalizing run cutting; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Connetics Transportation Group until the implementation of the new transit network; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to implement the new transit network for an additional twelve (12) months expiring on December 31, 2024.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Connetics Transportation Group the three hundred thirty-three thousand two hundred and thirty dollars and twenty-three cents (\$333,230.23) remaining from Extension#2 agreement to complete and implement the bus network plan for Jackson Public Transportation System.

Council Member Hartley moved adoption.

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

ORDER AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION TO THE CONTRACT OF GCW PAVEMENT SERVICES FOR THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson, Mississippi entered into a contract with GCW Pavement Services on May 20, 2022 for the Bus Stop Improvement Program of the Jackson Public Transportation System (JTRAN); and

WHEREAS, a final inspection was held by Michael Baker International, Department of Public Works, and Transit Services, and Transit Services recommends acceptance of the project; and

WHEREAS, Transit Services recommends final payment in the amount of forty-nine thousand four hundred sixty-six dollars and fifty-two cents (\$49,466.52) to GCW Pavement Services; and

WHEREAS, the bonding company, Old Republic Surety Company, surety on performance of the said contract has authorized release and payment of all monies due under said contract.

IT IS, THEREFORE, ORDERED that the City make final payment in the amount of forty-nine thousand four hundred sixty-six dollars and fifty-two cents (\$49,466.52) with eighty percent (80%) of the cost or thirty-nine thousand seven hundred seventy-three dollars and twenty-two cents (\$39,573.22) to be paid by the Federal Transit Administration and twenty percent (20%) or nine thousand eight hundred ninety-three dollars and thirty cents (\$9,893.30) from local match from FY2023 Transit Budget and release all securities held to GCW Pavement Services for all the work completed and materials furnished under this contract and that the Municipal Clerk publish the Notice of Completion of the Bus Stop Improvement Program.

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

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

President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Grizzell** to reconsider Agenda Item No. 32. The motion prevailed by the following vote:

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

Note: Council Member Grizzell left the meeting in-person and joined via teleconference.

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

ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON’S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO.

WHEREAS, the City of Jackson, Mississippi, Office of Planning and Development desires the use of the Hilton Garden Inn Jackson/Downtown to hold its NLC SCEI Community Engagement Networking Reception; and

WHEREAS, the City of Jackson, Mississippi recognizes that networking for the minority business community is a needed tool to increase capacity; and **WHEREAS**, the City of Jackson also recognizes the importance of providing a platform to discuss procurement processes and equity inclusion; and

WHEREAS, the cost to use the facility along with providing breakfast, snacks, and lunch totaled \$7,631.10; and

WHEREAS, the City of Jackson received sponsorship for \$3,780.59 of the \$7,631.10 cost; and

WHEREAS, the City of Jackson's final cost is \$3,852.51.

IT IS, THEREFORE, ORDERED that the event services rendered by Hilton Garden Inn Jackson/Downtown for the success and impact of the City of Jackson NLC SCEI Community Engagement Network Reception to bring awareness to the disparity in minority inclusion in the procurement process and resources for the City of Jackson are hereby ratified.

IT IS FURTHER ORDERED that the City is authorized to remit payment in the amount of \$3,852.51 for services rendered.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development**, and **Catoria Martin, City Attorney**, who provided a brief overview of said item.

President Banks recognized **Safiya Omari, Chief of Staff**, who provided a brief overview of said item.

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

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

Nays – None.

Abstentions – Grizzell and Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3/FINAL TO THE CONTRACT OF HEMPHILL

CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCING ONE-YEAR WARRANTY FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET).

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the West Capitol Street from Boling Street to Prentiss Street; and

WHEREAS, Change Order No. 3/Final increases the contract amount by \$42,429.68 due to the addition of an open cut sewer connection across Capitol St for one apartment complex and the addition of two curb ramps inadvertently omitted from the plans; and

WHEREAS, a final inspection was held by the Department of Public Works and the Department recommends acceptance of the project; and

WHEREAS, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 3/Final and authorize final payment in the amount of \$45,753.28 to Hemphill Construction Company, Inc.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute Change Order No. 3/Final to the Contract with Hemphill Construction Company, Inc. for the West Capitol Improvement Project, increasing the contract amount by \$42,429.68, for a final contract amount of \$8,191,969.01 and authorize final payment in the amount of \$45,753.28 to Hemphill Construction Company, Inc.

IT IS FURTHER ORDERED that all securities held in lieu of retainage be returned to Hemphill Construction Company, Inc., that the one-year warranty shall commence effective September 1, 2023, and that the Municipal Clerk shall publish the Notice of Completion of the West Capitol Improvement Project.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK.

WHEREAS, the Department of Public Works is in need of tree cutting services to remove three, large trees from City rights-of-way due to the hazard they pose to vehicles and pedestrians using the City rights-of-way; and

WHEREAS, Evans Tree Service LLC has submitted a quote to remove a single pine tree with a double top cut located at 5925 White Stone Drive, haul off the debris, and grind the stump for a total price of \$1,800.00; and

WHEREAS, Evan Tree Service LLC has submitted a quote to remove a single live oak located at Grand and Roseneath Streets, haul off the debris, and grind the stump for a total price of \$2,800.00; and

WHEREAS, the Department of Public Works solicited quotes for removal of an oak tree located at 1028 Madison Street and received two quotes; and

WHEREAS, Professional Grade Lawn Services submitted the lowest quote to remove the oak tree located at 1028 Madison Street, cut the tree as low as possible, and haul off the debris for a total price of \$6,700.00.

WHEREAS, the Department of Public Works recommends that the City accept all three quotes to performed the tree removal identified in each quote.

IT IS, THEREFORE, ORDERED that the following quotes are accepted:

Evans Tree Service LLC to remove a single pine tree with a double top cut located at 5925 White Stone Drive, haul off the debris, and grind the stump for a total price of \$1,800.00

Evan Tree Service LLC to remove a single live oak located at Grand and Roseneath Streets, haul off the debris, and grind the stump for a total price of \$2,800.00

Professional Grade Lawn Services to remove the oak tree located at 1028 Madison Street, cut the tree as low as possible, and haul off the debris for a total price of \$6,700.00.

IT IS FURTHER ORDERED that payment to each vendor in the amount of the quote is authorized upon completion of the work.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

386

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain necessary repair services necessary to the operation and maintenance of the City's buildings; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary repair services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repair services set forth in certain invoices attached hereto were provided for the City's buildings; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed repair services from these vendors.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing	\$1,891.75
Cooper's Lock & Key Service, LLC	\$450.00
Johnson Controls	\$1,509.20
Hardison Enterprises.	\$4,970.00
Brandon Service Company	\$270.00
Total	\$9,090.95

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

387

001.453 00.646

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
Hood Bldg
200 South President Street
Jackson, MS, 39201

INVOICE # 1013882-1
DATE 10/13/2023
DUE DATE 11/12/2023
TERMS Net 30

P.O. NUMBER
77240032

SALES REP
Shawn & Dre

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/16/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
10/16/2023	K 50	K 50	1	15.00	15.00T

Hood Bldg
200 South President Street
Jackson, MS, 39201
Ren k50 in sink in men's bathroom on third floor. Tested and draining good

SUBTOTAL 231.00
TAX 0.00
TOTAL 231.00
BALANCE DUE **\$231.00**

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

388

001.407.00.6314

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
Legal Department
455 East Capitol Street
Jackson, MS, 39201

INVOICE # 1013888-1
DATE 10/13/2023
DUE DATE 11/12/2023
TERMS Net 30

P.O. NUMBER
77240039

SALES REP
Shawn & Dre

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/16/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
10/16/2023	Custom	Parts and materials	1	25.00	25.00T

Legal Department
455 East Capitol Street
Jackson, MS, 39201

Pulled toilet and found that flange was broken. Made repair with repair flange and reset toilet. Tested and not leaking

SUBTOTAL 241.00
TAX 0.00
TOTAL 241.00
BALANCE DUE **\$241.00**

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

389

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
4225 Michael Avalon Street
Jackson, MS, 39213

INVOICE # I013820-2
DATE 10/17/2023
DUE DATE 11/18/2023
TERMS Net 30

P.O. NUMBER
77240017

SALES REP
Chuck & Shane

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/06/2023	Service Call	Service Call - Service - Repair	2	108.00	216.00T
10/06/2023	Custom	Long gated tank type toilet	1	225.00	225.00T
10/06/2023	Custom	Wax ring and closet bolts	1	6.75	6.75T

4225 Michael Avalon Street
Jackson, MS, 39213
replaced (1) toilet in middle stall only
(Job is complete)

SUBTOTAL	447.75
TAX	0.00
TOTAL	447.75
BALANCE DUE	\$447.75

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

390

001.441 70 64 67

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbnct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
Fire Station #19
5810 Ridgewood Road
Jackson, MS, 39211

INVOICE # 1013935-1
DATE 10/18/2023
DUE DATE 11/17/2023
TERMS Net 30

P.O. NUMBER
77240048

SALES REP
Tyler & Johnson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/18/2023	Custom	City of Jackson - City of Jackson - City of Jackson	2.50	108.00	270.00T
10/18/2023	Custom	UnitedPlumb0690 - SERVICE MACHINES - SERVICE MACHINES K-50/ SINK MACHINE	1	15.00	15.00T

FS19 Ran k50 35 hhl spot at25ft ran cable back and forth through grease in line to unstop. Lines draining good. No warranty.	SUBTOTAL	285.00
	TAX	0.00
	TOTAL	285.00
	BALANCE DUE	\$285.00

DUE UPON COMPLETION
Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.

391

77240040 1001.451.25.6289



COOPER'S LOCK & KEY SERVICE, LLC
130 Richardson Drive
JACKSON, MS 39209
(601) 923-9995
MS LIC. # 15006772
www.cooperslockandkeyllc.com

NAME: <u>CITY OF JACKSON</u>		DATE: <u>10/13/23</u>
LOCATION: <u>MAINTENANCE DEPT</u> <u>SEWER / WATER DEPT</u>		PHONE: _____
QTY.	DESCRIPTION	PRICE
	Service Call	100
	INSTALL REMOVE W/L OPERER FOR NORTH DOOR	350
	STAN ARNOLD SARNOLD@JACKSON, MS. GOV	
	2% ADDED AFTER 30 DAYS.	
<input checked="" type="checkbox"/> UNIFORMED SERVICES ORGANIZATION <input type="checkbox"/> AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.		TOTAL MATERIALS TOTAL LABOR <input type="checkbox"/> SERVICE CHG. <input type="checkbox"/> TRIP CHG.
GROSS TOTAL: _____		SUBTOTAL: <u>450</u>
ADDRESS: _____		TAX: _____
VEHICLE: _____	PLATE: _____	TOTAL: _____

30118

**WORK ORDER
INVOICE**

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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001.418.10.6317



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131313842801	Invoice Date:	10/17/2023
PO #/Auth:	77240036	Service Request:	1-131301369167
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
MS ARTS CENTER
201 E PASCAGOULA ST DAVIS
PLANETARIUM,
JACKSON MS 39201-4101

Contractor/License Information :

Requested By: Turner Marlin
Phone: 6015739522

Service Requested: Site Jackson Municipal Art Center AHU 3 Return Drive is Down and Supply Drive is making noise Contact Bobby at 601-954-7714

Service Provided: Check AHU#3 operation and found overload tripped on return fan VFD. Checked bad noise at AHU and found that sheave bad and grabbing belts causing excessive wear on motor drive bearing. Bobby wants quote to replace motor and sheave.
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
2	Labor	Hour	\$156.00	\$312.00	\$0.00	\$312.00
	10/11/2023 Regular Chiller Heavy					
	Sub-Total			\$312.00	\$0.00	\$312.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$80.00	\$0.00	\$80.00
	Mileage					
25	Mileage	Each	\$1.84	\$46.00	\$0.00	\$46.00
	Sub-Total			\$46.00	\$0.00	\$46.00
	Invoice Sub-Total					\$438.00
	Sales Tax					\$0.00
	Total Due				USD	\$438.00

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131313842801	Invoice Date:	10/17/2023
PO #/Auth:	77240036	Service Request:	1-131301389167
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 867-3608

To Remit Via Credit Card:
Call the phone number listed above.
INVOICE#: 1-131313842801

AMOUNT DUE: USD \$438.00

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730058
DALLAS, TX, 75373-0058
To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #65-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jcl.com

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131330587984	Invoice Date:	10/20/2023
PO #/Auth:	77240041	Service Request:	1-131316263640
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
THALIA MARA HALL
255 E PASCAGOULA ST,
JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 5129705757

Service Requested: PO #: N/A
WO #: N/A
Due: 10/14/2023
Desc : Customer needs assistance with adjusting the temp. It is too hot. They have a show tonight
Svc Hours: Contact POC
Access Requirements: Contact POC in advance with ETA and for access instructions.
Contact: Angie Ladner (512)970-5757
Caller: Angie Ladner (512)970-5757

Service Provided: Found both chillers down. Ch#2 off on oil differential and Ch#1 off on LP/HP/MP. Reset chillers and observed operation. Found that VFD had been put in By-Pass and tower fan running continuously. This may have caused issues with the cooler temps at night and low condensing water. Placed back in Drive position and verified the VFD functioning properly. Observed operation till chilled water temperature was reached and chillers cycled off. Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
4	Labor 10/14/2023 Overtime Chiller Heavy	Hour	\$234.00	\$936.00	\$0.00	\$936.00
	Sub-Total			\$936.00	\$0.00	\$936.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$80.00	\$0.00	\$80.00
	Mileage					
30	Mileage	Each	\$1.84	\$55.20	\$0.00	\$55.20
	Sub-Total			\$55.20	\$0.00	\$55.20
	Invoice Sub-Total					\$1,071.20
	Sales Tax					\$0.00
	Total Due				USD	\$1,071.20

Direct Billing Inquiries: (866) 867-3608

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.

395



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-131330587984 Invoice Date: 10/20/2023
PO #/Auth: 77240041 Service Request: 1-131318263640
Customer WO#: SR Type: L&M
Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 867-3608

To Remit Via Credit Card:
Call the phone number listed above.
INVOICE#: 1-131330587984

AMOUNT DUE: USD \$1,071.20

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068
To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BAC-OTC-BTS-SSNA-Remittance@jcl.com

732400.45

Invoice

HARDISON ENTERPRISES

P.O. Box 22968 Jackson, MS 39225
 Phone :901-941-7671, 601-865-4379
 Email: cdharden@hardisontax.com

Date 10/18/2023
 Invoice #102023G

City of Jackson
 City Hall Brick Patio
 218 President St
 Jackson, MS

Salesperson	Job	PO#	Due Date
	Brick patio walking area		
Description			Total
Repair 16 damaged area on brick walkway			
Remove as needed and replace brick pavers at damaged areas			
Provide labor and materials			
Provide 1000 brick to department for storage			
Labor and Materials			
Subtotal			
Deposit			
Bal at Completion			
Total			\$4,970.00


 Hardison Enterprises & Date

 Property Associate & Date

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

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DATE	10/20/2023 -
TECH(S)	Jason, Logan
JOB #	215883
PO #	
PAYMENT	

CUSTOMER
JACKSON, CITY OF
Bobby Washington
P. O. BOX 17
JACKSON, MS, 39205
bwashington@jacksonms.gov

SERVICE LOCATION
Police headquarters
327 East Pascagoula Street
Jackson, MS, 39201
bwashington@jacksonms.gov

JOB DETAILS get w/ mr Bobby and do a survey and gather info on boilers and pumps

COMPLETION NOTES October 20
Travel to site and spoke with customer and work that needs to be performed and customer would like pricing on several projects

Description	Qty	Rate	Total
Labor	2.00	\$120.00	\$240.00
MILEAGE	30.00	\$1.00	\$30.00

SUB-TOTAL: \$270.00 **TIME & LABOR:** \$0.00 **EXPENSES:** \$0.00 **PMTS/DEPS:** \$0.00 **TOTAL DUE:** \$270.00

CUSTOMER MESSAGE **PRE-WORK SIGNATURE** **POST-WORK SIGNATURE**

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

398

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
Legal Department
455 East Capitol Street
Jackson, MS, 39201

INVOICE # 1013950-1
DATE 10/23/2023
DUE DATE 11/22/2023
TERMS Net 30

P.O. NUMBER
77240051

SALES REP
Chuck & Shayne

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/23/2023	Service Call	Repair	3	108.00	324.00T
10/23/2023	Custom	Foam 1x2x2 foam pads	2	12.00	24.00T

455 East Capitol Street
Jackson, MS, 39201
Sealed off all openings on left station to try and eliminate smell
Recommend installing some sort of air freshener in entry doorway
leading to the station
--- No Warranty ---

SUBTOTAL 348.00
TAX 0.00
TOTAL 348.00
BALANCE DUE **\$348.00**

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbot@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS. 39205

SHIP TO
City of Jackson
Police Headquarters
327 East Pascagoula Street
Jackson, MS, 39201

INVOICE # 1013985-1
DATE 10/23/2023
DUE DATE 11/22/2023
TERMS Net 30

P.O. NUMBER
77240052

SALES REP
Chuck & Shayne

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/23/2023	Drain Clean	Service Call	3	108.00	324.00T
10/23/2023	Custom	SERVICE MACHINES K-50/ SINK MACHINE	1	15.00	15.00T

327 East Pascagoula Street Jackson, MS, 39201 Ran k-50 in lavatory sink numerous times to unstop sink and check Checked all toilets on 1st floor and sink All toilets are flushing properly. Lavatory sinks are draining properly. -----No Warranty -----	SUBTOTAL	339.00
	TAX	0.00
	TOTAL	339.00
	BALANCE DUE	\$339.00

DUE UPON COMPLETION
Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

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

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

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

Note: Council Member Grizzell recused himself and left the meeting.

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY’S FEES ON BEHALF OF JACKSON POLICE OFFICER ALBERT TAYLOR, IN THE MATTER OF THE

ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-cv-644- CWR-LGI.

WHEREAS, on September 17, 2018, the Estate of Crystalline Barnes filed a federal civil rights lawsuit against the City of Jackson, Mississippi, Albert Taylor, in his individual capacity, and Rakasha Adams, in her individual capacity from an alleged incident that occurred on or about January 27, 2018; and

WHEREAS, Officers Albert Taylor was sued in his individual capacity; and

WHEREAS, the Office of the City Attorney determined that there was a high risk of a conflict of interest in the representation of Officer Taylor in both his official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Taylor desired to be represented by Counsel, Attorney Francis Springer; and

WHEREAS, Attorney Springer successfully defended Officer Taylor in the litigation of this matter, resulting in a defense verdict by a federal jury; and

WHEREAS, Attorney Springer's hourly rate is \$150.00 per hour, and he incurred attorney's fees in the amount of \$23,985.00 during the entire litigation of this matter.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officer Taylor in the matter of the Estate of Crystalline Barnes vs. City of Jackson, et al. in the amount of \$23,985.00.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – None.

Abstentions – Stokes and Hartley.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH MV TRANSPORTATION. INC FOR THE PROVISION OF OPERATIONS AND

**MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM
(JTRAN) COMMENCING JANUARY 1, 2024.**

WHEREAS, the City of Jackson (City) has determined that it is in the City's best interest to seek a professional management company to operate and maintain the City's public transit system (JTRAN) and is authorized to enter into a contract for the operation and maintenance of said public transportation system; and

WHEREAS, the City issued a Request for Proposal on August 25, 2023 for a transit operator company to provide operations and maintenance of JTRAN and received responses from two transit companies; and

WHEREAS, based on the best value procurement policy, reviewed by the review committee, City staff and administration, MV Transportation, Inc. has been determined to provide the best value in the operations and maintenance of JTRAN for the next four years commencing on January 1, 2024 through December 31, 2027 with three one-year options to be exercised at the future sole discretion of City Council as described in "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the City shall pay MV Transportation, Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09); and

WHEREAS, to ensure that the public transportation services are not interrupted, the transition plan will incorporate the formal transfer of all relevant documents required to establish and maintain MV Transportation, Inc. as the transit operations and maintenance contractor for the City and that MV Transportation, Inc. is authorized to work with Transdev Services Incorporation, Inc. to facilitate the transition of operations to MV Transportation, Inc. control by December 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an Agreement with MV Transportation, Inc. for the provision of Operations and Maintenance of the public transportation system (JTRAN) for a four (4) year period commencing January 1, 2024 through December 31, 2027, with three, one-year options to be exercised upon approval of the City Council.

IT IS FURTHER ORDERED that should an agreement with MV Transportation, Inc. not be executed, that the Mayor is authorized to negotiate and execute an Agreement with Transdev Services Incorporation, Inc., as the second most responsive bidder and shall negotiate a BAFO with Transdev Services Incorporation based on the costs listed on Exhibit A.

IT IS FURTHER ORDERED that the City shall pay MV Transportation, Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred and thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred and forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred and thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand and eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred and seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred and nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09).

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor
THRU: Chloe Dotson, Director Department of Planning & Development
FROM: Christine F. Welch, Deputy Director Office of Transportation *cfw*
DATE: October 20, 2023
RE: Agenda Item for November 7, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with MV Transportation, for the provision of Operations and Maintenance for the public transportation system (JTRAN) for a four-year period commencing January 1, 2024 through December 31, 2027. This agreement provides for three (3) one-year options exercised in the future upon approval of the City Council.

On August 25, 2023, the Department of Planning and Development, Office of Transportation, Transit Services Division, released a Request for Proposals (RFP) for a contractor for the operation and maintenance of the JTRAN system for a four (4) year period with three (3) one-year options. The Transit Services Division is maintaining the current level of service operation of 48,774 annual revenue vehicle service hours for JTRAN fixed route and 50,208 annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of hours and trips by three percent (3%) for each year thereafter.

The City is looking to the proposed Contractor to assist in keeping the transit operations as lean, mean, and efficient and to be mindful of all costs proposed to ensure the future sustainability of the transit program. We desire to collaborate with a company to transform this operation to the next level and to embody their professional philosophy for operation and maintenance of a transit system from day one. The questions asked in the best and final offer (BAFO) to the proposed Contractor was how they can assist the City in meeting that objective in a reasonable and economical manner.

The contractor retained will not be allowed to sub-contract transit operations and maintenance services for the system. The proposed contractor assumes all liability associated with cost and insurance for a fixed monthly cost, plus an hourly variable rate based on a definition.

The City received two proposals from the following companies:

- MV Transportation.
- Transdev Services

The review committee recommended that MV Transportation continue with the best and final offer (BAFO) process based on the high-ranking score and that Transdev Services no longer be considered in the process. The review committee felt that both of the proposed contractors was well qualified to provide the services. However, the critical components were how the proposed contractor's regional management team would support the local team and be able to interact with City staff. Maintenance is our weakest link. The proposed contractor showed an aggressive approach to our Maintenance Plan and demonstrated a cohesive knowledge of the City desire to collaborate with a company to transform this operation to the next level

and to embody their professional philosophy for operation and maintenance of a transit system from day one.

Based on the scoring of the interviewers and review of the proposals, the ranking is as follows:

<u>Company Name</u>	<u>Total Score</u>	<u>Ranking</u>	<u>Overall %</u>
MV Transportation.	984	1 st	84%
Transdev Services	814	2 nd	70%

Since this is a “best value” procurement, the procurement was based on the definition located in FTA Circular 4220.1F, “Third Party Contracting Requirements.

Both of the potential contractors are fully capable and competent to provide JTRAN services, which the review committee took into full consideration prior to recommending their selection choice.

Immediately upon City Council approval, staff along with legal will commence negotiations with MV Transportation to finalize the Agreement. If negotiations fail, staff would commence negotiations with the second-best value proposer, Transdev Services to finalize an Agreement.

Upon signing of the Agreement, the Transit Services staff will start transiting from Transdev Services to MV Transportation. Transit Services staff, Transdev Services and MV Transportation will audit the fleet using a third-party auditor to resolve any equipment deficiencies related to the buses and other non- revenue equipment transitioning. The third-party auditor will provide a cost for all repairs that Transdev Services will be responsible for covering the cost to bring the fleet into a state of good repair.

The existing employees of Transdev Services will have an opportunity to apply for employment with the proposed contractor. Priority hiring is given to the current employees meeting the hiring requirements (CDL, DOT physical, training etc.) of the proposed contractor. A hiring fair will be conducted immediately for existing employees and new potential employees. The proposed contractor will follow the current collective bargaining agreement with ATU Local 1208, until contract expiration.

If you have any questions, please call Christine F. Welch, Deputy Director (601) 960-1909 or e-mail cwelch@jacksonms.gov.

Attachments

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

President Banks recognized **Christine Welch, Deputy Director of Planning and Development,** and **Chloe Dotson, Director of Planning and Development,** who provided a brief overview of said item.

President Banks recognized **Robert Hackett, Senior Vice President of MV Transportation,** who provided a brief overview of said item.

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

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

ORDER AUTHORIZING PAYMENT OF \$36,950.33 TO GRANICUS FOR GRANICUS, INC. FOR ANNUAL MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM.

WHEREAS, the governing authorities passed an order on March 16, 2021, to authorize the Mayor to execute an agreement with Granicus, Inc. for annual maintenance for the agenda management and video system; and

WHEREAS, the appliance provides for an easy way to create, track, and publish agenda items for City Departments and the City Council.

IT IS, THEREFORE, ORDERED that payment be made to Granicus, Inc. for the annual maintenance for the agenda management and video system in the amount of \$36,950.33.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson Technology Fund.

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

President Banks recognized **Shanekia Jordan, Clerk of Council**, who provided a brief overview of said item.

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

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

Note: Council Member Grizzell returned to the meeting.

President Banks recognized **Council Member Stokes** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, Order authorizing the Mayor to execute an interlocal agreement with the Hinds County Board of Supervisors to Provide Funding for Certain Renovations and additions to the Jackson Planetarium. The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS TO PROVIDE FUNDING FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE JACKSON PLANETARIUM.

WHEREAS, Hinds County Board of Supervisors approved an agreement to make improvements to the Jackson Planetarium by funding renovations, additions, a new atrium and new facility entrances in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-131, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing the City of Jackson to accept funding from Hinds County and utilize those funds for the above-referenced improvements; and

WHEREAS, the Department of Human and Cultural Services has reviewed the interlocal agreement and concurs with the funding and work to be performed pursuant to the agreement and finds it to be in the best interest of the citizens of the City of Jackson to enter into this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing the City of Jackson to accept a one-time payment in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to fund certain renovations and additions to the Jackson Planetarium.

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

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

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

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

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

DISCUSSION: 1910 GORDON STREET: President Banks recognized **Kareem Muhammad** from the Community Response Team who announced a training taking place November 10th, 11th, and 12th in conjunction with the Jackson Fire Department to train members of the community to become first responders.

DISCUSSION: JACKSON PUBLIC SCHOOLS: President Banks recognized **Council Member Stokes** who expressed concerns regarding school closures in Jackson Public Schools. Stokes stated no one is listening to the parents or the community speaking out at the meetings. Stokes stated that overcrowding in schools will only cause more problems for students and teachers. Hinds Community College and other business have expressed interest in purchasing old schools from Jackson Public Schools but JPS will not sell the facilities.

There came on for Discussion Agenda Item No. 45:

DISCUSSION: HOMELESS, DISPLACED AND UNHOUSED POPULATION IN JACKSON: President Banks stated discussion would be moved to the next meeting at the request of **Council Member Stokes** and **Council Member Hartley**.

DISCUSSION: OFFICE SPACE: President Banks stated that with the new hires withing the Clerk of Council's Office, office space was a concern because those employees were told they would have to vacate their current space in the basement of City Hall. Banks also expressed concerns regarding the sharing of the second-floor conference room. **President Banks** recognized **Council Member Stokes** who stated a budget amendment may be needed to rent space to house those employees.

There came on for Discussion Agenda Item No. 47:

DISCUSSION: PERSONNEL MATTERS: President Banks stated said item would be held for Executive Session.

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

President Banks stated that all City Council members had received the monthly report of privilege taxes for review.

President Banks recognized **Council Member Stokes** who moved, seconded by **Council Member Foote** to go into Closed Session to regarding “Personnel Matters”. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Personnel Matters”.

During Closed Session, **Council Member Stokes** moved, seconded by **Council Member Lindsay** to go into Executive Session regarding “Personnel Matters – Clerk of Council”. The motion prevailed by the following vote:

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

President Banks announced that the Council would go into Council only Executive Session regarding “Personnel Matters”.

Council Member Stokes moved, seconded by **Council Member Foote**, 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 Banks announced to the public that the Council voted to come out of Executive Session and no action was taken.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 7, 2023 10:00 A.M.**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. on November 20, 2023. At 2:22 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

5

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on November 20, 2023, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Sabrina Shelby, Deputy Clerk of Council; Victor Allen, Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Angelique Lee, Council Vice President, Ward 2; Kenneth I. Stokes, Ward 3 and Brian Grizzell, Ward 4.

The meeting was called to order by **President Aaron Banks**.

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4227, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Banks requested that the Clerk read the Order:

ORDER GRANTING EARLENE HULETT OGE A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 4608 OLD BYRAM RD. (PARCEL #871-80), CASE NO. 4227.

WHEREAS, Earlene Hulett Oge has filed a petition for a Use Permit to allow for the placement of manufactured house within a R-1 (Single-Family) Residential District on the property located at 4608 Old Byram Rd. (Parcel #871-80) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on the property at 4608 Old Byram Rd. (Parcel #871-80); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, November 20, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on October 5, 2023 and October 19, 2023 that a hearing had been held by the Jackson City Planning Board on October 25, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity in addition to being in compliance with the Comprehensive Plan and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-1 (Single-Family) Residential District for the property at 4608 Old Byram Rd. (Parcel #871-80) located in the City of Jackson.

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NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Part of the W ½ of NE ¼, Section 6, Township 4 North, Range 1 East, described as follows, to-wit:

Beginning at a point on the South line of the Elton Road, 330 feet measured Easterly along the South line of said road from the point where the same intersects the west line of the W ½ of NE ¼ Section 6, Township 4 North, Range 1 East, which said point is the Northwest corner of the property now, or formerly, owned by Sam Garner, and running thence Westerly along the South line of said road a distance of 330 feet to a point where the same intersects the west line of said W ½ of NE ¼ FOR A DISTANCE OF 403 feet the Northwest corner of that certain property conveyed to Mrs. Lois W. Pinion, by deed recorded in Book 1493, Page 408, of the records of the chancery clerk of Hinds County, of said Mrs. Louis W. Pinion property 330 feet to a point; thence North a distance of 403 feet to the point of beginning.

There is hereby conveyed all of the land property owned by the undersigned and located in the west half (W ½) of Northeast Quarter (NE ¼) of section 6, Township 4 North, Range 1 East, of the First Judicial District of Hinds County, Mississippi.

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on the property located at 4608 Old Byram Rd. (Parcel #871-80). However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established for the placement of a manufactured house and through the Site Plan Review process. The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;
- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the property;
- Permanent water and sewer facilities are available to the site; The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit, documented approval of the unit from the State of Mississippi Fire Marshall's Office must be obtained.

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

President Banks recognized **Earlene Hulett Oge, Applicant**, who spoke in favor of a Use Permit to allow for a manufactured home within a R-1 (Single-Family) Residential District.

There was no opposition from the public.

Thereafter, ~~President Banks~~ called for a vote on said item:-----

Yeas -- Banks, Foote, Hartley and Lindsay.

Nays -- None.

Absent -- Grizzell, Lee and Stokes.

There came on for consideration, Agenda Item No. II, Case No. 4228:

ORDER DENYING KRISTI KIRKWOOD A REZONING FROM R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT TO ALLOW FOR THE CONSTRUCTION OF A TWO FAMILY RESIDENTIAL UNIT FOR THE PROERTY LOCATED AT 0 OLD CANTON RD. (PARCEL 564-16). CASE NO. 4228. President Banks recognized Ester Ainsworth, Zoning Administrator, who stated that said item was being appealed and would be placed on the December 18, 2023 Zoning agenda for consideration.

President Banks recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4229, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Banks requested that the Clerk read the Order:

ORDINANCE GRANTING HARVEY WILLIAMS, SR. A REZONING FROM C80-C3 (GENERAL) COMMERCIAL SUBDISTRICT TO C80-MU (MIXED-USE) SUBDISTRICT TO ALLOW FOR A MIXED-USE DEVELOPMENT WITH A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMUNITY RECREATIONAL CENTER FOR THE PROPERTY LOCATED AT 2901 HWY 80 W (PARCEL 635-35), CASE NO. 4229.

WHEREAS, Harvey Williams, Sr. has filed a petition to rezone property located at 2901 Hwy 80 W (Parcel 635-35), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from C80-C3 (General) Commercial Subdistrict to C80-MU (Mixed Use) Subdistrict to allow for a mixed-use development with a Use Permit to allow for a community recreational center; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the approval of the rezoning of the property located at 2901 Hwy 80 W (Parcel 635-35) from C80-C3 (General) Commercial Subdistrict to C80-MU (Mixed Use) Subdistrict to allow for a mixed-use development with a Conditional Use Permit to allow for a community recreational center; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, November 20, 2023 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on October 5, 2023 and October 19, 2023 that a hearing had been held by the Jackson City Planning Board on October 25, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended the rezoning of the property located at 2901 Hwy 80 W (Parcel 635-35) from C80-C3 (General) Commercial Subdistrict to C80-MU (Mixed Use) Subdistrict with a Conditional Use Permit; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with said application since any previous City Council action; and

WHEREAS, the Council, after having considered the matter, is also of the opinion that that the proposed use being compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses; the proposed use would not be

detrimental to the continued use, value or development of properties in the vicinity and is in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to allow for the construction of a community recreational center within a C80-MU (Mixed Use) Subdistrict of the City of Jackson.

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

SECTION 1. That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Beginning at a point on the southern right -of-way line of U.S. Highway 80, which point is 932.63 feet southeast from the point where the south right-of-way of U.S. Highway 80 crosses the south boundary of the right-of-way of the Yazoo and Mississippi Valley Railroad, and with this as a point of beginning, run thence southwesterly at right angles to the northern right-of-way line of said highway 451.35 feet, more or less, to the southern boundary of said lands conveyed to Clifford Waterhouse and Lelia Waterhouse by Paul Chambers, Trustee, and Wade H. Creekmore, by a deed recorded in Book 387. Page 553, of the records on file in the office of the Chancery Clerk of the First District of Hinds County, Mississippi; thence run North 89 degrees 37 minutes East 225.2 feet, more or less, to the southwest corner of that certain property conveyed by said Clifford Waterhouse and Lelia Waterhouse to William B. Bufkin, as recorded in Book 488, Page 112. And Book 413, Page 13, of the records in the office of the Chancery Clerk of Hinds County, Mississippi; thence run Northeasterly along the Western boundary of the Bufkin lands 343.15 feet, more or less, to the southern right-of-way line of U.S. Highway 80, thence Northwesterly along the Southern right-of-way line of U.S. Highway 80, 197.5 feet, more or less, to the point of beginning, which property is located in the East half of the Northwest Quarter and the West Half of the Northeast Quarter of Section Seven, Township Five North, Range One East, in the First Judicial District of Hinds County, Mississippi.

is hereby modified so as to approve the rezoning of the property located at 2901 Highway 80 West (Parcel 635-35) from C80-C3 (General) Commercial Subdistrict to C80-MU (Mixed Use) Subdistrict to allow for a mixed-use development with a Conditional Use Permit to allow for a community recreational center. The conditions of the Use Permit are that it shall be granted on an annual basis; be granted to Harvey Williams, Sr., the owner/operator of the community recreational center; that subsequent owners or operators of a community recreational center at this location must apply for and receive a new Use Permit; and that compliance with adopted property maintenance, building, fire, law enforcement & Zoning Codes be maintained at all times. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

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

President Banks recognized **Harvey Williams, Sr., Applicant**, who spoke in favor of a **Rezoning** from **C80—C3 (General) Commercial Subdistrict to C80-MU (Mixed-Use) Subdistrict** to allow for a mixed-use development and a **Use Permit** to allow for a community recreational center.

There was no opposition from the public.

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

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

Absent – Grizzell, Lee and Stokes.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 1636 Ward 4	Lillie Robinson	3554 Rita Drive Jackson, MS 39213	Day Care Center	11/30/1977
SE – 2704 Ward 4	Mary L. Clay	2684 Maddox Rd. Jackson, MS 39209	One-Chair Beauty Shop	11/9/1988
SE – 3788 Ward 4	Artemesia Thompson	471 Roland St. Jackson, MS 39209	Residential Child Care Center	11/14/2011
3948 Ward 4 C-UP	Marvin Cornelius	2926 J R Lynch St. Jackson, MS 39209	Used Car Dealership/ Mechanic Shop	11/21/2016

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, November 21, 2023. At 3:02 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

Adoption Of Ordinances

6

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF MARKETING COORDINATOR

WHEREAS, the City of Jackson entered into a contract with TransDev for the operation and maintenance of its transit program; and

WHEREAS, the City's contract with TransDev states that it shall be responsible for marketing activities and the promotion of ridership; and

WHEREAS, the Department of Planning and Development advised the Department of Human Resources that the creation of the position of marketing coordinator for the specific purpose of performing the function contemplated in the City's contract with TransDev is necessary; and

WHEREAS, the functions of the marketing coordinator will be: (a) assist in the development and maintenance of transit programs, coordinating ridership and community outreach projects; (b) creating marketing, customer, and public information materials, conducting ridership, pass sales and other promotions; (c) branding; supporting community partnerships and assisting with organizational participation in community events; (d) website content development and management; (e) creating and developing bus advertisement; (f) promoting ridership using social media; (g) other

WHEREAS, the Department of Human Resources submitted inquiries submitted to the following Southeastern cities regarding the compensation paid to persons performing similar functions: Mobile, Alabama and Little Rock, Arkansas; and

WHEREAS, based upon the response from aforementioned cities, the median salary paid for the position equivalent of a Marketing Coordinator was within the range of \$53,125.39-\$64,174.81; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Marketing Coordinator classification to the current pay plan; and

WHEREAS, it is recommended that the Marketing Coordinator job classification be added as a pay range 26 with annual compensation being between \$41,703.88-\$50,333.08; and

WHEREAS, the Department of Planning has informed the Department of Human Resources that they have the monies in their budget to cover the recommended position that will be added to the compensation plan; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Marketing Coordinator with a pay range of 26 (\$41,703.88-\$50,333.08) to be effective immediately.

Agenda Item # 6
December 5, 2023
(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

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE CLASSIFICATION OF MARKETING COORDINATOR** is legally sufficient for placement in NOVUS.

[Handwritten signature of Catoria Martin]

Catoria Martin, City Attorney

[Handwritten date: 10/31/23]

Date

[Handwritten signature of Carrie Johnson]

Carrie Johnson, Deputy City Attorney

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Department of Human Resources
DATE: October 16, 2023

**RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND
COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF MARKETING
COORDINATOR**

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Marketing Coordinator with a pay range of 26 (\$41,703.88-\$50,333.08) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 24, 2023

DATE

POINTS		COMMENTS																																								
1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF MARKETING COORDINATOR																																								
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	Change in City Government																																								
3.	Who will be affected	Planning Department																																								
4.	Benefits																																									
5.	Schedule (beginning date)	Upon approval by the council																																								
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																								
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources Planning Department																																								
8.	COST	None																																								
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable																																								
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> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N</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> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	AABE	_____ %	WAIVER	yes	___	no	___	N/A	WBE	_____ %	WAIVER	yes	___	no	___	N	HBE	_____ %	WAIVER	yes	___	no	___	N/A	NABE	_____ %	WAIVER	yes	___	no	___	N/A
ABE	_____ %	WAIVER	yes	___	no	___	N/A																																			
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WBE	_____ %	WAIVER	yes	___	no	___	N																																			
HBE	_____ %	WAIVER	yes	___	no	___	N/A																																			
NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			

Job Description

Position: **MARKETING COORDINATOR**
Department: Planning and Development
Division: Transit Services
Reports To: Deputy Director
Status: Regular, Full-Time, Non-Exempt
Pay Grade:
Revision:

SUMMARY:

Under the general supervision of the Deputy Director and/or Transportation Planning Manager, develops, plans, and implements marketing and communications plans to maximize City of Jackson's transit services and programs. Performs marketing activities related to City transit services, assisting in the development and maintenance of transit programs, coordinating ridership and community outreach projects, and administering the website and social media. Perform activities related to creating marketing, customer and public information materials, conducting ridership, pass sales and other promotions; branding; supporting community partnerships and assisting with organizational participation in community events.

ESSENTIAL FUNCTIONS:

- Develops, organizes, and implements a variety of marketing and communications plans and strategies to promote City of Jackson transit activities and services.
- Implements specific strategies to raise awareness and use of transit by key target audiences, including commuters, youth, elderly, individuals with disabilities and the public.
- Prepares, coordinates and implements specific promotions and campaigns to raise awareness and use of transit and other transit services. Supports public involvement activities.
- Monitors and reviews the impact of marketing activities and recommends changes as appropriate.
- Acts as lead in administering JTRAN's website, acting as Webmaster. Oversees the creation and posting of content and monitors/evaluates functionality. Coordinates with contract vendors in the ongoing development of the JTRAN's Internet presence.
- Acts as lead in administering JTRAN social media sites and new media for JTRAN supporting rider, public, and business communications and constituent relations.
- Coordinates community-based activities including marketing campaigns, site-based promotions, special events, sponsorships and cross-promotions.
- Coordinates with local partner agencies, press and advertising contacts, consultants, community vendors. Represents City of Jackson Transit Services in community events to provide information and feedback on general concerns relating to services and operations.
- Acts as JTRAN's graphic designer producing materials for external and internal use such as print advertisements, bus boards, vehicle graphics, posters, direct mail pieces, banners and

corporate signage.

- Produces on-vehicle information, on-street rider materials, and other customer communications as needed. Monitors and ensures accurate information/materials on vehicles and on-street.
- Researches and coordinates advertising media placement. Recommends ad buys. Drafts print and radio spots and coordinates with the production of television, video, outdoor and direct mail advertising appeals.
- Independently identifies, plans, and provides marketing and communications support for City of Jackson transit operations, processes, and customer service needs. Recommends new processes, procedures, or policies.
- Provides content update for approval to Transportation Planning Manager, including, but not limited to, advertisements, postings, agendas, minutes, reports.
- Develops, designs, prepares and recommends various print and electronic publications and communications including the Annual Performance Report, newsletters, calendars, advertisements, event promotional materials, flyers, websites, brochures, and other printed, radio, television, digital, display, and promotional materials.
- Responds to standard inquiries and provides information regarding department operations, policies and procedures. Resolves routine issues independently and refers more complex situations to the appropriate party.
- Creates a bus advertising program and facilitates sales to potential advertising customers.
- Creates an annual passenger survey to solicit customer input on overall customer satisfaction and to gather ideas and suggestions for improvement.
- Keeps abreast of marketing and design trends through continued education and professional growth. Attends conferences, workshops, and seminars as appropriate.
- Prepares standard and complex correspondence, records, documents, reports, and other related information. Proofreads documents, promotional materials, and other communications. Develops and maintains logs, databases, spreadsheets, and other reports.
- Performs other duties as assigned.

EDUCATION, EXPERIENCE AND TRAINING:

- An associate degree in business administration, marketing, communications, or related field is required. A bachelor's degree in business administration, marketing, communications, or related field is preferred.
- Three years with an associate degree or five plus years with a bachelor degree of experience in office administration, communication, marketing, or related field is required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles, practices, and techniques of communications and marketing concepts and strategies.
- Knowledge of the practices and techniques of web publishing methods, graphic design, and social media methods.
- Knowledge of City of Jackson organizational structure, policies, and operations.
- Skill in the developing and implementing print and electronic publications and communications.

- Skill in the use of office equipment and technology, including computers and a variety of related software, and the ability to master new technologies.
- Skill in preparing accurate and professional documents, records, reports, and correspondence.
- Ability to type and enter data with speed and accuracy.
- Ability to communicate effectively and present ideas and concepts orally and in writing and make presentations in the public forum.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, City of Jackson officials, professional contacts, community leaders, the media, and the public.
- Ability to coordinate multiple tasks, problem-solve, and work effectively under stress, within deadlines and changes in work priorities.

PHYSICAL AND MENTAL DEMANDS:

- Hearing, seeing, speaking.
- Reading, reasoning, problem solving.
- Communicating verbally and in writing to employees, supervisors, and clients.
- Frequent interruptions.
- Contact with residents and visitors, in person and via phone.

WORK ENVIRONMENT:

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email, or in person, and move around the office to travel to other locations. Additionally, the employee may occasionally work in or around a maintenance garage and transfer center. The employee is occasionally exposed to moving mechanical parts, fumes or airborne particles and adverse weather conditions. The noise level in the work environment is usually moderate.

The primary purpose of this job description is to aid in establishing this specific job classification. The list is not all inclusive of the total scope of duties that may be necessary to be performed in relation to this position. The qualifications listed are guidelines. Alternative qualifications may be substituted if sufficient to perform the duties.

Regular Agenda

9

ORDER RATIFYING PAYMENT IN THE AMOUNT OF THREE HUNDRED AND FIFTY DOLLARS (\$350.00) TO THE MS ASSOCIATION OF GOVERNMENT PURCHASING/PROPERTY AGENTS FOR THE COST OF ATTENDANCE OF THE PURCHASING MANAGER AND A BUYER TO ATTEND THE 2023 MAGPPA ANNUAL CONFERENCE AND VENDOR EXPO

OFFICE OF THE CLERK OF COURTS
JACKSON, MISSISSIPPI
12/5/23

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, 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 Mississippi State Association of Governmental Purchasing and Property Agents (MAGPPA) serves hundreds of public purchasing professionals throughout Mississippi by promoting and maintaining high ethical values, enhancing public purchasing practices, protecting the public trust, and making a positive difference by leading the way through excellence; and

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that contain information that would greatly benefit the City by the attendance of the Purchasing Division; and

WHEREAS, the 2023 MAGPPA Annual Conference and Vendor Expo took place from Sunday, October 15, 2023 until Wednesday, October 18, 2023 in Natchez, MS; and

WHEREAS, the cost of the Purchasing Manager and a Buyer for the city of Jackson attended this conference was \$175.00 per member; and

WHEREAS, the requisite finding regarding the necessity of the expenditure for the benefit of the municipality must be made before the expenditure is authorized; and

WHEREAS, the Department of Finance requests that the governing authorities for the City find that the cost to attend the 2023 MAGPPA Annual Conference and Vendor Expo is reasonable and necessary to the performance of the Purchasing Manager's and a Buyer's duties and the attendance of these employee's at said conference accrued to the benefit of the city of Jackson, and any benefit to the employees are merely incidental; and

IT IS THEREFORE ORDERED, that the governing authorities find that the cost to attend the 2023 MAGPPA Annual Conference and Vendor Expo is reasonable and necessary to the performance of the Purchasing Manager's and a Buyer's duties and the attendance of these

employees at said conference accrued to the benefit of the city of Jackson, and any benefit to the employees are merely incidental.

IT IS FURTHER ORDERED, that a payment of Three Hundred and Fifty Dollars (\$350.00) is hereby ratified, and payment should be made to the Mississippi Association of Governmental Purchasing/Property Agent from account no. 00141410-6473 for the cost of the Purchasing Manager and a Buyer for the city of Jackson to attend the 2023 MAGPPA Conference and Vendor Expo held on October 15, 2023 through October 18, 2023 in Natchez, MS.

ITEM NO:	
DATE:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 7, 2023

P O I N T S		C O M M E N T S										
1.	Brief Description/Purpose	Order ratifying a payment for MAGPPA provided by Mississippi Association of Governmental Purchasing/Property Agent for 2023 MAGPPA Conference and Vendor Expo that was held on October 15, 2023 through October 18,2023 in Natchez MS										
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life										
3.	Who will be affected	Purchasing Department										
4.	Benefits	To become a Certified Purchasing agent for the Purchasing Department										
5.	Schedule (beginning date)	Upon City Council approval.										
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Purchasing Department No										
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Purchasing Department										
8.	COST	Three-Hundred and Fifty Dollars (\$350.00)										
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 00141410-6473- \$350.00										
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>

Department of Administration/Purchasing
200 S. President Street
Jackson, MS 39205
601-960-1097 (Office)
601-960-1049 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Lumumba

From: Sharon Thames, Deputy Director
Department of Administration/Purchasing

Date: November 7, 2023

Re: **Payment Ratification – MAGPPA**

Order ratifying a payment for MAGPPA provided by Mississippi Association of Governmental Purchasing/Property Agent for 2023 MAGPPA Conference and Vendor Expo that was held on October 15, 2023 through October 18, 2023 in Natchez, MS.

The Department of Administration/Purchasing recommends that this Order be submitted for the Council's consideration.

Thank you.

ST/mo—

FW: Mississippi Association of Governmental Purchasing/Property Agents - Event Registration Confirmation

Monica Oliver <moliver@city.jackson.ms.us>

Wed 10/25/2023 10:16 AM

To:Sondra Moncure <smoncure@city.jackson.ms.us>

Invoice for Natasha

From: Natasha Caston <ncaston@city.jackson.ms.us>

Sent: Monday, October 16, 2023 12:01 PM

To: Monica Oliver <moliver@city.jackson.ms.us>

Subject: Fw: Mississippi Association of Governmental Purchasing/Property Agents - Event Registration Confirmation

From: Mississippi Association of Governmental Purchasing (vdunning@mcch.edu) <mailer@mail2.clubexpress.com>

Sent: Sunday, October 15, 2023 5:24 PM

To: Natasha Caston <ncaston@city.jackson.ms.us>

Subject: Mississippi Association of Governmental Purchasing/Property Agents - Event Registration Confirmation

Mississippi Association of Governmental Purchasing/Property Agents

This message confirms your event registration with Mississippi Association of Governmental Purchasing/Property Agents.

Event: 2023 MAGPPA Annual Conference and Vendor Expo

Date/Time: Sunday, October 15, 2023, 8:00 AM until Wednesday, October 18, 2023, 12:00 PM

Registrant: Natasha Caston

Registrant Type: MAGPPA Member

Amount Due: US\$ 175.00

Natchez Convention Center
211 Main Street
Natchez, MS 39120
601-442-5880



Registrants

Delegate - Full Conference (10/15/2023 at 8:00 AM)

Natasha Caston (Member) MAGPPA Member

If you have not already submitted your payment, [click here](#) to pay with your credit card or print an invoice

If you have any questions about this registration, contact

Veronica Dunning

vdunning@mccb.edu

This email was sent in response to the use of the ClubExpress platform and website by Mississippi Association of Governmental Purchasing/Property Agents. It was generated by:

ClubExpress

1213 W. Morehead Street, Suite 500

Charlotte, NC 28208

1-866-HLP-CLUB (457-2582) - Outside the US, call +1 847-255-0210

Job	1274
Sender	PRINT
Title	MSxpsPS
Interface	Network
Language	PostScript
Date	11:21:00 OCT 25 2023

FW: Mississippi Association of Governmental Purchasing/Property Agents - Event Registration Confirmation

Monica Oliver <moliver@city.jackson.ms.us>

Wed 10/25/2023 10:16 AM

To: Sondra Moncure <smoncure@city.jackson.ms.us>

From: Mississippi Association of Governmental Purchasing (vdunning@mccb.edu) <mailer@mail2.clubexpress.com>

Sent: Sunday, October 15, 2023 4:52 PM

To: Monica Oliver <moliver@city.jackson.ms.us>

Subject: Mississippi Association of Governmental Purchasing/Property Agents - Event Registration Confirmation

Mississippi Association of Governmental Purchasing/Property Agents

This message confirms your event registration with Mississippi Association of Governmental Purchasing/Property Agents.

Event: 2023 MAGPPA Annual Conference and Vendor Expo

Date/Time: Sunday, October 15, 2023, 8:00 AM until Wednesday, October 18, 2023, 12:00 PM

Registrant: Monica Oliver

Registrant Type: MAGPPA Member

Amount Due: US\$ 175.00

Natchez Convention Center
211 Main Street
Natchez, MS 39120
601-442-5880



Registrants

Delegate - Full Conference (10/15/2023 at 8:00 AM)

Monica Oliver (Member) MAGPPA Member

If you have not already submitted your payment, [click here](#) to pay with your credit card or print an invoice

If you have any questions about this registration, contact

Veronica Dunning

vdunning@mccb.edu

This email was sent in response to the use of the ClubExpress platform and website by Mississippi Association of Governmental Purchasing/Property Agents. It was generated by:

ClubExpress

1213 W. Morehead Street, Suite 500

Charlotte, NC 28208

1-866-HLP-CLUB (457-2582) - Outside the US, call +1 847-255-0210

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
10/31/23

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING A PAYMENT FOR MAGPPA PROVIDED BY MISSISSIPPI ASSOCIATION OF GOVERNMENTAL PURCHASING/PROPERTY AGENT FOR 2023 MAGPPA CONFERENCE AND VENDOR EXPO THAT WAS HELD ON OCTOBER 15, 2023 THROUGH OCTOBER 18, 2023 IN NATCHEZ, MS IN THE AMOUNT OF THREE-HUNDRED AND FIRTY DOLLARS (\$350.00) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney *A.C.M.*

10/31/23
Date

10

ORDER REAPPOINTING SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.

WHEREAS, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term of Sharon F. Bridged expired October 23, 2023; and

IT IS, THEREFORE, ORDERED that Sharon F. Bridges be reappointed to the Jackson Municipal Airport Authority Board with said term to expire October 23, 2028.

Agenda Item # 10
December 5, 2023
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REAPPOINTING SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

11/29/23
Date

1 1

OFFICE OF THE CLERK OF COURSE
11/14/23

ORDER APPOINTING EMILY POTE TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members who each serve four-year terms; and

WHEREAS, on May 28, 2019, the City Council confirmed the Mayor's appointment of LaDarion Ammons to fill the board vacancy for Ward 7 on the Planning Board with a term that expired on May 28, 2023.

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Emily Pote to fill the board vacancy for Ward 7 with a term to begin on December 1, 2023.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Emily Pote to the Planning Board of the City of Jackson be confirmed with the term to begin on December 1, 2023 and to expire on December 1, 2027.

ITEM NO. 11
DATE: December 5, 2023
BY: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/22/23

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER APPOINTING EMILY POTE TO THE PLANNING BOARD OF THE CITY OF JACKSON			
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	7. Quality of Life 4. Neighborhood Enhancement			
3.	Who will be affected	The citizens of Jackson and more specifically the Ward 7 residents.			
4.	Benefits				
5.	Schedule (beginning date)				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	7	Citywide		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT			
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"/>				
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A			



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: August 22, 2023

Re: Agenda Item

Attached is an item for the agenda order appointing Emily Pote to serve as one of the Ward 7 representatives for the City of Jackson Planning Board. **Per Section 1502-A** of the City of Jackson Zoning Ordinance, the City of Jackson Planning Board shall have the following powers and duties as listed below.

1. To hold public hearings on rezonings, area-wide rezonings, establishment of overlay zoning districts, text amendments, use permits, special exceptions to and/or variances from the provisions of this Ordinance.
2. To make a written decision of its finding on each application, which decision will become a recommendation to the City Council.
3. To affirm, reverse, or modify any written order, determination, interpretation, requirement, or decision of the Zoning Administrator, as may be deemed advisable or from which an appeal may be made, all in accordance with the provisions of the Ordinance.

Please contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

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
11/14/23


OFFICE OF THE CITY ATTORNEY

This **ORDER APPOINTING EMILY POTE TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



11/14/23

Date

POTE

m a n a g e m e n t

CLIENTS

Consultant, Community Foundation of Mississippi, Dec 2022-Present

Executive Director, Mississippi Association of Partners in Education, Dec 2021-Present

Executive Director, Mississippi Retired Public Employees' Association, Oct 2017 – Present

Bookkeeper, Mississippi Optometry Association, July 2018 – Present

Management consultant, Yelverton Consulting, LLC, Jan 2018 – Present

Management consultant, Karyn Thornhill businesses, including LifeHouse Ministries, LifeHouse of Mississippi, LLC, Margin Builders, LLC, and Inzinna Consulting, LLC, Dec 2017 – Present

Executive Director, Mississippi Retired Public Employees' Association, Oct 2017 – Present

Executive Director, Mississippi Water Resources Association, Oct 2017 – Present

- Manage daily office work, including emails, phone calls, and mail
- Coordinate meetings, including board meetings and annual conference
- Consult and create all marketing materials
- Manage finances, including QuickBooks and writing all checks
- Manage social media and website updates
- Help with day-to-day processes and systems

OTHER EXPERIENCE

Owner, Beans & Bananas, Mar 2021 – Present

Co-Owner/Operator, Coffee Prose, Sept 2018-Feb 2023

EDUCATION

2015 – 2017, *Professional Masters of Business Administration, University of Mississippi*

2005 – 2009, *Bachelor of English, Literature, Mississippi College*

VOLUNTEER EXPERIENCE

- 2021-Present Belhaven Garden Club, Treasurer
- 2022-2023 Junior League of Jackson, Treasurer
- 2021 University Press of Mississippi Bookfriends, President
- 2019-2021 Jackson Symphony League, President

EMILY POTE

1066 Manship Street, Jackson, MS 39202 | (601) 506-6107 | emily@potemgmt.com

WHEREAS, Eric McKie, resident of Ward 1, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Eric McKie to the Planning Board be confirmed with said term to expire May 28, 2023.

President Priester moved adoption; Council Member Banks seconded.

President Priester recognized Dr. Mukesh Kumar, Director of Planning and Development, who provided a brief presentation of the qualifications of Eric McKie for consideration to the Planning Board.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF LADARION AMMONS TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, LaDarion Ammons will represent Ward 7 on the Planning Board; and

WHEREAS, LaDarion Ammons, 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 nomination of LaDarion Ammons to the Planning Board be confirmed with said term to expire May 28, 2023

Vice President Lindsay moved adoption; Council Member Banks seconded.

President Priester recognized Mayor Chokwe Antar Lumumba, who introduced LaDarion Ammons for consideration to the Planning Board. Mr. LaDarion Ammons provided a brief presentation of his qualifications and answered questions posed to him by Council Members.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF ELIZABETH MARTIN BRISTER TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, John T. Scarbrough resigned on May 22, 2019, thereby creating a vacancy; and

WHEREAS, Elizabeth Martin Brister, resident of Ward 1, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Elizabeth Martin Brister to the Planning Board be confirmed with said term to expire December 18, 2022.

President Priester moved adoption; Council Member Tillman seconded.

12

OFFICE OF THE CITY ATTORNEY
PAL 11/14/23

ORDER APPOINTING VICK HUDSON TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members who each serve four-year terms; and

WHEREAS, on March 28, 2019, the City Council confirmed the Mayor's appointment of Jennifer Welch to fill the At-Large board vacancy for the Planning Board with a term that expired on March 19, 2023.

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed Vick Hudson to fill the At-Large board vacancy with a term to begin on December 1, 2023.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Vick Hudson to the Planning Board of the City of Jackson be confirmed with the term to begin on December 1, 2023 and to expire on December 1, 2027.

ITEM NO. 12
DATE: December 5, 2023
BY: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/22/23

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER APPOINTING VICK HUDSON TO THE PLANNING BOARD OF THE CITY OF JACKSON
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 	7. Quality of Life 4. Neighborhood Enhancement
3.	Who will be affected	The citizens of Jackson
4.	Benefits	
5.	Schedule (beginning date)	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	At Large Citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT
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	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: August 22, 2023

Re: Agenda Item

Attached is an item for the agenda order appointing Vick Hudson to serve as the At-Large representative for the City of Jackson Planning Board. **Per Section 1502-A** of the City of Jackson Zoning Ordinance, the City of Jackson Planning Board shall have the following powers and duties as listed below.

1. To hold public hearings on rezonings, area-wide rezonings, establishment of overlay zoning districts, text amendments, use permits, special exceptions to and/or variances from the provisions of this Ordinance.
2. To make a written decision of its finding on each application, which decision will become a recommendation to the City Council.
3. To affirm, reverse, or modify any written order, determination, interpretation, requirement, or decision of the Zoning Administrator, as may be deemed advisable or from which an appeal may be made, all in accordance with the provisions of the Ordinance.

Please contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

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
JRM
11-14-23
MEY

OFFICE OF THE CITY ATTORNEY

This **ORDER APPOINTING VICK HUDSON TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/14/23

Date

PROFILE

Adaptable and experienced professional, seeking challenging progressive opportunity to utilize leadership, management and organizational abilities, communication skills and training. Proven results improving processes and exceeding performance objectives in furtherance of organizational goals.

📍 Jackson, MS

✉ bigvick94@yahoo.com

☎ 601.506.0064

SKILLS

PROFESSIONAL

Leadership
Strategic Planning
Administration & Operations
Education & Instruction
Compliance
Organizational Development
Research, Data Analysis & Reporting
Complex Project Management & Implementation
Troubleshooting & Conflict Resolution
Public Relations & Communication
Team Collaboration & Training
Relationship Building
Human Resources
Stakeholder Engagement

EDUCATION

BACHELOR OF ARTS, POLITICAL SCIENCE

Jackson State University

MASTER OF ARTS, POLITICAL SCIENCE*

Jackson State University

**Ralph Bunch Scholar, Political Science*

MASTER OF SCIENCE, SPORTS MANAGEMENT

Jackson State University

PROFESSIONAL EXPERIENCE

FANNIE LOU HAMMER COMMUNITY TRUST COMMUNITY LAND TRUST ANCHOR, 2020 TO PRESENT

- Strategically serves as ambassador for community land trust, facilitates development of comprehensive Eco-Village and development of affordable industrial and commercial facilities within Community Land Trust
- Raises funds for the development initiatives of the Fannie Lou Hamer Community Trust.
- Solidifies legal infrastructure of Land Trust within cooperation of Jackson's overall structure.
- Facilitates development of a comprehensive Eco-Village within Community Land Trust.
- Manages development of affordable industrial and commercial facilities within the Community Land Trust.
- Interfaces with municipal, county, state, and federal government entities on permitting, contracting, code compliance, tax evaluation, and tax monitoring
- Supervises completion of governing principles and operating procedures of organization's existing cooperative housing units.
- Leads repair and upgrading initiatives on existing facilities with the Operations Director.
- Coordinates with Green Team Cooperative on maintenance and upkeep of underdeveloped properties.
- Develops communication tools and products with Executive Director, Operations Manager and Communications Team to promote the community land trust.
- Operates as a spokesperson for community land trust, which may include and exhibits prowess in carrying out public speaking and travel engagements with various coalition partners and alliances.

LONE STAR COLLEGE ADJUNCT PROFESSOR, 2009 TO 2020

- Strategically planned interesting and effective lessons and information conveyance.
- Delivered lectures and educational instruction in government and history.
- Collaborated with university leadership and assisted with organization, curriculum development and improvement.
- Created, maintained, and secured course and student data/records.
- Reviewed and critiqued student performance and provided feedback and redirection.

FANZ COLLECTIBLES OWNER & BRAND AMBASSADOR, 2018 TO PRESENT

- Conceptualized and launched business and expanded from small to major operation.
- Drives company outreach and awareness efforts and directs and implements business development efforts.
- Intakes customer ideas, researches trends and marketing dynamics, and develops products and services for consumers.
- Leveraged opportunities to perform customer-centered actions and client services.
- Rendered periodic reporting to aid productivity in manpower utilization, service levels, marketing, scheduling, and staffing

SKILLS

TECHNICAL

Microsoft Word
Microsoft Excel
Microsoft PowerPoint
Microsoft Outlook
Microsoft Teams
Sharepoint
Windows
MAC

CERTIFICATION

Certification, Violence Prevention

Certification, Coaching In Performance &
Behavioral Metrics

LEADERSHIP & COMMUNITY INVOLVEMENT

Omega Psi Phi Fraternity Incorporated, Four
Term President

AMFM Masonic Grand Order

Southeastern Association of Housing Officers

Advisor, JSU Residence Hall Association

Jackson Chamber of Commerce-Young Up-
Coming Professionals

PROFESSIONAL EXPERIENCE / CONTINUED

COMCAST

CUSTOMER CARE SUPERVISOR, 2014 TO 2015

- Managed customer service team and performed extensive account and technological research and constructed and applied solutions.
- Supervised, mentored, and coached multi-functional teams to exceedance of performance objectives
- Hosted team meetings and collaborated with managers and staff to achieve desired outcomes.
- Improved customer experiences and satisfaction and served as service knowledge resource and subject matter expert.
- Screened, interviewed, hired, coached, and managed employees, reviewed performance and recommended employee awards, punitive action, redirection, and commendations.

GUIDED STEPS HEALTH CARE

DIRECTOR OF TRANSPORTATION, 2014 TO 2015

COMMUNITY SUPPORT SPECIALIST, 2014

- Coordinated transportation, community outreach and case management programs.
- Executed action plans in alignment with organizational mission, monitored performance and drove and documented progress.
- Guaranteed compliance with procedures, laws and regulations and maintained safe environment.
- Built and maintained positive and professional decorum with clients, employees and organizational leadership.
- Communicated with key personnel and reviewed and adjusted plans to maximize productivity and efficiency.
- Represented organization at community and government events and meetings and collaborates with local agencies students.
- Performed qualitative and quantitative analysis, provided oral and written information reports, and utilized technological systems.
- Ensured leadership was abreast of activities and issues.
- Seized opportunities for mentoring, continuing education, networking, and professional opportunities.

JACKSON STATE UNIVERSITY (JSU)

COMMUNITY DIRECTOR, 2002 TO 2013

- Led JSU Residence Hall Association to 2007 School of the Year Award and received MARHS Advisor of the Month honor from Mississippi Association of Residence Hall Students (MARHS).
- Managed 400+ occupant residence hall, supervising logistics, property maintenance and educational and social programming.
- Acted as student affairs judicial administrator for policy and behavior, counseled students, and led emergency/crisis response.
- Represented department at meetings, conferences, and events.

CINGULAR WIRELESS

CUSTOMER OPERATIONS MANAGER, 1999 TO 2002

- Led provision of stellar customer service and issue resolution in technology business environment.
- Developed diverse, talent rich applicant pool and conducted hiring and onboarding processes.
- Represented operations perspective and received, researched, and responded to inquiries and complaints.
- Explored technological solutions, resolved conflicts, and escalated unresolved problems.
- Enhanced company reputation through stellar service provision.
- Performed business marketing and increased growth by upselling, anticipating consumer needs, and offering services.

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 City Clerk at 12:30 p.m. on Friday, March 22, 2019, in the Clerk's Office, electronic notifications to all Council Members and on the public bulletin board in City Hall, relative to: (1) Order appointing Jennifer Welch to the Planning Board; (2) Order confirming the appointment of Bradford M. Stringer to the Board of Fire Appeals and Adjustments; (3) Order confirming the appointment of Robert A. Wall, Sr. to the Board of Fire Appeals and Adjustments; (4) Order confirming the appointment of David Harris to the Board of Fire Appeals and Adjustments; (5) Order confirming the appointment of Albert D. Leason to the Board of Fire Appeals and Adjustments; (6) Order confirming the appointment of Christopher Harris to the Board of Fire Appeals and Adjustments. The meeting was convened in the Council Chambers located at 219 S. President at 10:00 a.m. on Thursday, March 28, 2019 being the fourth Friday of said month, when and where the following things were had and done to wit:

Present: Council Members: Melvin Priester, Jr., Council President, Ward 2; Virgi Lindsay, Vice-President, Ward 7; Ashby Foote, Ward 1; Charles H. Tillman, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Michelle Battee-Day, Assistant City Clerk; Angela Harris, Deputy City Clerk; and Timothy Howard, City Attorney.

Absent: Kenneth Stokes, Ward 3 and De'Keither Stamps, Ward 4.

The meeting was called to order by **President Melvin Priester, Jr.**

ORDER APPOINTING JENNIFER WELCH TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, a vacancy for member-at-large exists; and

WHEREAS, Ms. Jennifer Welch after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Ms. Jennifer Welch to the Planning Board be confirmed with said term to expire **March 19, 2023.**

President Priester moved adoption; Vice President Lindsay seconded.

President Priester recognized Jordan Hillman, Deputy Director of City Planning, who provided a brief presentation of the qualifications of Jennifer Welch for consideration to the Planning Board.

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

Yeas- Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Banks, Stamps and Stokes.

Council Member Banks arrived to the meeting.

**SPECIAL MEETING/CONFIRMATION HEARING OF THE CITY COUNCIL
THURSDAY, MARCH 28, 2019 10:00 A.M. 512**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, April 2, 2019 and at 10:20 a.m., the Council stood adjourned.

ATTEST:

Kevin Moore
CITY CLERK

APPROVED:

[Signature], *3/28/19*
MAYOR DATE

13

OFFICE OF THE CLERK
11/14/23

ORDER APPOINTING SIDNEY H. GLADNEY TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members who each serve four-year terms; and

WHEREAS, on October 24, 2017, the City Council confirmed the Mayor's reappointment of Vivian Dotson to fill the board vacancy for Ward 5 on the Planning Board with a term that expired on October 31, 2021.

WHEREAS, the Mayor, after evaluation and review of his qualifications, has appointed Sidney H. Gladney to fill the board vacancy for Ward 5 with a term to begin on November 21, 2023.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Sidney H. Gladney to the Planning Board of the City of Jackson be confirmed with the term to begin on November 21, 2023 and to expire on November 21, 2027.

ITEM NO. 13
DATE: December 5, 2023
BY: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/03/23
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER APPOINTING SIDNEY H. GLADNEY TO THE PLANNING BOARD OF THE CITY OF JACKSON			
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	7. Quality of Life 4. Neighborhood Enhancement			
3.	Who will be affected	The citizens of Jackson and more specifically the Ward 5 residents.			
4.	Benefits				
5.	Schedule (beginning date)				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	5	Citywide		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT			
8.	COST	N/A			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>				
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A			



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: August 03, 2023

Re: Agenda Item

Attached is an item for the agenda order appointing Sidney H. Gladney to serve as one of the Ward 5 representatives for the City of Jackson Planning Board. **Per Section 1502-A** of the City of Jackson Zoning Ordinance, the City of Jackson Planning Board shall have the following powers and duties as listed below.

1. To hold public hearings on rezonings, area-wide rezonings, establishment of overlay zoning districts, text amendments, use permits, special exceptions to and/or variances from the provisions of this Ordinance.
2. To make a written decision of its finding on each application, which decision will become a recommendation to the City Council.
3. To affirm, reverse, or modify any written order, determination, interpretation, requirement, or decision of the Zoning Administrator, as may be deemed advisable or from which an appeal may be made, all in accordance with the provisions of the Ordinance.

Please contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

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
24 11/14/23

OFFICE OF THE CITY ATTORNEY

This **ORDER APPOINTING SIDNEY H. GLADNEY TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/14/23
Date

• *Sidney H. Gladney*

OBJECTIVE: Engagement where I can fully utilize and display my education and background work experience

EDUCATION:

Jackson State University	1980
<i>Bachelor of Science Degree in Industrial Technology with a dual concentration in Drafting & Electronics</i>	
Mississippi State University	7/2010
<i>Certification of Licensure as an Asbestos Inspector</i>	
Mississippi State University	1/2010
<i>Course Work for Essentials of Healthy Housing Practitioners</i>	
Texas A & M University	1.2/2008
<i>Senior Officials Workshop (SOW) For All Hazards Preparedness Course Certified by Department of Homeland Security (DHS) Office of Grants and Training (G & T)</i>	
Jackson State University	1989
<i>Certificate of Certification in Statistical Process Control</i>	
Kodak Technical School	1988
<i>Certification as a Field Engineer/Customer Equipment Service</i>	
Xerox Technical School	1985
<i>Certification in Repair of the 8200 Copier Duplicator with microprocessor control</i>	
IBM Technical School	1983
<i>Certification for the Repair of IBM Copier II</i>	
Air University	1972
<i>Certification in Food Service. Fundamentals & Cook</i>	

ADDITIONAL CERTIFICATION THROUGH THE EMERGENCY MANAGEMENT INSTITUT (FEMA):

Course # IS-00800.B	Response Framework & Introduction	2008
Course # IS-00200.A	ICS for Single Resources and Initial Action Incident	2008
Course # IS-00100.PW	Introduction for Incident Command System for Public Works	2008
Course # IS-00700	Introduction for National Incident Management System (NIMS)	2007
Course # IS-00100	Introduction to Incident Command System	2007

STATE FIRE ACADEMY OF MISSISSIPPI CERTIFICATIONS:

Course # NIMS 300	2008	Course # NIMS 400	2008
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CITY OF JACKSON CERTIFICATIONS:

Mississippi Storm Water Management Training Program in the areas of: Illicit Connections and Discharges, Erosion, Sediment Control and Preventing & Reducing Pollution Runoff. 2008

SUMMARY OF EXPERIENCE:

City of Jackson
Code Enforcement Supervisor

Jackson, MS
01/2007 - 2016

Supervise, and participate in the conduction of housing inspections also, including inspections of electrical, plumbing, building structure, sanitation, heating, ventilation, and general health hazards; supervise and participate in the inspection of vacant lots and yards; inspect dilapidated buildings for clearance; issue notices to comply and correct code violation; maintain records of history of facts for possible legal actions.

Packard Electric
Machine Operator

Clinton, MS
10/1991 - 11/2006

Performed all duties involved in making of cable to be used in the assembling of wiring kits for General Motors. Operated a complete range of machines & tools. Made repairs to machines & tools as needed. Filed and Organized Personnel Records, Bulletins, Manuals, etc

Unitech, Inc
Field Engineer

Jackson, MS
9/1990 - 2/1991

Provided maintenance and repairs to customer's equipment. Made adjustments to customer's equipment. Removed equipment as needed for proper cleaning. Reinstalled instruments and parts as required. Performed other duties as required by management.

Office Systems Inc
Field Engineer

Jackson, MS
11/1989 - 9/1990

Obtained a mechanical electrical aptitude. Responsible for troubleshooting micro-processor controlled equipment. Analyzed micro-processor controlled equipment. Performed other duties as required or needed by management

Eastman Kodak Company
Field Engineer

Rochester, NY
9/1988 - 3/1989

Performed system analyses of micro-processor controlled copier duplicators for customer equipment. Used a variety of tools and equipment to complete the required tasks. Followed curriculum guidelines and requirements of state and school. Performed other duties as required or needed by management or customers.

Veterans Administration Hospital
Mail/Duplication Supervisor

Jackson, MS
7/1975 - 10/1983

Provided direct supervision of the duplication equipment operator and mail clerk. Planned work schedules and sequence of operations on a weekly basis. Revised schedules to meet changes and peak work load and processing time requirements. Coordinated effectively with other units as to work priorities, accomplishments and procedures. Made effective recommendations concerning maintenance or replacement of equipment. Prepared all reports vital to unit. Provided employees with training required to perform work

Construction & Renovation Design Service
Sub-Contractor and Consultant

Jackson, MS
1980 - 2006

Secured numerous small construction jobs in the following categories: carpentry, painting, renovation and the design of residential dwellings. Made recommendations to other contractor regarding the estimation and scheduling of materials and labor. Provided instructions on current methods and techniques best used. Supervised a small crew of men who assisted in the completion of these projects.

MILITARY EXPERIENCE:

Vietnam Era Veteran: United States Air Force

7/1971 - 5/1975

US Air Force

Food Service Supervisor

1971 - 1975

Planned the use of space and arrangement of equipment. Assigned personnel to prepare and serve food with minimum labor but high efficiency. Provided other duties as required

OTHER VITAL FACTS: Maintained full-time employment with the Federal Government while attending Jackson State University to attain the B.S. degree. (7/75 - 10/83) Promoted to section supervisor (Reproduction and Mail Unit) in Medical Administration service during my employment with the Federal Government. Selected as an Outstanding Young Man of America, 1985.

REFERENCES: References Furnished Upon Request

14

RECEIVED BY THE CITY AT 10:00 AM 11/14/23

ORDER APPOINTING BERTHA J. THAMES TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members who each serve four-year terms; and

WHEREAS, on October 24, 2017, the City Council confirmed the Mayor's reappointment of Samuel J. Mitchell to fill the board vacancy for Ward 2 on the Planning Board with a term that expired on October 31, 2021.

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Bertha J. Thames to fill the board vacancy for Ward 2 with a term to begin on November 21, 2023.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Bertha J. Thames to the Planning Board of the City of Jackson be confirmed with the term to begin on November 21, 2023 and to expire on November 21, 2027.

ITEM NO. 14
DATE: December 5, 2023
BY: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/03/23

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER APPOINTING BERTHA J. THAMES TO THE PLANNING BOARD OF THE CITY OF JACKSON	
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	7. Quality of Life 4. Neighborhood Enhancement	
3.	Who will be affected	The citizens of Jackson and more specifically the Ward 2 residents.	
4.	Benefits		
5.	Schedule (beginning date)		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	2 Citywide	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT	
8.	COST	N/A	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>		
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A	



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: August 03, 2023

Re: Agenda Item

Attached is an item for the agenda order appointing Bertha J. Thames to serve as one of the Ward 2 representatives for the City of Jackson Planning Board. **Per Section 1502-A** of the City of Jackson Zoning Ordinance, the City of Jackson Planning Board shall have the following powers and duties as listed below.

1. To hold public hearings on rezonings, area-wide rezonings, establishment of overlay zoning districts, text amendments, use permits, special exceptions to and/or variances from the provisions of this Ordinance.
2. To make a written decision of its finding on each application, which decision will become a recommendation to the City Council.
3. To affirm, reverse, or modify any written order, determination, interpretation, requirement, or decision of the Zoning Administrator, as may be deemed advisable or from which an appeal may be made, all in accordance with the provisions of the Ordinance.

Please contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

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
KLM 11/14/23

OFFICE OF THE CITY ATTORNEY

This **ORDER APPOINTING BERTHA THAMES TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/14/23

Date

BERTHA J. THAMES

SUMMARY

Motivated employee and customer service support professional with strong organizational skills. Task oriented with the ability to communicate effectively with others. Works well independently or in a team environment.

WORK EXPERIENCE

BELLSOUTH TELECOMMUNICATION, INC., Jackson MS

Training Contractor/ Vendor for Bell South (1999-2001)

Completed Trainer Certification for Repair Services.

- Trained Residence and Business Repair Clerks in the Bell South Region
- Conducted Trainer Workshops.

Employee Services Specialist (1996-1998)

Provided human resources support to over 300 employees in multiple call center locations. Served as a liaison between the call center employees, the union and BellSouth management. Acted as a permanent member of the grievance panel, which resolved problems between employees, the union and BellSouth management.

- Reduced attendance problems by analyzing attendance records and following up with Assistant Managers in multiple locations.
- Decreased the number of employee grievances by interpreting the working agreement consistently and fairly and by effectively communicating the contract terms with the employees.
- Conducted consumer excellence interviews for new department members, which improved the customer service levels and employee tenure.
- Conducted interviews for the hiring of employees which included testing.
- Conducted exit interviews.

BERTHA J. THAMES

Page Two

Assistant Manager, Consumer Department (1994-1996)

Supervised 18 service representatives who handled internal and external customer calls.

- Increased employee productivity over 40% within an 18-month period by developing and implementing an organized problem solving system.
- Served on a team, which received a Department Head Award for outstanding performance.
- Instrumental in consolidating several offices into one regional location, which ensured that all issues were handled consistently.

Care Supervisor, Business & Residence (1991-1994)

Handled customer appeals for higher management.

- Received commendations from senior management and customers for handling problems effectively.

Assistant Manager, Residence Collections (1989-1991)

Managed 20 service representatives in pursuit of collecting company revenues from residential customers.

- Motivated the staff to consistently achieve collection goals while reducing customer complaints.

Assistant Staff Manager, Residence Marketing (1985-1989)

Provided operational support for the call centers throughout the state. Provided direction, guidance and technical assistance to field personnel. Ensured compliance with methods and procedures.

Assistant Staff Manager, Trainer (1979-1985)

Managed staff trainers who were responsible for providing initial and continuation training to call center personnel. Scheduled training classes for the call centers. Trained and developed the training staff.

- Developed and implemented the consolidation of the training department into one central location.

Assistant Manager, Trainer (1977-1979)

Trained service representatives on job functions for the residence and business centers. Conducted post- training follow-up and continuation training.

Interviewer (1969-1977)

Hiring non-management employees.
Tested and Interviewed new applicants for employment.

Operator (1968-1969)

EDUCATION

B.S., Tougaloo College, Tougaloo, Mississippi
Jackson State University, Jackson Mississippi, Master Degree (Candidate)

Bell System

Completed many training courses, Seminars and Workshops on management, Leadership, Motivation, Behavior, Self Improvement, etc.

VOLUNTEER ACTIVITIES

- Active in Tougaloo College National Alumni Association
- Telephone Pioneers of America
- United Way
- Secretary Tougaloo Community Development Corporation
- Director Christian Board Of Education, Washington Temple CME Church
- AARP Executive Council Board Member
- Active Member of the Tougaloo Civic League

President Lindsay recognized Florine Keeler, who gave her personal statement and answered questions posed to her by Council Members.

Thereafter, President Lindsay 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 REAPPOINTMENT OF CASSANDRA WELCHIN TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Cassandra Welchin will represent Ward 5 on the Planning Board.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Cassandra Welchin to the Planning Board be confirmed with said term to expire October 31, 2025.

Council Member Stokes moved adoption; Council Member Banks seconded.

President Lindsay recognized Cassandra Welchin, who gave her personal statement and answered questions posed to her by Council Members.

Thereafter, President Lindsay 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 REAPPOINTMENT OF SAMUEL MITCHELL TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Samuel Mitchell will represent Ward 2 on the Planning Board.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Samuel Mitchell to the Planning Board be confirmed with said term to expire October 31, 2025.

Council Member Grizzell moved adoption; Council Member Stokes seconded.

President Lindsay recognized Council Member Grizzell and Council Member Stokes who withdrew their motion and second. Said item was pulled by the Administration.

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MICHAEL BOOKER TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Michael Booker will represent Ward 2 on the Planning Board.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF FLORINE KEELER TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Florine Keeler will represent Ward 6 on the Planning Board; and

WHEREAS, Florine Keeler, resident of Ward 6, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Florine Keeler to the Planning Board be confirmed with said term to expire October 31, 2021.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF JOYCE JACKSON TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Joyce Jackson's term expired on July 1, 2016, thereby creating a vacancy; and

WHEREAS, Joyce Jackson, resident of Ward 3, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Joyce Jackson to the Planning Board be confirmed with said term to expire October 31, 2021.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF MICHAEL BOOKER TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, Michael Booker's term expired on July 1, 2014, thereby creating a vacancy; and

WHEREAS, Michael Booker, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Michael Booker to the Planning Board be confirmed with said term to expire October 31, 2021.

15

\$14 11/1

**ORDER REAPPOINTING CHRIS MYERS TO THE PLANNING BOARD
OF THE CITY OF JACKSON.**

WHEREAS, the Planning Board is comprised of fifteen (15) members who each serve four-year terms; and

WHEREAS, on July 19, 2020, the City Council confirmed the Mayor's re- appointment of Chris Myers to fill the board vacancy for Ward 7 on the Planning Board with a term that expires on July 1, 2024.

WHEREAS, on May 28, 2019 the City Council confirmed the Mayor's appointment of Eric McKie to fill the board vacancy for Ward 1 on the Planning Board with a term that expired on May 28, 2023.

WHEREAS, the Mayor, after evaluation and review of his qualifications, has re - appointed Chris Myers who has moved from Ward 7 to Ward 1 to fill the board vacancy for Ward 1 with a term to begin on December 1, 2023.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Chris Myers to the Planning Board of the City of Jackson be confirmed with the term to begin on December 1, 2023 and to expire on December 1, 2027.

ITEM NO. 15
DATE: December 5, 2023
BY: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/08/23
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER RE-APPOINTING CHRIS MYERS TO THE PLANNING BOARD OF THE CITY OF JACKSON			
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	7. Quality of Life 4. Neighborhood Enhancement			
3.	Who will be affected	The citizens of Jackson and more specifically the Ward 1 residents.			
4.	Benefits				
5.	Schedule (beginning date)				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	1	Citywide		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT			
8.	COST	N/A			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>				
10.	EBO participation	ABE	_____ %	WAIVER	yes ___ no ___ N/A
		AABE	_____ %	WAIVER	yes ___ no ___ N/A
		WBE	_____ %	WAIVER	yes ___ no ___ N/A
		HBE	_____ %	WAIVER	yes ___ no ___ N/A
		NABE	_____ %	WAIVER	yes ___ no ___ N/A



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: November 8, 2023

Re: Agenda Item

Attached is an item for the agenda order (re) appointing Chris Myers to serve as one of the Ward 1 representatives for the City of Jackson Planning Board. **Per Section 1502-A** of the City of Jackson Zoning Ordinance, the City of Jackson Planning Board shall have the following powers and duties as listed below.

1. To hold public hearings on rezonings, area-wide rezonings, establishment of overlay zoning districts, text amendments, use permits, special exceptions to and/or variances from the provisions of this Ordinance.
2. To make a written decision of its finding on each application, which decision will become a recommendation to the City Council.
3. To affirm, reverse, or modify any written order, determination, interpretation, requirement, or decision of the Zoning Administrator, as may be deemed advisable or from which an appeal may be made, all in accordance with the provisions of the Ordinance.

Please contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
11/14/23
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 APPOINTING CHRIS MYERS TO THE PLANNING AND ZONING BOARD OF THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/14/23
Date

CHRIS MYERS

PROFESSIONAL EXPERIENCE

CDFL Architects + Engineers, P.A.
Jackson, Mississippi [2001-2006] [2007-present]
Architect / Project Manager / Principal
Mississippi Museums, Puckett Machinery, Purdue Athletic Complex, Ft. Campbell (KY)
CSG and SFG Barracks Complex, Mississippi Valley State University Business School,
Trustmark Highland Colony, Trustmark Medical Mall, St. Catherine's Village - Siena,
Forest Hill High School - Bond Issue Renovations

Duvall Decker Architects
Jackson, Mississippi [2006-2007]
Intern Architect / Project Manager
The Village Apartments, Mississippi Department of ITS

City of Jackson Planning Board [2016-present]

Mississippi Heritage Trust - Board of Directors [2012-2018]

COMMUNITY EXPERIENCE

Find It In Fondren (Magazine) [2015-2018] - Writer / Contributor

Our Fondren Neighborhood Association - Board of Directors [2012-2015]

Crossroads Film Society/Crossroads Film Festival [2007-2012]
Festival Director / Art Director / Event Coordinator / Equipment Manager /
Hospitality Coordinator / Board of Directors

EDUCATION

Certificate of Completion, Business Advantage Program, Fall 2010
Millsaps College, Jackson, Mississippi [2010]

Bachelor of Architecture, 2001
Mississippi State University, Starkville, Mississippi [1996-2001]

PERSONAL PROJECTS

The Pig & Pint BBQ - Design [2012-2013]

Fondren's First Thursdays - Planning and Coordination Crew
Collaboration with Chane [2014-2016]

Look Up, Fondren, Phase 1 - Project Manager
Collaboration with Davaine Lighting and Entergy [November 22, 2013]

Backyard BBQ Invitational - Jackson, Mississippi [Annually since 2011]

"The Murphree Place" - A collection of personally framed photographic prints
One Blu Wall Gallery in Jackson, Mississippi [Spring 2009]

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 28, 2019 6:00 P.M.

207

WHEREAS, Eric McKie, resident of Ward 1, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Eric McKie to the Planning Board be confirmed with said term to expire May 28, 2023.

President Priester moved adoption; Council Member Banks seconded.

President Priester recognized Dr. Mukesh Kumar, Director of Planning and Development, who provided a brief presentation of the qualifications of Eric McKie for consideration to the Planning Board.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF LADARION AMMONS TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, LaDarion Ammons will represent Ward 7 on the Planning Board; and

WHEREAS, LaDarion Ammons, 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 nomination of LaDarion Ammons to the Planning Board be confirmed with said term to expire May 28, 2023.

Vice President Lindsay moved adoption; Council Member Banks seconded.

President Priester recognized Mayor Chokwe Antar Lumumba, who introduced LaDarion Ammons for consideration to the Planning Board. Mr. LaDarion Ammons provided a brief presentation of his qualifications and answered questions posed to him by Council Members.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF ELIZABETH MARTIN BRISTER TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

WHEREAS, John T. Scarbrough resigned on May 22, 2019, thereby creating a vacancy; and

WHEREAS, Elizabeth Martin Brister, resident of Ward 1, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Elizabeth Martin Brister to the Planning Board be confirmed with said term to expire December 18, 2022.

President Priester moved adoption; Council Member Tillman seconded.

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, JULY 21, 2020 10:00 .M.

334

WHEREAS, the trucks will also be used to haul hydrant maintenance equipment to and from the fire stations; and

WHEREAS, the procurement of 1500 Ram Quad Trucks and related accessories was not included within the 2019 -- 2020 fiscal year budget; and

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

WHEREAS, the procurement of the vehicles serves the best interest of the public health, safety, and welfare; and

WHEREAS, there are monies available in the personal services budget category, which have not been utilized which may be used for the procurement if the 2019 -- 2020 budget is revised; and

WHEREAS, the interest of public health, safety, and welfare would be best served by authorizing a budget transfer of \$69,000.00 from fund 001.441.20.6111 to be allocated as follows:

Amount to transfer	Fund receiving transferred sum
\$58,500.00	Fund 001.441.30.6868
\$10,500.00	Fund 001.441.60.6884

IT IS, THEREFORE, ORDERED that the Fiscal Year 2019 -- 2020 budget of the Fire Department be revised to authorize a budget transfer of \$69,000.00 from fund 001.441.20.6111 to be allocated as follows for the procurement of the vehicles described which will be used by the Office of the Fire Marshal Division:

Amount of transfer	Fund receiving transferred sum
\$58,000.00	Fund 001.441.30.6868
\$10,500.00	Fund 001.441.60.6884

Council Member Tillman moved adoption; Council Member Lindsay seconded.

Yeas -- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays -- None.

Absent -- Stokes.

There came on for consideration, Agenda Item No 35:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MOU WITH TRUSTCARE HEALTH LLC TO PROVIDE RAPID SWAB AND RAPID ANTIBODY TESTING FOR FIRE DEPARTMENT PERSONNEL. Said item was pulled by Mayor Chokwe Antar Lumumba.

ORDER RE-APPOINTING CHRIS MEYERS TO THE PLANNING BOARD.

WHEREAS, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four (4) years; and

WHEREAS, Chris Meyers term expired on July 1, 2020, thereby creating avacancy; and

WHEREAS, Chris Meyers, representative for Ward 7, after evaluation of his qualifications, has been re-nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's re-appointment of Chris Meyers to the Planning Board Committee be confirmed with said term to expire July 1, 2024.

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 21, 2020 10:00 A.M.

346

During Closed Session, Council Member Lindsay moved, seconded by Council Member Tillman to go into Executive Session to discuss "Litigation". The motion prevailed by the following vote:

Yeas – Banks, Lindsay, Priester and Tillman.
Nays – None.
Absent – Foote, Stamps and Stokes.

Note: Council Member Foote returned to the meeting.

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

Yeas – Banks, Foote, Lindsay, Priester and Tillman.
Nays – None.
Absent – Stamps and Stokes.

President Banks 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 next Regular Council meeting at 6:00 p.m. on July 21, 2020. At 1:09 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Nix
CLERK OF COUNCIL

APPROVED:

[Signature] 8/25/2020
MAYOR [Signature] DATE

ATTEST:

[Signature]
CITY CLERK

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORADUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 107F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)

OFFICE OF THE CITY ATTORNEY
11-15-23

WHEREAS, the City of Jackson Fire Department will begin a recruit training class on November 27, 2023; and

WHEREAS, the City of Jackson Fire Department provides some training to recruits and other training is conducted by the Mississippi State Fire Academy; and

WHEREAS, the Mississippi State Fire Minimum Standards Board was authorized to promulgate regulations establishing minimum educational and training standards, and process for certifying fire personnel in the State of Mississippi; and

WHEREAS, regulations of the Mississippi State Minimum Standards Board require the completion of the NFPA 1072F by all candidates prior to entering into an approved Firefighter I and II training program; and

WHEREAS, the regulations further require that the NFPA 1072F be administered at the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the anticipated date for the commencement of the field delivery program is November 27, 2023; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

- (1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and
- (2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1072F course and a complete package to manage delivery of the course; and
- (3) Books will not be included in the materials furnished the City of Jackson Fire Department, and the City of Jackson is responsible for purchasing any required books from textbook publisher; and
- (4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and
- (5) The Mississippi State Fire Academy will approve and administer all written and skill examinations
- (6) Certifications will be issued upon the successful completion of the course; and

- (7) The minimum number of candidates has been removed due to COVID and the maximum number of candidates for the field delivery course is fifteen (15); and
- (8) The Jackson Fire Department will have a total of twenty (20) students participating. There is no charge (GRANT FUNDED); and

WHEREAS, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with the Mississippi State Fire Academy

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on November 27, 2023

ITEM NO. _____
DATE: _____
BY: (OWENS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORADUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 107F COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)																																																												
2. Purpose	Mississippi State Fire Academy NFPA 1072F Course																																																												
3. Who will be affected	City of Jackson																																																												
4. Benefits	To provide exceptional emergency response to citizens and visitors.																																																												
5. Schedule (beginning date)	Upon approval by Council																																																												
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 																																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Fire Department																																																												
8. COST	\$0.00																																																												
9. 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"/> 	Grant Funded																																																												
10. EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 25%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 25%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___				AABE	_____ %	WAIVER	yes	___	no	___	N/A	___				WBE	_____ %	WAIVER	yes	___	no	___	N/A	___				HBE	_____ %	WAIVER	yes	___	no	___	N/A	___				NABE	_____ %	WAIVER	yes	___	no	___	N/A	___			
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Willie Owens, Fire Chief
DATE: November 6, 2023
RE: Mississippi State Fire Academy to conduct NFPA 1072F Course

The Mississippi State Fire Academy will conduct a NFPA 1072F Course for new recruits. Academy staff is to provide testing to the Jackson Fire Department's recruits on November 27, 2023.

The service fee is \$0.00 per student. The course is grant funded. The total number of students attending the course is twenty (20). The total cost of the service that is being rendered is \$0.00.

If you have any questions or concerns, please let me know.

WO/at

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORADUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH NFPA 107F COURSE TO THE JACKSON FIRE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 11/15/23

11/15/23
Date

OFFICE OF THE CITY ATTORNEY
11/15/23



STATE FIRE ACADEMY



Kelly Elliott
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 1/2022)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson Fire Department
Address: 555 South West St.
City, State Zip: Jackson, Ms. 39201
Phone: 601-960-1392
Fax:
Federal ID Number: _____
Contact Person/Title: George Horn/ Training Chief
Email Address: ghorn@city.jackson.ms.us

1. **DATE(S) OF SERVICE:** November 27th, 2023

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department Training Facility

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1072 F Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: N/A

Maximum Number: 15

5. **SERVICE FEE:** Total Cost: No Charge (Grant Funded) And/or Cost Per Student:

Jackson FD- 20 Students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: Yes No If Yes, indicate which meals are provided: ___ Breakfast served 6:30 a.m. to 7:15 a.m. ___ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: Yes ___ # of Beds No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

17

11/28/23
CITY OF JACKSON, MISSISSIPPI

ORDER REQUESTING APPROVAL TO RECEIVE FUTURE PROFESSIONAL SERVICES FROM AND MAKE PAYMENTS TO OPEN DOORS GARAGE DOOR SERVICES LLC RELATED TO THE REPAIR, MAINTENANCE, AND SERVICING OF PARKS AND RECREATION FACILITIES' DOORS AND GARAGE DOORS (HUTTON, LUMUMBA)

WHEREAS, the Jackson Zoo has a chimp exhibit that needs maintenance and repairs including the maintenance and repair of doors to the exhibit; and

WHEREAS, the Jackson Zoo requested a quote from Open Doors Garage Doors Services (Open Doors); and

WHEREAS, Open Doors is an active vendor with the City of Jackson - vendor no. 400338; and

WHEREAS, Open Doors is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on October 30, 2020; and

WHEREAS, Open Doors provided a quote for maintenance, repairs and/or replacement of the door(s) for the chimp exhibit at the Jackson Zoo; and

WHEREAS, the quote submitted by Open Doors included two (2) Liftmaster 8165 door opener(s), two (2) 7' Chain Rails with labor, fabrication, and servicing to the door(s) for the chimp exhibit, for the price of THREE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$3,285.00); and

WHEREAS, it is in the best interests of the City of Jackson and the Jackson Zoo to have the above-described work performed to the chimp exhibit to provide efficiency and safer habitats for animals, keepers, and patrons; and

WHEREAS, it is also in the best interests of the City of Jackson that Open Doors be permitted to perform maintenance, repairs, servicing, and other related work, as needed, to other Parks and Recreation Department facilities that need that type of servicing; thus

IT IS HEREBY ORDERED that the above-described quote for professional door services of the chimp exhibit at the Jackson Zoo provided by Open Doors is approved and accepted and that payment in

Agenda Item # 17
December 5, 2023
(Hutton, Lumumba)

the amount of ONE THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$1,170.00) be made to Open Doors from account no. 390-498.00-6317; and

IT IS FURTHER ORDERED that the above-described quote for professional door services of the chimp exhibit at the Jackson Zoo provided by Open Doors is approved and accepted and that payment in the amount of TWO THOUSAND ONE HUNDRED FIFTEEN DOLLARS (\$2,115.00) be made to Open Doors from account no. 390-498.00-6419; and

IT IS FURTHER ORDERED that all future professional door services performed by Open Doors for the Parks and Recreation Department is approved and that payments for said professional door services be made to Open Doors from the Parks and Recreation Department's Budget; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) needed to effectuate the above professional door services that are to be performed by Open Doors.

BY: HUTTON, LUMUMBA

ITEM NO:	
DATE:	

Open Doors Garage Doors Services

665 S Pear Orchard Rd Ste 106-1192
Bridgeland, MS 39157 US
J1-613-3060
opendoorsgaragedoors@gmail.com



Estimate

ADDRESS
Jackson Zoo
Jackson Zoo
2918 W Capitol St

SHIP TO
Jackson Zoo
Jackson Zoo
2918 W Capitol St

ESTIMATE 1115
DATE 11/08/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Liftmaster 8165	Operator with one 893LM Transmitter, Deluxe Wall Console, Sensors, & Built in Wifi -	2	515.00	1,030.00
	7' Rail	Chain Rail	2	70.00	140.00
	Labor	Commerical labor (per motor)	2	575.00	1,150.00
	Fabrication	Commercial	1	725.00	725.00
	Service Fee	Door Balancing	1	240.00	240.00
SUBTOTAL					3,285.00
TAX					0.00
TOTAL					\$3,285.00

Accepted By

Accepted Date



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Open Doors Garage Door Services, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1243324
Status:	Good Standing
Effective Date:	10/30/2020
State of Incorporation:	Mississippi
Principal Office Address:	106 DOTSON PLACE JACKSON, MS 39213

Registered Agent

Name
Lemuel E. Richardson
106 Dotson Place
Jackson, MS 39213

Officers & Directors

Name	Title
LEMUEL E. RICHARDSON 106 DOTSON PLACE JACKSON, MS 39213	Member

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 20, 2023

POINTS	COMMENTS																																													
1. Brief Description	Order requesting approval to ratify future professional services and payments related to receiving professional door services by Open Doors Garage Doors, LLC. for maintenance and repairs for the City of Jackson Department Parks and Recreation facilities.																																													
2. Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																																													
3. Who will be affected	The City of Jackson employees, volunteers, and patrons of the Jackson Zoo.																																													
4. Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.																																													
5. Schedule (beginning date)	Upon Council Approval																																													
6. Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 5																																													
7. Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation – Jackson Zoo (David Wetzel / Angela White)																																													
8. COST	Three Thousand Two Hundred Eighty-Five Dollars (\$3,285.00)																																													
9. Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	One Thousand One Hundred Seventy Dollars (\$1,170.00) Account no. 390-498.00-6317 “Other Repairs & Maintenance” Category Two Thousand One Hundred Fifteen Dollars (\$2,115.00) Account no. 390-498.00-6419 “Other Professional Services” Category to Open Doors Garage Doors, LLC.																																													
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	√																																						

Parks & Recreation Department
633 North State Street 5th Floor
Jackson, MS 39202
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Stephen Hutton, Interim Director
CC: Abram Muhammad, Deputy Director
Department of Parks & Recreation
Date: November 20, 2023
Re: **FUTURE SERVICES RATIFICATION – OPEN DOOR GARAGE DOOR SERVICES, LLC.**

Order requesting approval to ratify future professional services and payments related to receiving professional door repair services by Open Doors Garage Doors Services, LLC. for maintenance and repairs for the City of Jackson Department Parks and Recreation facilities.

The Department of Parks and Recreation Department recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

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 REQUESTING APPROVAL TO RECEIVE FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO OPEN DOORS GARAGE DOOR SERVICES LLC RELATED TO THE REPAIR, MAINTENANCE, AND SERVICING OF PARKS AND RECREATION FACILITIES' DOORS AND GARAGE DOORS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 11/28/23

11/29/23
Date

OFFICE OF THE CITY ATTORNEY
11/28/23

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR HOME FUNDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND HABITAT FOR HUMANITY MISSISSIPPI CAPITAL AREA.

FILED IN THE CITY OF JACKSON
12/11/23

WHEREAS, in 2022 the Department of Planning and Development accepted proposals for the use of HOME funds within the Division of Housing and Community Development; and

WHEREAS, Habitat for Humanity Mississippi Capital Area submitted a response to the request for proposals for the use of HOME funds; and

WHEREAS, Habitat for Humanity Mississippi Capital Area has a principal office located at 615 Stonewall Street Jackson, Mississippi 39213

WHEREAS, Habitat for Humanity Mississippi Capital Area has been awarded \$690,711.69 (six hundred ninety thousand seven hundred eleven dollars and sixty-nine cents) in Community Housing Development Organization (CHDO) funds and \$335,588.31 in entitlement funds; and

WHEREAS, the total amount awarded is \$1,026,300 and will be used to assist in the Broadmoor Initiative with the acquisition, rehab and new construction of six (6) homes to be sold to low-income families; and.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to contract with Habitat for Humanity Mississippi Capital Area to provide certain development and construction cost relating to the Broadmoor Initiative project located in the City of Jackson.

Item#: 18

December 5, 2023

By: Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/07/2023

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR HOME FUNDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND HABITAT FOR HUMANITY MISSISSIPPI CAPITAL AREA.					
2.	Purpose	Preservation of housing stock in Jackson					
3.	Who will be affected	City of Jackson					
4.	Benefits						
5.	Schedule (beginning date)	Upon approval of grant					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 3					
7.	Action Implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development					
8.	COST	N/A					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	120-90160-6742					
10	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 10/25/2023

Re: Agenda Item

The attached agenda item is to authorize execution of contract with Habitat for Humanity Mississippi Capital Area.

Habitat for Humanity Mississippi Capital Area will utilize funds for the Broadmoor Initiative for the use of acquisition, rehabilitation, sale, and new construction of a total of six (6) homes to be sold to low income families. Please free to contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

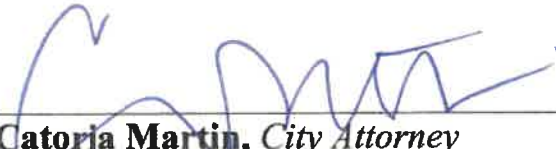
Office of the City Attorney

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
11/1/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR HOME FUNDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND HABITAT FOR HUMANITY MISSISSIPPI CAPITAL AREA** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Kristie Metcalfe, *Deputy City Attorney*



11/1/23

Date

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

April 4, 2023

Habitat for Humanity Mississippi Capital Area
Attn: Merrill Tenney McKewen
P. O. BOX 55634
Jackson, MS 39296

Dear Mrs. McKewen,

The City of Jackson is pleased to announce that your application submitted in response to the Office of Housing and Community Development (OHCD) Fiscal Year 2022– Home Investment Partnership Program Grant (HOME) for the Broadmoor Initiative Part 2 has been selected for award. The funding awarded in the amount of \$1,026,300 will be compiled of funding from several Fiscal Years.

HFHMCA is being awarded \$690,711.69 in Community Housing Development Organization (CHDO) funds and \$335,588.31 in entitlement funds. Please send a letter confirming acceptance of the award. Although the award amount is equal to the amount requested, please send an updated budget, timeline and project description. All documents are due by April 18, 2023.

If you have questions or need additional information regarding this award offer, please contact me at 601-960-4238 or vial email vtucker@jacksonms.gov.

Sincerely,

A handwritten signature in black ink that reads "Valerie Tucker".

Valerie Tucker, Deputy Director
Office of Housing and Community Development

19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
CHAIN ELECTRIC COMPANY FOR GENERAL CONSTRUCTION SERVICES
INCLUDING MAINTENANCE AND REPAIR FOR THE FARISH STREET
LIGHTING PROJECT**

SECRETARY OF THE CITY ATTORNEY
12/14/23

WHEREAS, the City of Jackson's Department of Planning and Development recommends to the governing authorities that street lighting improvements are needed for Farish Street; and

WHEREAS, said improvements will be made along Amite and Hamilton on Farish Street and will include the removal of 23 light poles and the installation of 7 cobra head lights; and

WHEREAS, the City of Jackson's Department of Planning and Development solicited quotes for professional services for construction and maintenance including but not limited to boring and light removal; and

WHEREAS, Chain Electric Company submitted the lowest quote in the amount of \$72,900.00.

IT IS THEREFORE, ORDERED that the Mayor is authorized execute a contract and related documents with Chain Electric Company to provide light removal and boring on Farish Street.

IT IS FURTHER ORDERED that the amount payable under the contract shall not exceed \$72,900.00.

ITEM NO. 19

DATE. December 5, 2023

BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/21/23
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	ORDER FOR CONTRACT WITH CHAIN ELECTRIC COMPANY FOR GENERAL CONSTRUCTION SERVICES INCLUDING MAINTENANCE AND REPAIR FOR FARISH STREET LIGHTING PROJECT																														
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 	4																														
3.	Who will be affected	City of Jackson residents																														
4.	Benefits																															
5.	Schedule (beginning date)	Immediately pending execution of contract																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7 Citywide																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT																														
8.	COST	\$72,900000																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ 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: 25%;">ABE _____</td> <td style="width: 10%;">%</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 20%;">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 _____
ABE _____	%	WAIVER	yes ___	no ___	N/A _____																											
AABE _____	%	WAIVER	yes ___	no ___	N/A _____																											
WBE _____	%	WAIVER	yes ___	no ___	N/A _____																											
HBE _____	%	WAIVER	yes ___	no ___	N/A _____																											
NABE _____	%	WAIVER	yes ___	no ___	N/A _____																											



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 11/21/2023

Re: Agenda Item

The Office of Planning has accepted a quote in the amount of \$72,900 for general construction services and maintenance with the removal and replacement of lighting along the Farish Street, for the Farish Street Lighting Project. This project is the beginning of bringing life back to Farish Street. If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.

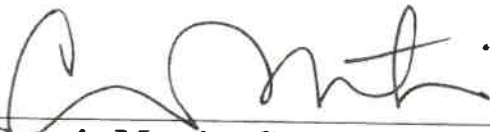
Office of the City Attorney

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

RECEIVED
\$44
11/14
3

OFFICE OF THE CITY ATTORNEY

This **ORDER FOR CONTRACT WITH CHAIN ELECTRIC COMPANY FOR GENERAL CONSTRUCTION SERVICES INCLUDING MAINTENANCE AND REPAIR FOR FARISH STREET LIGHTING PROJECT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



11/29/23
Date



April 24, 2023

Mr. Brian Washington
Jackson Redevelopment Authority Commissioner

RE: Light Removal and Boring on Farish Street

Dear Mr. Washington,

Chain Electric is pleased to provide the proposal for the above referenced project:

Scope of Work:

- Removal of (23) existing poles.
- Removal of (23) pole bases.
- Removal of feeders for (23) poles.
- Backfilling at removed base locations with sand.
- Boring for (7) new pole locations using 2" conduit.

Total Price: \$72,900

Clarifications:

- Rental for a Breaker Attachment is included in the quote for 6 days.
- Due to the lack of information on the 23 pole bases and related subsurface conditions, we are clarifying that removal and backfill of the pole bases will take no more than 6 days with our standard equipment (Service Bucket Truck, Digger Truck and Mini-Excavator) along with the rental of a Breaker Attachment for this period. Should additional time or equipment be required, a change order will be issued.
- Security is not included in this quote. Should security be required, cost will be billed at Cost + 15%.
- Payment terms are within 30 days.
- Lost time or additional mobilizations due to delays caused by others will be negotiated and billed as a change order.
- 2" Bore Pipe and sand for backfill included in price.
- Start date shall be coordinated with James Marshall prior to construction to ensure crew availability.
- Any materials required that are not included in the project below will be supplied by customer or billed back at the rate of the material plus 15%.



Please sign below to indicate your acceptance of these terms.

Should you have any questions and/or comments concerning this proposal, please do not hesitate to call Laurence Townsend (601) 466-3866 or James Marshall (601) 549-2001

Kind regards,

A handwritten signature in black ink, appearing to read "Nick Smith", written in a cursive style.

Nick Smith
Director of Estimating & Project Management
Chain Electric Company

A handwritten signature in black ink, appearing to read "Chloe Dohan", written in a cursive style.	4/24/2023
Signature	Date
Chloe Dohan	Director of Planning
Printed Name	Title



SOUTHERN ELECTRIC CORPORATION of MS

4374-A Mangum Drive

P.O. Box 320398

Flowood, MS 39232

Phone: (601) 939-2333

Fax: (601) 939-2261

Email: jeremy.mulligan@secofins.com

DATE: April 6, 2023

RE: Farish Street Project

Mr. Washington,

We appreciate the opportunity to quote the above referenced project for you. Our pricing includes labor, equipment, and material to provide the following:

Bid includes:

1. Removal of (23) existing poles.
2. Removal of (23) pole bases.
3. Removal of feeders for (23) poles.
4. Backfilling at removed base locations.
5. Boring for (7) new pole locations using 2" conduit.

Total Price **\$94,442.00**

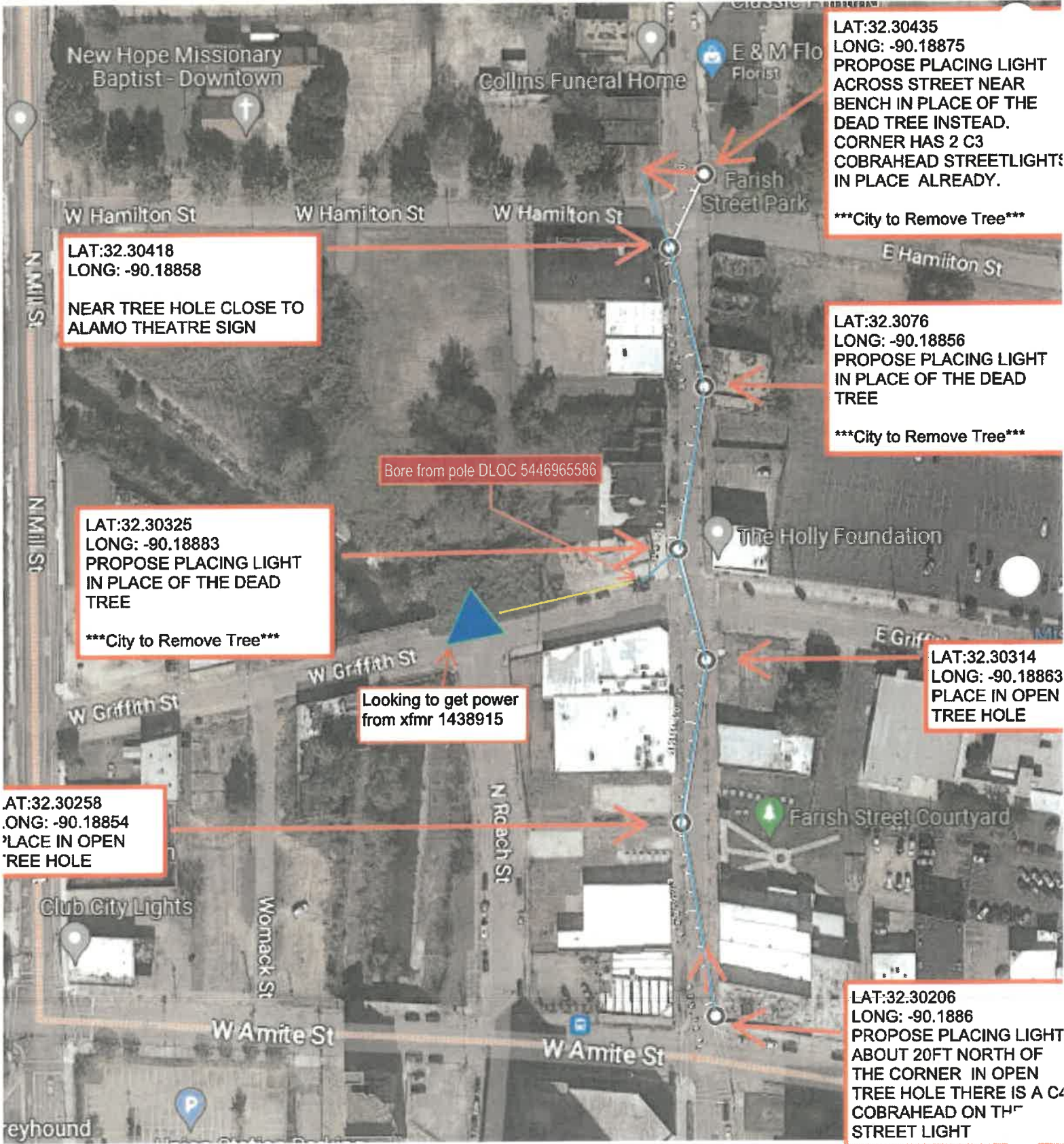
Clarification:

- 1) Price does not include tax
- 2) Price does not include permit fees of any kind.
- 3) Price is good for 10 days.
- 4) Price does not include removal, replacement, relocation, or repair of pavers.
- 5) Price does not include repairs due to unmarked utilities.

If you have any questions or need additional information, please don't hesitate to contact me.

Respectfully Yours,

Jeremy Mulligan
Service Manager
Southern Electric Corporation



LAT:32.30435
LONG: -90.18875
PROPOSE PLACING LIGHT
ACROSS STREET NEAR
BENCH IN PLACE OF THE
DEAD TREE INSTEAD.
CORNER HAS 2 C3
COBRAHEAD STREETLIGHTS
IN PLACE ALREADY.
City to Remove Tree

LAT:32.30418
LONG: -90.18858
NEAR TREE HOLE CLOSE TO
ALAMO THEATRE SIGN

LAT:32.3076
LONG: -90.18856
PROPOSE PLACING LIGHT
IN PLACE OF THE DEAD
TREE
City to Remove Tree

Bore from pole DLOC 5446965586

LAT:32.30325
LONG: -90.18883
PROPOSE PLACING LIGHT
IN PLACE OF THE DEAD
TREE
City to Remove Tree

Looking to get power
from xfmr 1438915

LAT:32.30314
LONG: -90.18863
PLACE IN OPEN
TREE HOLE

LAT:32.30258
LONG: -90.18854
PLACE IN OPEN
TREE HOLE

LAT:32.30206
LONG: -90.1886
PROPOSE PLACING LIGHT
ABOUT 20FT NORTH OF
THE CORNER IN OPEN
TREE HOLE THERE IS A C3
COBRAHEAD ON THE
STREET LIGHT

20

OFFICE OF THE CITY ATTORNEY
11/15/23

ORDER AUTHORIZING RATIFICATION OF PAYMENTS TO K. MARK BRADY AND INSITE VALUATIONS FOR APPRAISAL SERVICE ON A PORTION OF CITY OF JACKSON OWNED LAND PARCEL IN ORDER TO OBTAIN FAIR MARKET LEASE AMOUNT FOR RENEWAL OF A LEASE.

WHEREAS, on September 12, 2022, the U.S. Army submitted an application to the Surplus Property Division to renew a fifty-year lease that expired on June 30, 2022, the lease being of 9.46 acres of parcel number 307-1; and

WHEREAS, the Surplus Property Committee approved the renewal of a fifty-year lease pursuant to terms of Mississippi Code Section 21-17-1(2)(b)(i), which requires that two appraisals are to be obtained to get the average market value, and thus the monthly lease amount; and

WHEREAS, after no city department expressed a municipal need for the property, the Surplus Property Division issued a request for appraisal service quotes to six (6) certified appraisers; and

WHEREAS, the two lowest quotes were received from K. Mark Brady in the amount of One Thousand Five Hundred Dollars (\$1,500.00) and Insite Valuations in the amount of One Thousand Nine Hundred Fifty Dollars(\$1,950.00); and

WHEREAS, pursuant to Mississippi Code Section 21-17-1(2)(b)(i), the applicant will reimburse the City One Thousand Seven Hundred Twenty-Five Dollars (\$1,725.00), representing fifty percent of the total fee; and

IT IS THEREFORE ORDERED that it be authorized that The City of Jackson pay K. Mark Brady One Thousand Five Hundred dollars (\$1,500.00) and Insite Valuations One Thousand Nine Hundred Fifty dollars (\$1,950.00) for the appraisal of 9.46 acres of City-owned property for the purpose of establishing the fair market value lease amount for renewal of a fifty-year lease with the U.S. Army.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,450.00 shall be paid for the appraisal service rendered from funds budgeted for the Division.

Agenda Item # 20
December 5, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/28/2023
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENTS TO K. MARK BRADY AND INSITE VALUATIONS FOR APPRAISAL SERVICE ON A PORTION OF CITY OF JACKSON OWNED LAND PARCEL IN ORDER TO OBTAIN FAIR MARKET LEASE AMOUNT FOR RENEWAL OF EXPIRED LEASE.	
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Neighborhood Enhancement 5. Economic Development 	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Appraisals will allow continued occupancy of the U.S. Army and all the benefits it brings roll.	
5.	Schedule (beginning date)	Within a month after approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 4	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT REAL ESTATE DIVISION	
8.	COST	\$3,450.00	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund 404.10.6419 (Other Professional Services)	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 10/3/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the City be authorized to pay K. Mark Brady and Insite Valuations for real estate appraisals of 9.46 acres, more or less, of parcel 307-1 to establish market value for lease amount assessment upon renewal of a fifty (50) year land lease that the Surplus Property Committee approved renewal of. The process is governed by Section 21-17-1 (2)(b)(i) of the Mississippi Code of 1972, as amended, which mandates leasing to applicants at Fair Market Value, which is determined by the average value of the two appraisals.

Therefore, we respectfully request that you authorize payment to the two appraisers for the service required to complete the requirements for leasing the portion of the parcel 307-1 land to the Surplus Property applicant for economic development, crime prevention, neighborhood enhancement, and youth & education development.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENTS TO K. MARK BRADY AND INSITE VALUATIONS FOR APPRAISAL SERVICE ON A PORTION OF CITY OF JACKSON OWNED LAND PARCEL IN ORDER TO OBTAIN FAIR MARKET LEASE AMOUNT FOR RENEWAL OF EXPIRED LEASE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/15/23
Date



City of Jackson

Quotation Request Form

Division: Planning Department/Real Estate
Requestor: Vic Sexton
Address: 200 South President Street
Phone No: (601) 960-1055
Fax No: (601) 960-1292
Date: 6/14/2023
Page No. 1 of 1

Vendor Name: Insite Valuations
Address: 111 Roberts Lane Florence, MS 39073
Quoted by: Russell Roberts
Phone No: (601) 842-5470
Fax No:
Date: 7/5/2023
Quote Valid for: _____ days

Item No.	Quantity Requested/Units	Description of Items Requested/Manufacturer/Services or work to	Unit Price	Total Price
Labor		Commercial Real Estate Appraisal (LAND ONLY) - Parcel 307-1 (only 9.46 acres, where the building is located.....see GIS attachment), 4350 Officer Thomas Catchings Drive Jackson, MS (U.S. Army base)		\$1,950.00
Total:				\$1,950.00

[Handwritten Signature]

Signature

7/5/2023

Date

Insite Valuations - Russell Roberts

Company's Name



City of Jackson

Quotation Request Form

Division: Planning Department/Real Estate
Requestor: Vic Sexton
Address: 200 South President Street
Phone No: (601) 960-1055
Fax No: (601) 960-1292
Date: 6/14/2023
Page No. 1 of 1

Vendor Name: K. Mark Brady
Address: 125 Woodlands Green Drive Brandon, MS
Quoted by: K. Mark Brady
Phone No: (601) 672-6096
Fax No:
Date: 7/5/2023
Quote Valid for: 30 days

Item No.	Quantity Requested/Units	Description of Items Requested/Manufacturer/Services or work to	Unit Price	Total Price
Labor		Commercial Real Estate Appraisal (LAND ONLY) - Parcel 307-1 (only 9.46 acres, where the building is located.....see GIS attachment denoting approximate west boundary line), 4350 Officer Thomas Catchings Drive Jackson, MS (U.S. Army base)		\$1,500.00
Total:				\$1,500.00

K. Mark Brady

K. Mark Brady *K. Mark Brady*
 K. Mark Brady (signed 7-10-23)

7/5/2023



09/15/2022

SURP-22-3

Surplus Property

Status: Active

Date Created: Sep 12, 2022

Applicant

Terricka Leonard
terricka.d.leonard@usace.army.mil
109 St. Joseph St.
Mobile, AL 36602
251-259-2082

Primary Location

Point Location
32.3209, -90.2405

Applicant Information

Applicant Full Name

USACE

Contact Name (if different from Applicant)

Terricka D. Leonard

Email Address

Terricka.D.Leonard@usace.army.mil

Contact Number

251-259-2082

Mailing Address (City State and zip)

109 St. Joseph St. Mobile, Alabama 36602

Proposed Property to Purchase

Parcel Number

00307000000100000

Physical Address

4350 South Drive

What type of property is this?

Other

If other - explain

Old VA Hospital Site

What is your proposed use for this property

rehab of existing structure

Current zoning

B

How do you plan to use this property?

Business

What type of ownership will this be?

Corporation

Proposed Project state date

09/11/2023

Proposed Project completion date

09/12/2022

Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements

Project Narrative

Please explain your overall plan for this property

Government wants to renew lease agreement with the city of Jackson DACA01-5-72-645

Additional Documentation (not required)



MS007 Jackson DACA01-5-72-0645.pdf
Uploaded by Terricka Leonard on Sep 12, 2022 at 11:35 am

Digital Signature of Applicant

Terricka D. Leonard
09/12/2022

Internal

Decision

--

Reasoning for decision

--

Does the proposed property comply with zoning?

--

Attachments

No attachments

History



CITY OF JACKSON SURPLUS PROPERTY MEETING MINUTES – February 16, 2023

Acting Chairman: Vic Sexton (Planning Dept.)

I. The meeting was called to order at 2:36 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room.

II. The following committee members were present: Kristie Metcalfe (Legal), Chloe Dotson (Planning Department Director), Robert Lee (Public Works), Jennifer West (Planning), Ester Ainsworth (Planning Dept., Zoning), and Tyson Phillips (Planning)

III. The following committee members were absent: Stan Arnold (Public Works)

IV. Approval of meeting minutes from the October 20, 2022, December 8, 2022, and January 23, 2023 meetings. – Robert Lee made a motion that the minutes for the prior 3 meetings be approved and Jennifer West seconded the motion, which was approved by the committee unanimously.

V. OLD BUSINESS

Case 2023-3 PARCELS 79-6, 79-7, 79-9, 79-10, 79-11, 79-12, 79-21, 79-26, 79-26-1, 80-8-1, 80-8-3, 80-8-4, 80-7-2, 80-4, 80-9, 75-50, 80-16, 80-17, 80-18, 80-19, 80-20, 80-23, 80-24, 80-26, Marc Rowe wants to acquire the lots for parking for People Eat Culture, a proposed commercial/residential development in the Farish Street District. – It was motioned by Chloe Dotson and seconded by Robert Lee that the request be tabled to get a more detailed description of the proposed project by meeting with Mr. Rowe, in which the meeting is to include committee members Chloe Dotson, Ester Ainsworth, and Robert Lee, along with Smith Robertson Museum Manager, Theresa King. The motion was approved unanimously.

Case 2022-17 PARCEL 307-1, The U.S. Army wants to create a new lease after the expiration of a 50 year lease on June 30, 2022 on this parcel located at 4350 Officer Thomas Catchings Drive, where a training or reserve Center is located. – A motion was made by Chloe Dotson and seconded by Tyson Phillips that we declare the

parcel surplus and dispose of it via the appraisal method, offering the applicant the option of purchase or lease, with the option being presented within the next two weeks. The motion was approved unanimously.

2023-5 PARCELS 437-2-1 & 437-3 (old Tisdale Library lots), Antonia Erhabor wants to acquire the lots to open a vendor park. – A motion was made by Chloe Dotson and seconded by Ester Ainsworth that we dispose of the parcels via the bid method with a minimum acceptable amount of \$60,000.00. The motion was approved unanimously.

V. New Business

2023-6 PARCEL 824-548, First Film, owned by Curtis Nichouls, wants to acquire the old Dillard’s building at the Metro Center to create a film and television studio capable of fully servicing films, pre and post production and, through providing training, create a local film industry workforce. – A motion was made by Ester Ainsworth and seconded by Jennifer West that we deny the request based on the city needing to maintain ownership for municipal purposes.

VI. Adjournment: At 3:28 p.m. Tyson Phillips made a motion, that was seconded by Jennifer West and approved unanimously, that the meeting be adjourned.

Vic Sexton

From: Vic Sexton
Sent: Wednesday, February 22, 2023 9:16 AM
To: Ison Harris, Jr.; Catoria P. Martin; James Davis; Adriane Dorsey-Kidd; Willie Owens; Toya Martin
Cc: Louis Wright; Fidelis Malembeka; Safiya Omari; Tiffany Murray
Subject: Surplus Property

February 22, 2023

To: City of Jackson Departments

From: Vic Sexton – Planning & Development Department

(601) 960-1055, vsexton@jacksonms.gov

The Surplus Property committee met on February 16, 2023 and voted the following:

- **To declare parcels 437-3 & 437-2-1 (Tisdale Library) surplus and dispose of them through the bid process.**
- **To declare parcel 307-1 (U.S. Army Reserve Center – 4350 Officer Thomas Catchings Drive) surplus and either renew the lease or sell it to them.**

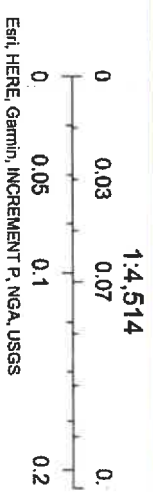
In accordance with the City of Jackson's Surplus Property executive order, each department has an opportunity to request the city maintain ownership or availability, in the case of the lease option, if there is a municipal need. Please respond accordingly within ten (10) business days.



6/14/2023, 12:58:00 PM

County Line

Parcels



DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS

LEASE NO. DA CA 01-5-72-645 -EN-ENG-

SOUTH ATLANTIC DIVISION
NEW LEASE MOBILE DISTRICT
NEGOTIATED LEASE

USAR

LAND LEASE

BETWEEN

CITY OF JACKSON, MISSISSIPPI

A MUNICIPAL CORPORATION OF THE STATE OF MISSISSIPPI

AND THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 21st day of September in the year one thousand nine hundred and seventy-one

CITY OF JACKSON, MISSISSIPPI, A MUNICIPAL CORPORATION OF THE STATE OF MISSISSIPPI whose address is Office of the Mayor Jackson, Mississippi 39205

and whose interest in the property hereinafter described is that of owner for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Situated in the Northeast corner of the former VA Hospital Site, approximately 3 1/2 miles from Northwest of downtown Jackson, Mississippi, and contains 9.3 acres, more or less, as shown on Exhibit A attached hereto.

to be used for the following purpose: Government purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 November 1971 through June 30, 1972; provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 2022

4. The Government shall pay the Lessor rent at the following rate:
ONE AND 00/100 DOLLAR (\$1.00) for the initial term of this lease and all renewals thereof the receipt and sufficiency of which are hereby acknowledged.

Payment shall be made at the end of each

by the

5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Jackson, Mississippi, 39205

and if given by the Lessor shall be addressed to The District Engineer, U. S. Army
Engineer District, Mobile, P. O. Box 2288, Mobile, Alabama 36628.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of

facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

Provisions 11 and 12 added on reverse side of Page 3 hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: ATTEST:

CITY OF JACKSON, MISSISSIPPI
A MUNICIPAL CORPORATION

Mrs. Evelyn Ballard
City Clerk

Russell C. Davis (SEAL)
RUSSELL C. DAVIS Lessor.
Mayor

THE UNITED STATES OF AMERICA,

By

[Signature]
MELVIN W. BOVITH
CHIEF, REAL ESTATE DIVISION
Contracting Officer

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I, *[Signature]* Secretary of the corporation certify that I am the named as Lessor in the attached lease; that lease on behalf of the Lessor, was then said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
SEAL

Provisions 11 and 12 added below.

11. It is understood and agreed that the Government shall have the right to remove and dispose of all existing improvements (including buildings, equipment and appurtenances) of the lessor located on the property at the beginning of the term of this lease without compensation in any form or manner whatsoever being due or payable to the Lessor by the Government.

12. The Lessor hereby waives any and all claims of any nature whatsoever for the restoration of the leased premises upon termination or expiration of this lease, and the Government shall have the right to abandon or dispose of buildings, foundations, concrete slabs, and other similar items on the property.

13. Provisions 11 and 12 were added to this lease prior to execution of the lease.

OFFICE OF THE SECRETARY OF DEFENSE
 DEPARTMENT OF DEFENSE
 WASHINGTON, D.C. 20301
 (2547)

[Signature]
 SECRETARY OF DEFENSE

DEPARTMENT OF DEFENSE
 OFFICE OF THE SECRETARY OF DEFENSE
 WASHINGTON, D.C. 20301

REVISIONS TO BE MADE ON REVERSE SIDE OF THIS PAGE

and any other rights and remedies provided by law or under this lease.
 (c) The rights and remedies of the Government provided in this clause shall not be limited or restricted in any way by the fact that the Government is a party to the lease.
 (d) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (e) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (f) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (g) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (h) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (i) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (j) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (k) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (l) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (m) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (n) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (o) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (p) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (q) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (r) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (s) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (t) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (u) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (v) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (w) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (x) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (y) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.
 (z) The Government shall have the right to terminate this lease at any time without compensation to the Lessor or to any other party to the lease.

TRACT 101
CITY OF JACKSON, MISSISSIPPI
9.46 ACRES
UNITED STATES ARMY RESERVE CENTER
JACKSON, MISSISSIPPI

All that tract or parcel of land lying and being in Section 31, Township 6 North, Range 1 East, Choctaw Meridian, Hinds County, Mississippi, being more particularly described as follows:

Beginning at an iron pin in a concrete monument which is 1,320 feet, more or less, East of the West line and 2,640 feet, more or less, North of the South line of said Section 31, on the East boundary of the tract of land of the former Veterans Administration Hospital, and at plane coordinate position North 661,892.10 feet and East 528,871.39 feet, based on Transverse Mercator Projection, Mississippi West Zone;

Thence S 00° 13' W along the East boundary of said hospital tract 27.6 feet to an iron pin designated "G";

Thence N 89° 46' W 400.1 feet to a nail and bottle cap set in asphalt;

Thence N 00° 15' E 632.0 feet to a concrete monument stamped "COR B" which is at plane coordinate position North 662,498.13 feet and East 528,473.87 feet;

Thence N 89° 45' W 200.0 feet to a concrete monument stamped "COR C";

Thence N 00° 14' E 300.9 feet to an iron pin designated "D" which is on the North boundary of said former hospital tract;

Thence S 89° 21' E along the North boundary of said former hospital tract 401.3 feet to a corner of said tract;

Thence S 44° 25' E along the boundary of said former hospital tract 282.4 feet to a corner of said tract;

Thence S 00° 13' W along the boundary of said hospital tract 701.5 feet, more or less, to the point of beginning.

Containing 9.46 acres, more or less (all of which was formerly owned in Fee by the United States of America as Tract A-1 of the Foster General Hospital), and designated as Tract 101 of the United States Army Reserve Center, Jackson, Mississippi.

EXHIBIT "A"

ORDER AUTHORIZING MAYOR AND CLERK TO EXECUTE LAND LEASE BETWEEN THE CITY OF JACKSON AND THE UNITED STATES OF AMERICA FOR 9.3 ACRES, MORE OR LESS, IN OLD VA HOSPITAL SITE.

IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that Mayor Russell C. Davis be and he is hereby authorized to execute for and on behalf of the City of Jackson, and the City Clerk to attest same, a Land Lease between the City of Jackson and the United States of America, covering 9.3 acres, more or less, in the Old VA Hospital Site, the said Land Lease being substantially as follows:

Lease No. DA
USAR

SOUTH ATLANTIC DIVISION
NEW LEASE
MOBILE DISTRICT

LAND LEASE
BETWEEN

CITY OF JACKSON, MISSISSIPPI
A MUNICIPAL CORPORATION OF THE STATE OF MISSISSIPPI

AND

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 21st day of September in the year one thousand nine hundred and seventy-one by and between CITY OF JACKSON, MISSISSIPPI, A MUNICIPAL CORPORATION OF THE STATE OF MISSISSIPPI, whose address is Office of the Mayor, Jackson, Mississippi 39205; and whose interest in the property hereinafter described is that of owner, for itself, its successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Situated in the Northeast corner of the former VA Hospital Site, approximately 3-1/2 miles from Northwest of downtown Jackson, Mississippi, and contains 9.3 acres, more or less, as shown on Exhibit A attached hereto,

to be used for the following purpose: Government purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1971 through June 30, 1972, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 2022.

4. The Government shall pay the Lessor rent at the following rate: ONE AND 00/100 DOLLAR (\$1.00) for the initial term of this lease and all renewals thereof the receipt and sufficiency of which are hereby acknowledged.

5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Jackson, Mississippi 39205 and if given by the Lessor shall be addressed to The District Engineer, U. S. Army Engineer District, Mobile, P. O. Box 2288, Mobile, Alabama 36628.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise)

were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

(Provisions 11 and 12 added on reverse side of Page 3 hereof.)

11. It is understood and agreed that the Government shall have the right to remove and dispose of all existing improvements (including buildings, equipment and appurtenances) of the lessor located on the property at the beginning of the term of this lease without compensation in any form or manner whatsoever being due or payable to the Lessor by the Government.

12. The Lessor hereby waives any and all claims of any nature whatsoever for the restoration of the leased premises upon termination or expiration of this lease, and the Government shall have the right to abandon or dispose of buildings, foundations, concrete slabs, and other similar items on the property.

13. Provisions 11 and 12 were added to this lease prior to execution of the lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF JACKSON, MISSISSIPPI
A MUNICIPAL CORPORATION

ATTEST:

(Seal)
RUSSELL C. DAVIS Lessor.
Mayor

City Clerk

THE UNITED STATES OF AMERICA

By _____
MELVIN W. DOVITH
CHIEF, REAL ESTATE DIVISION
Contracting Officer

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next regular meeting.

APPROVED:

Russell C. Davis

[Signature] *[Signature]*

COMMISSIONER

ATTEST:

Miss Evelyn Ballard

CITY CLERK

21

OFFICE OF THE CITY ATTORNEY
11/29/2023

ORDER RATIFYING PROCUREMENT OF TREE CUTTING AND REMOVAL SERVICES AT LEAVELL WOODS PARK FROM EVANS TREE SERVICE, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, on Tuesday, November 21, 2023, the Department of Parks and Recreation requested assistance with removal of a tree that snapped; and

WHEREAS, the Department of Public Works assessed the tree and found it to be broken at the base, leaning on another tree, and in danger of falling onto the walking trail, Meadow Lane, and on overhead power and utility lines; and

WHEREAS, in order to protect the public from the danger of a tree unpredictably falling onto passing vehicles and pedestrians, the Department of Public Works contacted a tree service to cut down and remove the tree on very short notice the day before Thanksgiving; and

WHEREAS, due to these exigent circumstances, the procurement of this tree cutting and removal work was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in the invoice attached hereto was provided to the Department of Public Works and said tree work has been rendered.

IT IS, THEREFORE, ORDERED that the procurement of tree cutting and removal services at Leavell Woods Park from Evans Tree Service, LLC is hereby ratified.

IT IS FURTHER ORDERED that payment to the following vendor in the amount set forth be made, consistent with the attached invoice:

Vendor	Invoice No.	Invoice Date	Amount
Evans Tree Service, LLC	6386	11/22/2023	\$2,800.00

Item # 21
Date: December 5, 2023
By: R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 27, 2023

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF TREE CUTTING AND REMOVAL SERVICES AT LEAVELL WOODS PARK FROM _____, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure & Transportation 7. Quality of Life 								
3.	Who will be affected	Department of Public Works Department of Parks and Recreation								
4.	Benefits	Authorize payment for tree cutting and removal services								
5.	Schedule (beginning date)	Upon Council Approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Leavell Woods Park (Ward 7) on Meadow Lane (Ward 6/7)								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works Department of Parks and Recreation								
8.	COST	\$2,800.00								
9.	Source of Funding <ul style="list-style-type: none"> ▪ Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	005.501.10-6419								
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	___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: November 27, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Evans Tree Service, LLC to cut down a tree at Leavell Woods Park. A photo of the tree as it was found is attached for reference. The Department of Public Works was contacted on Tuesday, November 21, to assist with cutting a tree that had snapped at the base. Our Bridges and Drainage Division noted that the tree was leaning on another tree and was in danger of falling onto the walking trail, Meadow Ln, and onto overhead power lines. To protect the public, Bridges and Drainage called Evans Tree Service, LLC and they agreed to cut the tree down the next day, which was the day before Thanksgiving.

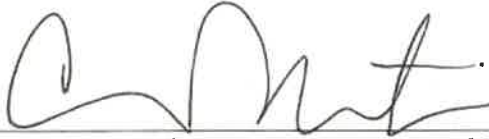
Because of the danger to the public posed by the tree propped on another tree, it was necessary to remove the tree without going through the proper process. The item will ratify procurement of the tree service and authorize payment. It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
11/29/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF TREE CUTTING AND REMOVAL SERVICES AT LEAVELL WOODS PARK FROM EVANS TREE SERVICE, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FOR THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

11/29/23
DATE

6017605093

INVOICE

SOLD TO	Contacts
ADDRESS	Meadow Brook-Sykes Park
CITY, STATE, ZIP	

SHIP TO	Contacts
ADDRESS	
CITY, STATE, ZIP	

CUSTOMER ORDER NO	SOLD BY	TERMS	F.O.B	DATE

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Cut and remove one pine tree in the park		
	Hanging over into the road over the main line		
	And stomp grind	\$2800.00	\$2,800.00
TOTAL			\$2,800.00

Photo of partially fallen tree at Leavell Woods Park walking trail
Tuesday, November 21, 2023



22

**ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH
LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT
NORTHSIDE DRIVE AT LIVINGSTON ROAD**

OFFICE OF THE CLERK
12/5/2023
R. Lee

WHEREAS, the City Council ratified a contract with Lewis Electric, Inc. to repair to the traffic signal at Northside Drive at Livingston Road in an amount not to exceed \$27,250.00; and

WHEREAS, all work has been completed on the contract, inspected, and accepted.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$27,250.00 to Lewis Electric, Inc. for repairs to the traffic signal at Northside Drive at Livingston Road is hereby authorized.

IT IS FURTHER ORDERED that the Municipal Clerk is authorized to publish the Notice of Completion for the project.

ITEM 22

AGENDA December 5, 2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
2023

November 27,

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT LIVINGSTON ROAD	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life	
3.	Who will be affected	Motorists on Watkins Drive	
4.	Benefits	Signal Repairs	
5.	Schedule (beginning date)	Work Completed	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) Project limits if applicable	Northside Dr at Livingston Rd (Wards 2,3,4)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	Public Works	
8.	COST	\$27,250.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 44890 6826	
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 _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: November 27, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing final payment to the contract with Lewis Electric, Inc. for repair work at Northside Dr at Livingston Road. All repair work has been completed. 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.


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
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT LIVINGSTON ROAD** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

11/29/23
DATE

LEWIS ELECTRIC, INC.

Fed ID #64-0823637
601-932-0101
P. O. Box 320337
Flowood, MS 39232

Invoice

Date	Invoice #
11/15/2023	M2023.165

Bill To
CITY OF JACKSON ATTN: NATHAN LIGHTER TRAFFIC SIGNAL DIVISION JACKSON, MS

P.O. No.	Terms	Project
	UPON RECEIPT	

Quantity	Description	Rate	Amount
1	11/14/23: NORTHSIDE AND LIVINGSTON REPAIR TRAFFIC SIGNAL INCLUDES: PROVIDE AND INSTALL WOOD POLE PROVIDE AND INSTALL SIGNAL SPANS AND HARDWARE PROVIDE AND INSTALL TRAFFIC SIGNAL HEADS PROVIDE AND INSTALL TRAFFIC SIGNAL CABLE	27,250.00	27,250.00
NO TAX - GOVERNMENT AGENCY		Total	\$27,250.00

23

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE KWANZAA CELEBRATION AND WISHING
A HAPPY AND SAFE OBSERVANCE FOR ALL CITIZENS

WHEREAS, citizens in the City of Jackson and people throughout the world pause to celebrate KWANZAA, December 26th through January 1st of each year; and

WHEREAS, the annual celebration is marked by community gatherings, cultural events and historical commemorations; and

WHEREAS, *KWANZAA* events are held nightly with each night designated by a guiding principle: 1) Umoja, 2) Kujichagulia, 3) Ujima, 4) Ujamaa, 5) Nia 6) Kuumba and 7) Imani; and

WHEREAS, the Jackson City Council promotes safety and expresses hope for a positive and enlightening cultural experience for all.

THEREFORE, BE IT RESOLVED, that Councilman Kenneth I. Stokes and his Council colleagues highly support the observance of Kwanzaa and wish for its citizens a safe, happy *KWANZAA* celebration.

SO RESOLVED, this the _____ day of December, 2023.

Agenda Item No. 23
Date: December 5, 2023
By: STOKES

24

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2023

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the first official mention of December 25th as a holiday honoring Jesus' birthday appeared on an early Roman calendar from 336 A.D.; and

WHEREAS, the celebration of Christmas spread throughout the Western world over the next several centuries; in 1870, Christmas became a federal holiday; Christians throughout the world will celebrate this day; and

WHEREAS, Monday, December 25, 2023, will be celebrated as a time for family to: gather, focus on the center of Christmas - -the birth of Jesus, prepare and share in fellowship and food; and

WHEREAS, as we celebrate this joyous season, may we embrace ways to love and serve humankind throughout the year; and

WHEREAS, we wish each citizen a safe, joyful and peaceful Christmas, filled with love.

NOW, THEREFORE BE IT RESOLVED, Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a very Merry Christmas.

SO RESOLVED, this the 5th day of December, 2023.

Agenda Item No.: 24
Date: December 5, 2023
BY: Stokes

25

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2024

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the holiday, referred to as New Year, marks the end of the year and time to start afresh, make new and/or evaluate decisions as we prepare for 2024; the new year has not always been celebrated on January 1st and is not recognized in some cultures; and

WHEREAS, Monday, January 1, 2024, will be celebrated as a time for family to gather, share a delightful meal, reflect on its journey and renew family commitment(s); and

WHEREAS, as the countdown to midnight begins, we admonish each person to take a moment to reflect, introspect and change or make new plans as we go forward into the New Year; and

WHEREAS, we encourage our citizens to relax, restore and recommit to investing our time and talents for the betterment of our family, community and city, Jackson; and

WHEREAS, we wish for each citizen a safe and fulfilling New Year.

NOW, THEREFORE BE IT RESOLVED that Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a Happy New Year.

SO RESOLVED, this the 5th day of December, 2023.

Agenda Item No.: 25

Date: December 5, 2023
BY: Stokes

26

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE 2024 REVEREND DR. MARTIN LUTHER KING, JR.
BIRTHDAY CELEBRATION OBSERVANCE**

WHEREAS, Reverend Dr. Martin Luther King, Jr was born January 15, 1929 and fell to the bullet of an assassin on April 4, 1968 which saddened hearts of people throughout the world; and

WHEREAS, the Reverend Dr. Martin Luther King, Jr. celebration shall be observed January, 2024 in Jackson, MS; and

WHEREAS, minister, Nobel Peace Prize recipient, civil and human rights drum major and leader, Reverend Dr. King, Jr. was at the helm of matchless efforts on behalf of the poor and disenfranchised in the United States and throughout the world; and

WHEREAS, the entire nation and world will join in the Reverend Dr. Martin Luther King, Jr. Birthday Celebration, 2024; we in Jackson, Mississippi will observe through: literary contests, church celebrations, choir performances, crowned by an enlightening Awards Banquet; the largest Martin Luther King, Jr. Observance Parade in the United States, January 13, 2024 and a Birthday Bash, January 15, 2024.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson is hereby authorized to support and join the Reverend Dr. Martin Luther, King, Jr. Birthday Celebration Observance, 2024.

SO RESOLVED, this the 5th day of December, 2023.

Agenda Item No. 26
Date: December 5, 2023
By; STOKES

