

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 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 May 21, 2024, being the third 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; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7 (via teleconference).  
Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

**Absent:** Brian Grizzell, Ward 4.

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

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The invocation was offered by **Pastor C. J. Rhodes of Mt. Helm Baptist Church, Ward 5**.

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

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The following announcements were provided to open the meeting:

- **Vice President Lee** announced the following:
  - Opened the meeting in honor of Joan Norwood in her passing and keep Senator Sollie Norwood and his family in prayer.
  - Congratulations and special recognition to all Callaway High School and Tougaloo College Graduates.
- **Council Member Foote** announced the following:
  - Opened the meeting in honor of Melvin McNair Jr.
- **President Banks** announced the following:
  - Congratulations and special recognition to all Forest Hill High School graduates as well as all Jackson Public Schools graduates.

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**Note:** Council Member Stokes joined the meeting.

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The following individuals provided public comments during the meeting:

- **Fred Johnson Jr.** expressed concerns regarding overgrown vegetation on Westhaven Blvd.
- **Mike Mikola** announced the 'Cereal for Summer' feeding program sponsored by The Voice of Calvary Ministries would take place on Saturday, June 8<sup>th</sup> and requested support from City Officials and the Jackson Police Department.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO**

**MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116  
LOCATED AT 2343 HICKORY DRIVE – PARCEL #837-166-2 – \$6,438.00.**

**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-22-116 located at 2343 Hickory Drive parcel #837-166-2 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 Drive; and

**WHEREAS**, Love Trucking Co., Inc. submitted the lowest bid of \$6,438.00; and

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

**WHEREAS**, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2343 Hickory Drive in an amount not to exceed \$6,438.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2343 Hickory Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to \$6,438.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Grizzell.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE REVISED CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-77 LOCATED AT 2441 GLENN STREET – PARCEL #208-45 – \$6,660.00.**

**WHEREAS**, the State of Mississippi received 2441 Glenn Street due to delinquent taxes; and

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

**WHEREAS**, on March 8, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-77 located at 2441 Glenn Street parcel #208-45 in Ward 5 of the City of Jackson; and

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

**WHEREAS**, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2441 Glenn Street for the sum of \$6,660.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2441 Glenn Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6,660.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Grizzell.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 9, 2024 FOR THE FOLLOWING CASES:**

- |         |         |       |         |         |         |         |
|---------|---------|-------|---------|---------|---------|---------|
| 23-1209 | 23-1035 | 23-23 | 22-2048 | 24-166  | 23-1472 | 23-92   |
| 23-2130 | 23-2737 | 23-21 | 24-274  | 24-163  | 23-2850 | 23-1494 |
| 23-670  | 23-2735 | 23-20 | 24-34   | 23-2575 | 23-1507 | 24-365  |

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

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

**WHEREAS**, hearings were held on April 9, 2024; and

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

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

- 1) **Case #23-1209: Parcel #421-115** located at 3348 Nashville St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 2) **Case #23-2130: Parcel #621-28** located at 3133 Benson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 3) **Case #23-670: Parcel #833-249** located at 1653 Chapman Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 4) **Case #23-1035: Parcel #628-413** located at 1636 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 5) **Case #23-2737 Parcel #628-39** located at 2847 Woodside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

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

- 6) **Case #23-2735: Parcel #207-134** located at 175 Kimbrough Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 7) **Case #23-23: Parcel #615-67** located at 2864 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) **Case #23-21: Parcel #619-134** located at 2939 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 9) **Case #23-20: Parcel #619-131** located at 2957 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 10) **Case #22-2048: Parcel #645-453** located at 367 Elms Court Cir.: After hearing testimony from Deangelo Gordon, hearing officer recommends that the property be held in abeyance for seven (7) days. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 11) **Case #24-274: Parcel #433-8** located at 204 Robinhood Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #24-34: Parcel #527-572** located at 845 Berwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 13) **Case #24-166: Parcel #433-286** located at 4456 N. State St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 14) **Case #24-163: Parcel #212-24** located at 1922 Belvedere Dr.: After hearing testimony from Jeraldine Young, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Jeraldine Young shall be afforded fifteen (15) days until April 24, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 15) **Case #23-2575: Parcel #427-96** located at 743 Hickory Ridge Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 16) **Case #23-1472: Parcel #429-386** located at 138 Del Rio St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 17) **Case #23-2850: Parcel #56-67-1** located at 224 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 18) **Case #23-1507: Parcel #51-28** located at 506 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 19) **Case #23-92: Parcel #822-167** located at 4914 Sunnybrook Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

20) **Case #23-1494: Parcel #611-319** located at 3703 Gretchen St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

21) **Case #24-365: Parcel #698-122** located at 1131 Mclean St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

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

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

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

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

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

Nays – None.

Absent – Grizzell.

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

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 12, 2024 FOR THE FOLLOWING CASES:**

22-1503	23-197	23-279	24-325	23-839	22-1319	22-1262
23-2420	23-196	23-2256	23-1455	24-100	23-174	24-235
22-104	22-2514	23-1376	22-509	23-2777	24-228	
22-2532	23-2782	24-322	23-844	23-1653	24-233	

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

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

**WHEREAS**, hearings were held on March 12, 2024; and

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

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

- 1) **Case #22-1503: Parcel #212-23** located at 1932 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 2) **Case #23-2420: Parcel #210-101** located at 2544 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 3) **Case #22-104: Parcel #425-545** located at 3535 Mosely Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 4) **Case #22-2532: Parcel #70-18-7** located at 280 E. Fortification St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 5) **Case #23-197 Parcel #59-7** located at 139 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7



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Scope of Work: Remove trash and debris.

- 6) **Case #23-196: Parcel #59-6-1** located at 147 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 7) **Case #22-2514: Parcel #59-15** located at 149 Livingston St.: After hearing testimony from James Clark, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, James Clark shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 8) **Case #23-2782: Parcel #721-341** located at 5109 Pennswood Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 9) **Case #23-279: Parcel #56-22-13** located at 235 Decelle St.: After hearing testimony from Don Causey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Don Causey shall be afforded ninety (90) days until June 10, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 10) **Case #23-2256: Parcel #427-176** located at 4122 Liberty Hill Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 11) **Case #23-1376: Parcel #430-8-16** located at 3725 Northhaven Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #24-322: Parcel #116-135** located at 143 Georgia Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 13) **Case #24-325: Parcel #116-158** located at 227 Georgia Ave.: After hearing testimony from Mahalia Ward, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mahalia Ward shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 14) **Case #23-1455: Parcel #101-122-16** located at 2947 Bishop St.: After hearing testimony from Alvin Day & Larry Lacey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Alvin Day & Larry Lacey shall be afforded thirty (30) days until April 11, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 15) **Case #22-509: Parcel #422-199** located at 1024 W. Mayes St.: After hearing testimony from Luther Baldrige Jr. & Artie Daniel, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Luther Baldrige Jr. & Artie Daniel shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 16) **Case #23-844: Parcel #421-248** located at 1323 W. Mayes St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 17) **Case #23-839: Parcel #421-309** located at 3126 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 18) **Case #24-100: Parcel #125-40** located at 160 Kolb St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 19) **Case #23-2777: Parcel #163-78** located at 1420 Cox St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 20) **Case #23-1653: Parcel #643-48** located at 3864 Faulk Blvd.: After hearing testimony from Nnamdi Cummings, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Nnamdi Cummings shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

- 21) **Case #22-1319: Parcel #126-71** located at 316 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 22) **Case #23-174: Parcel #820-44** located at 1618 Reddix St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris.

- 23) **Case #24-228: Parcel #59-10-10** located at 1610 N. Mill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 24) **Case #24-233: Parcel #77-28** located at 502 N. Mill St. Unit 14: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 25) **Case #22-1262: Parcel #73-39** located at 757 N. Mill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 7

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

- 26) **Case #24-235: Parcel #86-14** located at 218 N. Mill St.: After hearing testimony from Farice Daigle, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Farice Daigle shall be afforded fourteen (14) days until March 26, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

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

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

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

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

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

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**ORDER ACCEPTING PAYMENT OF \$3,145.09 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED STEVEN A. KEY AS A VEHICLE DAMAGE SETTLEMENT.**

**IT IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$3,145.09 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0087 on July 25, 2023.

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

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

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**APPROVAL OF THE APRIL 23, 2024 REGULAR CITY COUNCIL MEETING MINUTES.**

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

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

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**President Banks** requested that Discussion Items No. 34 and 35 be moved forward on the Agenda. Hearing no objections, the following were discussed:

There came on for Discussion Item No. 34:

**DISCUSSION: PAVED STREET & POT HOLE REPAIR:** **President Banks** recognized **Council Member Hartley** who expressed concerns regarding the need for regular steady maintenance crews to address potholes and street repair. **President Banks** recognized **Safiya Omari, Chief of Staff**, who stated the City was experiencing a manpower problem but was looking to hire a contractor to help address the problem. **President Banks** recognized **Hibbett Neal, Chairman of the Board, Neel-Schaffer** and **Chad Toles, Project Engineer, Neel-Schaffer**, who provided an update on the resurfacing project they are currently working on.

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There came on for Discussion Item No. 35:

**DISCUSSION: PUBLIC WORKS DIRECTOR & CITY ENGINEER:** **President Banks** recognized **Council Member Hartley** who expressed concerns regarding the need to hire a Public Works Director to help manage and facilitate addressing problems with projects not being worked on. **President Banks** recognized **Safiya Omari, Chief of Staff**, who stated the City was looking to contract a firm to help provide the leadership needed for the City’s Public Works Department.

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**President Banks** recognized **Council Member Hartley** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, Order authorizing the Mayor to execute contracts between 2022 Emergency Solutions Grant (ESG) program funds in the City of Jackson for a total of \$140,892.30, from the Department of Housing and Urban Development (HUD) for eligible activities related to rapid re-housing, homelessness prevention, street outreach, emergency shelter, and a homelessness management information system.

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

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

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**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND  
THE CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES  
INVOLVED IN DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the incidence of drive-by shootings and the readily available means of identification of such vehicles make it evident exactly what vehicles are being involved in these drive-by shootings in the City of Jackson; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the owners of these vehicles be relieved of the ownership of these vehicles to increase the likelihood that these types of crimes do not continue in the City of Jackson; and

**WHEREAS**, according to Mississippi Code Annotated Section 97-3-111, titled “Forfeiture of vehicles used in drive-by shootings or bombings”, the Jackson City Council hereby encourages the District Attorney and all existing powers to file petition when such a crime happens.

**THEREFORE, IT IS HEREBY ORDERED** the City Council of Jackson, Mississippi hereby orders the Jackson Police Department to impound and the City of Jackson to acquire title to any vehicles involved in drive-by shootings in the City of Jackson.

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

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**President Banks** moved; seconded by **Council Member Stokes** to amend said order adding a 4<sup>th</sup> WHEREAS stating “according to Mississippi Code Annotated Section 97-3-111, titled “Forfeiture of vehicles used in drive-by shootings or bombings”, the Jackson City Council hereby encourages the District Attorney and all existing powers to file a petition when such a crime happens”. The motion prevailed by the following vote:

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

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**President Banks** moved; seconded by **Council Member Stokes** to amend said order adding a **THEREFORE, IT IS HEREBY ORDERED** section after the 4<sup>th</sup> WHEREAS stating **THEREFORE, IT IS HEREBY ORDERED** that a copy of this order should be provided to the District Attorney or his designee. The motion prevailed by the following vote:

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE JACKSON POLICE DEPARTMENT TO IMPOUND AND THE CITY OF JACKSON TO ACQUIRE TITLE TO ANY VEHICLES INVOLVED IN DRIVE-BY SHOOTINGS IN THE CITY OF JACKSON.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the incidence of drive-by shootings and the readily available means of identification of such vehicles make it evident exactly what vehicles are being involved in these drive-by shootings in the City of Jackson; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the owners of these vehicles be relieved of the ownership of these vehicles to increase the likelihood that these types of crimes do not continue in the City of Jackson; and

**WHEREAS**, according to Mississippi Code Annotated Section 97-3-111, titled “Forfeiture of vehicles used in drive-by shootings or bombings”, the Jackson City Council hereby encourages the District Attorney and all existing powers to file petition when such a crime happens; and

**WHEREAS**, according to Mississippi Code Annotated Section 97-3-111, titled “Forfeiture of vehicles used in drive-by shootings or bombings”, the Jackson City Council hereby encourages the District Attorney and all existing powers to file petition when such a crime happens.

**THEREFORE, IT IS HEREBY ORDERED** that a copy of this order should be provided to the District Attorney or his designee.

**THEREFORE, IT IS HEREBY ORDERED** that the City Council of Jackson, Mississippi hereby orders the Jackson Police Department to impound and the City of Jackson to acquire title to any vehicles involved in drive-by shootings in the City of Jackson.

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

Nays – None.

Absent – Grizzell.

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**ORDER APPROVING CLAIMS NUMBER 30269 to 30323 APPEARING AT PAGES 53 TO 78 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,738,904.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30269 to 30323 appearing at pages 53 to 78, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,738,904,.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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,264,111.52
SEIZURE & FORF PROP-STATE	154.85
TECHNOLOGY FUND	439,793.12
PARKS & RECR. FUND	47,753.59
LANDFILL/SANITATION FUND	258,651.35

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 10:00 A.M.**

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STATE TORT CLAIMS FUND	72,258.54
WATER/SEWER OP & MAINT FUND	678.70
EMPLOYEES GROUP INSURNACE FUND	212,484.68
KELLOGG FOUNDATION PROJECT	3,276.88
PAYROLL FUND	191.35
HOUSING COMM DEV ACT (CDBG) FD	2,186.73
UNEMPLOYMENT COMPENSATION REVO	1,472.55
H O P W A GRANT – DEPT. OF HUD	74,987.66
INFRASTRUCTURE BOND 2020 \$32M	801,011.97
1% INFRASTRUCTURE TAX	73,165.83
TRANSPORTATION FUND	49,110.02
JXN CONVENTION & VISITORS BUR	317,552.37
P E G ACCESS- PROGRAMMING FUND	3,422.35
2015 A/B G.O. REFUNDING	750.00
MODERNIZATION TAX	5,065.00
CAO GRANTS	91,131.00
ZOOLOGICAL PARK	10,241.29
LIBRARY FUND	9,453.50
<b>TOTAL</b>	<b><u>\$3,738,904.85</u></b>

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

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

**President Banks** moved; seconded by **Vice President Lee** to amend said order to remove all towing invoices from claims. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell.

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

**ORDER APPROVING CLAIMS NUMBER 30269 to 30323 APPEARING AT PAGES 53 TO 78 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,733,149.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30269 to 30323 appearing at pages 53 to 78, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,733,149.85 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,258,356.52
SEIZURE & FORF PROP-STATE	154.85
TECHNOLOGY FUND	439,793.12
PARKS & RECR. FUND	47,753.59



**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 10:00 A.M.**

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LANDFILL/SANITATION FUND	258,651.35
STATE TORT CLAIMS FUND	72,258.54
WATER/SEWER OP & MAINT FUND	678.70
EMPLOYEES GROUP INSURNACE FUND	212,484.68
KELLOGG FOUNDATION PROJECT	3,276.88
PAYROLL FUND	191.35
HOUSING COMM DEV ACT (CDBG) FD	2,186.73
UNEMPLOYMENT COMPENSATION REVO	1,472.55
H O P W A GRANT – DEPT. OF HUD	74,987.66
INFRASTRUCTURE BOND 2020 \$32M	801,011.97
1% INFRASTRUCTURE TAX	73,165.83
TRANSPORTATION FUND	49,110.02
JXN CONVENTION & VISITORS BUR	317,552.37
P E G ACCESS- PROGRAMMING FUND	3,422.35
2015 A/B G.O. REFUNDING	750.00
MODERNIZATION TAX	5,065.00
CAO GRANTS	91,131.00
ZOOLOGICAL PARK	10,241.29
LIBRARY FUND	9,453.50
<b>TOTAL</b>	<b><u>\$3,733,149.85</u></b>

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

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

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30269 TO 30323 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 30269 to 30323 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,997.85 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,622,085.47
PARKS & RECR FUND		87,039.96
LANDFILL FUND		21,489.02
SENIOR AIDES		3,449.04
WATER/SEWER OPER & MAINT		64,999.09
PAYROLL	\$95,997.85	
HOUSING COMM DEV		5,125.23
TITLE III AGING PROGRAMS		5,841.70
TRANSPORTATION FUND		13,840.67
PEG ACCESS-PROGRAMMING FUND		5,460.40
2020 SAKI GRAND DOJ		7,405.71

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 10:00 A.M.**

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ZOOLOGICAL PARK		24,903.62
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
<b>TOTAL</b>		<b>\$2,869,385.48</b>

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

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

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**ORDER REAPPOINTING SUSAN GARRARD TO THE JACKSON  
CONVENTION AND VISITORS BUREAU AS THE ATTRACTIONS INDUSTRY  
REPRESENTATIVE.**

**WHEREAS**, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

**WHEREAS**, the term of this constituency group of the Jackson Convention and Visitors Bureau expired on August 3, 2023; and

**WHEREAS**, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

**WHEREAS**, Susan Garrard, after evaluation of her qualifications, has been nominated by the Mayor to be reappointed to the bureau as the Attractions Industry Representative.

**IT IS, THEREFORE, ORDERED** that the Mayor's reappointment of Susan Garrard to the Jackson Convention and Visitors Bureau be confirmed with said term to expire August 3, 2027.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND AN AMENDED QUOTED PRICE AGREEMENT WITH JAMES & ASSOCIATES, LLC TO PROVIDE GRANT MANAGEMENT ADMINISTRATIVE SERVICES FOR THE CITY OF JACKSON.**

**WHEREAS**, on July 20, 2021, the Jackson City Council approved an Order authorizing the Mayor to execute a Program Management and Public Assistance Grants Management James & Associates, LLC Agreement with James & Associates, LLC to provide services to enhance and support the City of Jackson's grant management and program management operations; and

**WHEREAS**, the July 20 Order authorized incentive-based compensation at the rate of \$150.00 per hour, not to exceed the amount of Sixty Thousand Dollars and No Cents (\$60,000.00) and not to exceed the five percent (5%) federal administrative fee for services rendered from the main office of James & Associates, LLC and on-site at the facilities of the City of Jackson and will not exceed the allowable and allocable indirect costs of the grants secured and managed under said agreement, commencing upon execution, and ending three years after execution but shall not exceed 1,500 hours; and

**WHEREAS**, the previous agreement was amended on October 26, 2021, to adjust the not to exceed amount of Sixty Thousand Dollars and No Cents (\$60,000.00) to a not to exceed amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) based on additional management and monitoring services associated with American Rescue Plan Act (ARPA) of 2021 expenditures; and

**WHEREAS**, the purpose of entering into this agreement is for additional hours to complete requests for additional public assistance from FEMA and MEMA; and

**WHEREAS**, James and Associates, LLC, with its principal office at Briarwood Drive, Suite B, Jackson, Mississippi 39206, will receive incentive-based compensation at the rate of \$150.00 per hour not to exceed 1,500 Either party may terminate this agreement at any time upon thirty (30) day notification; and

**WHEREAS**, either party may terminate this agreement any time upon thirty (30) day notification. Upon termination, James and Associates, LLC shall be entitled to receive compensation for any work accrued, but not paid by the City. The City may, at its option, agree to renew, extend and revise this agreement prior to its expiration; and

**WHEREAS**, the City shall indemnify, defend, and hold harmless the James & Associates, LLC against claims, liabilities, damages, losses, or other obligations that may arise from the City's actions under the agreement. The James & Associates, LLC shall indemnify, defend, and hold harmless the City against claims, liabilities, damages, losses, or other obligations that may arise from the James & Associates, LLC's actions under the agreement; and

**WHEREAS**, a copy of the proposed agreement is attached and made a part of the minutes.

**IT IS HEREBY ORDERED** that the Mayor is authorized an Amended Quote Price Agreement and a Professional Services Agreement with James & Associates, LLC, 246 Briarwood Drive, Suite 102, Jackson, Mississippi 39206, to provide additional hours to complete requests for additional public assistance from FEMA and MEMA at the rate of \$150.00 per hour not to exceed 1,500 hours, , to begin on the date of contract execution and ending until services are completed which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program but shall not exceed 1,500 hours.

**Professional Services Agreement  
(Program Management and Public Assistance Grants  
Management Consulting Services)**

This consulting agreement (the "Agreement") is made and entered on \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between James & Associates, LLC, having its principal place of business 246 Briarwood Drive, Suite B, Jackson, MS 39206 (hereinafter referred to as the "Consultant") and the City of Jackson (hereinafter referred to as the "Client").

**1. Services**

The Consultant will provide services to enhance and support the City of Jackson's grant management and program management operations, which may include but are not limited to:

- ▶ Administer and manage the City's Public Assistance Funding and other grant funding sources.
- ▶ Assisted city(s) in identifying and managing Community Development Block Grant Disaster Programs and ARPA funds
- ▶ Developed a process/system for disaster recovery program (i.e. documentation, procurement, contractors, payroll, grant support)
- ▶ Developed a process/system for disaster recovery program (i.e., procured goods and services, timekeeping, force account labor and equipment, disaster debris monitoring services)
- ▶ Assisted in the preparation of project estimates and scopes of work
- ▶ Assisted the city with financial reimbursement and reporting processes required by FEMA
- ▶ Assisted city with force account labor eligible expenses and project cost accounting
- ▶ Provided oversight of contractors' billing to ensure all costs eligible for grant funding are documented and claimed
- ▶ Performed interval review and reconciliation of actual project spending to ensure project costs are accurately captured
- ▶ Assisted city in the response to OIG audits and/or reviews
- ▶ Assisted city(s) in the review of purchasing policies to ensure compliance with eligible cost reimbursement
- ▶ Developed processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies
- ▶ Developed processes for applicant(s) to properly collect data and document information as necessary to optimize compliance with federal, state or other agencies
- ▶ Reviewed city insurance coverage in order to ensure compliance with laws, regulations and guidelines
- ▶ Assisted city to ensure no duplication of funding or submissions when multiple funding sources were utilized
- ▶ Assisted city(s) in ensuring hazard mitigation programs complied with laws, regulations and guidelines local state and federal.
- ▶ Provided services related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 15 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a timeline.

The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

#### 2. Compensation and Reimbursement

The Client agrees to pay the Consultant a rate \$150 per hour not to exceed 1,500 hours in administrative fee for services rendered from the Consultant's main office and on-site at the Client's facilities and will not exceed the allowable indirect cost of the grants being managed. The Consultant agrees to invoice the Client bi-weekly or monthly, payable in 30 days but no later than 45 days after receipt of the invoice and inspection of services. The Consultant can request reimbursement for travel-related expenses that are incurred with the performance of this agreement, subject to the prior approval of the governing authority for the city. The city will not have any out-of-pocket expenses for consulting services as our fees are paid with federal administrative dollars.

#### 3. Term and Termination

This agreement will commence on the effective date set forth and continue until the services are completed, which is usually a minimum of three years or upon project close out of the FEMA Public Assistance Program. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Consultant shall be entitled to receive compensation for any work accrued, but not paid by the Client. The Client may at its option agree to renew, extend and revise this agreement prior to its expiration.

#### 4. Confidential Information

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Consultant will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

2 | Page

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

#### 5. Indemnification

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Consultant against claims, liabilities, damages, losses or other obligations which may arise from the Client's actions under the agreement. The Consultant shall indemnify, defend and hold harmless the Client against claims, liabilities, damages, losses or other obligations which may arise from the Consultant's actions under the agreement.

#### 6. Relationship of Parties

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

#### 7. Role of the Consultant

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the Consultant may use during the course of the engagement.

#### 8. Quality Assurance and Control

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

#### 9. Primary Points of Contact

For purposes of executing this agreement, the primary points of contact between the Consultant and the Client are:

Consultants  
James & Associates, LLC  
246 Briarwood Drive, Suite 102  
Jackson, MS 39206  
Phone: 601-316-1444  
Email: tyrone@governmentsrvs.com

Client  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

**10. Governing Law**

This agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

**11. Entire Agreement**

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

**Consultant**

**Client**

Title: Partner

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

Title: \_\_\_\_\_

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**Council Member Hartley** moved adoption.

**Note:** Said item dies for a lack of a second.

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**ORDER AUTHORIZING PAYMENT TO AUTOMATION DESIGNS & SOLUTIONS, INC, FOR TWO FINGERPRO ID KISOK SYSTEMS TO SUPPORT THE JACKSON POLICE DEPARTMENT'S IDENTIFICATION SYSTEM.**

**WHEREAS**, the Jackson Police Department (JPD) requires equipment and software for the Identification System for the City of Jackson's ID Unit located at JPD Headquarters'; and

**WHEREAS**, the Jackson Police Department solicited quotes for two (2) Palm Live Scan FingerPro ID Kiosk systems; and

**WHEREAS**, Automation Designs & Solutions, Inc. submitted a quote for two (2) Palm Live Scan FingerPro ID kiosk system including (a) Thales MultiScan-Plam/10 Print Livescan; (b) FingerPro ID Software for Plam/10Print Capture; (c) TOT Package Includes Criminal Arrest, Civil Applicant, and Sex Offender Registration; (d) Computer with three year Lenovo Depot Warranty with 22" Monitor; (e) E-Seek ID Reader; (f) Printer with additional tray; (g) Print to Card Software; (h) Topaz signature pad for FingerPro ID and Thales Plamscan; (i) Five-year warranty for FingerPro ID and Thales Plamscan; (j) Import/Export to Jail Tracker. (The sample file must be provided by the software intended for configuration for export to FingerPro ID); (k) Topaz signature pad for electronic signature capture; and

**WHEREAS**, Automation Designs & Solutions, Inc offers said equipment and support at a cost of \$4,995.00/per device for five (5) years; therefore, the total cost for the first year for two devices with on-site installation and setup is \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost of \$9,990.00; and

**WHEREAS**, Automation Designs & Solutions, Inc. represents that the FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification; and

**WHEREAS**, IDEMA Identity & Security USA, LLC also submitted a quote for the LiveScan System Desktop Tenprint/Palm Capture, including (a) IDEMA LiveScan System Software; (b) FBI Appendix F Certified Tenprint/Pam 550PPI Scanner with Moisture Discriminating Optics Scanner (MDO) Block Technology; (c) UPS; (d) Standard MS defined Workflows and profiles; (e) computer, monitor, and keyboard; (f) installation/on-site training; (g) one-year warranty and (h) freight for that total cost of \$16,517 per unit; and

**WHEREAS**, Automation Design & Solutions, Inc., located at 1070 Lake Village Circle, Suite D, Brandon, MS 39047, submitted the lowest and best quote and is in good standing to do business in the state; and

**WHEREAS**, the Jackson Police Department proposes that the City of Jackson purchase two devices with on-site installation and setup at \$12,140.00 (total price includes \$150.00 shipping fee) and for the remaining four years at a cost not to exceed \$9,990.00 including a five-year warranty.

**IT IS HEREBY ORDERED** the Jackson Police Department is authorized to purchase two devices with on-site installation and setup at a cost not to exceed \$12,140.00 (total price includes \$150.00 shipping fee) for the first year and for the remaining four years at a cost not to exceed \$9,990.00, which includes a five-year warranty from Automation Designs & Solutions, Inc.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary to fulfill the purpose of this order, provided it does not obligate any additional monetary expense(s) to the City of Jackson.

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

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

Nays – None.

Absent – Grizzell.

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**ORDER AUTHORIZING THE DEPARTMENT OF INFORMATION TECHNOLOGY TO PROCURE A CREDIT CARD PURCHASING SYSTEM PROVIDED BY GLOBAL PAYMENTS DIRECT, INC. AND ACCEPTING THE CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES.**

**WHEREAS**, due to the discontinued use of Paymentus within Tyler Cashiering as an online, credit card purchasing system for citizens, the Department of Information Technology must select a new credit card system to allow various departments to accept payments; and

**WHEREAS**, Tyler Technologies provides cashiering within Munis to collect money and secure purchases from citizens. The system was discontinued with Tyler Technologies in 2023 as an online and credit card payment system. It allowed city offices to accept purchases via credit card per transaction from the customer through an online portal; and

**WHEREAS**, the Department of Information Technology represents that Global Payments Direct, Inc., is the most affordable online and credit card purchasing system; and

**WHEREAS**, Global Payments Direct, Inc. is an online payment and credit card processing company with no fees for implementation and installation and a guarantee of complete setup within Munis and online in approximately five to seven days; and

**WHEREAS**, the Department of Information Technology will enter into this agreement to allow the Municipal Court, Department of Municipal Clerk, Fire Department, Jackson Police Department, Human and Cultural Services, and any City department to process payments for passports, fines, permits, event tickets, court fees, and auction fees; and

**WHEREAS**, Global Payments Direct, Inc. proposed the following fees for the Lane 3000 credit care machine:

- The purchase price is \$695.00 or \$38.95 to lease the credit card device;
- Buy one and get one free for the first eight devices;
- 12 purchased = \$8,340, comes with a one-year warranty;
- 12 leased = \$467.40 per month, with free replacements, and machines can be upgraded after two years at no additional costs.

**WHEREAS**, each department will determine how many machines are needed to support its operations and whether to lease or purchase the credit card machine; and

**WHEREAS**, Global Payment Direct, Inc. acquires the fee of no more than 3.5% per online and credit card transaction via notification to the customer before completing transactions; and

**WHEREAS**, the processing fees of 3.5 percent will be passed on directly to customers at the time of payment, and the City will not receive a credit card processing statement and will have access to all the reporting tools and resources for reporting needs; and

**WHEREAS**, the Card Services Agreement shall remain in full force and effect for an initial term of one year from the effective date; and

**WHEREAS**, the Department of Information Technology requests the authority to submit the Client Worksheet on behalf of the City, which requires accurate information about the sales profile of the City, banking information, preferred contact information, and implementation; and

**WHEREAS**, Section 17-52-1 of the Miss. Code Ann., as amended, authorizes the governing authorities to allow the payment of various taxes, fees, and other accounts receivable to the municipality by credit cards, charge cards, debit cards, and other forms of electronic payment, in accordance with the policies established by the State Auditor; and

**WHEREAS**, a copy of the Card Services Terms and Conditions for Government Entities is attached and made a part of the minutes.

**IT IS ORDERED** that the governing authorities for the City of Jackson accept the Card Services Terms and Conditions for Government Entities to the extent that the provisions do not conflict with policies established by the State Auditor.

**IT IS FURTHER ORDERED** that the City of Jackson's departments be authorized to obtain credit card machines in accordance with the fees outlined in this Order, whether purchased or leased, to support the payment of various taxes and fees to the City of Jackson.

**IT IS FURTHER ORDERED** that the Department of Information Technology and City departments are authorized to execute the Client Worksheet and related documents necessary to use the Lane 3000 credit card machines.



globalpayments  
Integrated

CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL

1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined herein). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The merchant brand identified in the Merchant Application ("Member") is a member of Visa U.S.A. Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered, independent sales organization of Visa, a member service provider of Mastercard, a registered program participant of American Express, Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any reference to the Debit Sponsor shall refer to the debit sponsor identified below.

1.2.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Direct Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

1.3.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant herein (collectively and individually, as applicable, the "Services"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as they may be modified or amended in the future pursuant to the order that links upon the order of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application. Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.

1.4.

Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS

2.1.

Card, Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outstanding of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Discover, Discover+, etcetera); certain dispute resolution with cardholders, banks, and transaction-related reporting, statements and product, from time to time under this Card Services Agreement, upon Merchant's request. Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express, Direct Club and various fiat, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing. Global Direct does not purchase the indemnities associated with Switched Transactions.

2.2.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Beneficiaries"). Global Direct will provide settlement and switching services for various Point of Sale Transactions related through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government-delivered cash assistance benefits ("Cash Benefits," with FS Benefits, Benefiter") to Recipients through the use of a state-issued card ("EBT Card").

2.3.

Provisions regarding credit card services are set forth in section 31 below.

2.4.

Provisions regarding Decline Minimizer Services are set forth in section 33 below.

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2.5.

Provisions regarding Calllog OpenEdge Services are set forth in section 34 below.

2.6.

With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Member's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES

3.1.

Merchant will permit holders of valid cards, including the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or issues of goods and services, and the other resulting transactions shall be processed hereunder, provided that the transaction complies with the terms of the Card Services Agreement. All holdstipenses submitted by Merchant for purchase will be evidenced by an approved stamp. Merchant will not present for purchase any indistinctness that does not come out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of the Card Services Agreement, [https://www.globalpayments.com/merchant-acceptance-guide](#), and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by the Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "Card Association Rules"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to the Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Safe Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

3.2.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purposes of processing a transaction with that cardholder or attempting to segment a cardholder with respect to such transaction consistent with the Card Association Rules. To the extent it is not prohibited under applicable law, Merchant will transmit and hold Global Direct and Member harmless from any liability, damages, or costs (as referred to as "fees" and "penalties") caused by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability, damages, fees and costs.

3.3.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "Applicable Law"), including those related to both (a) the location or mailing of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Transaction Law"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Transaction Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s) to the extent it is not prohibited under applicable law.

3.4.

Global Direct may, from time to time, "severation directions (via email or internally) regarding procedures to follow and forms to use to carry out the Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be revised upon approval of Global Direct's design, implementation and Merchant acknowledges that it has had the opportunity to review and/or review such operating regulations and rules in connection with its acceptance of this Card Services Agreement.

4.

MARKETING. Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cause to use or display such service marks immediately upon notice from Global Direct or upon termination of the Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.

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REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 10:00 A.M.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and appliances, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 30 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "Account") with Member or with another financial institution of Merchant's choice appropriate to Member and Global Direct that belongs to the Automated Clearing House ("ACH") Account and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under the Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, prepaid service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. To the extent it is not prohibited under Mississippi law, Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, prepaid service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, activation fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing, use, or facilitation of Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, present, book or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness subordinated hereunder, agrees first to debit Merchant's Account(s) and Global Direct all of its right, title, and interest in and to all indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any file, copyrights, or any other proprietary right to any advertising material, leased equipment including printers, authorization terminals, card reader hardware or printers; software; credit card authentication devices (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain file, copyrights or any other proprietary right to any Software. At all times, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not discuss such Software to any party, convey, copy, reverse engineer, sublicense, modify, transmit, reuse, register, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains Software, viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software that is linked to that expressly authorized by Global Direct, Global Direct's suppliers, are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant staff cooperate with Global Direct in its attempt to diagnose any problem with the terminals, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a call in down line lead procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperable. To the extent it is not prohibited under Mississippi law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent it is not prohibited under Mississippi law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any leased equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a restocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refund shall be issued for any equipment returned after 60 days.

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6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with the Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not reveal the services of any third party providing services under the Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their accrual) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (e.g., the POS Vendor Fee) on behalf of each third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant makes from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to enforce Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant or Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior within notice of its (a) transfer or sale of any substantial part (as percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business; or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, cessation of all or part of the business to mail order sales, telephone order sales, internet-based sales or to other sales where the card is not present and availed through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder, (a) that each sales transaction delivered hereunder will represent a bona fide sale to a consumer by Merchant for the amount shown on the sales slip as the full sale and constitutes the binding obligation of the cardholder, free from any duty, demand, defense, withdrawal or other scheme claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instruction; (c) that Merchant will comply fully with all applicable laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will make any customer claims or complete a remedy with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction listed here have been consummated and the sales slip

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Council Member Stokes moved adoption; Council Member Hartley seconded.

President Banks recognized Muriel Reid, Director of Information Technology, who provided a brief overview of said item.

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

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

\*\*\*\*\*

Note: Vice President Lee left the meeting.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY.**

**WHEREAS**, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to procure a 60-hour block of time from Pileum Corporation to provide IT professional services from beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, the Department of Information Technology solicited two quotes for a 60-hour block of time to provide engineering services that include access to basic, mid-level, and senior engineers in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, GET-COMM submitted a quote for a 60-hour block at \$165.00 per hour for a total cost of \$9,900.00; and

**WHEREAS**, Pileum Corporation submitted a quote for a 60-hour block at \$145.00 per hour for a total cost of \$8,700.00; and

**WHEREAS**, the Department of Information Technology recommends to the governing authority to authorize the Mayor to procure a 60-hour block from Pileum Corporation, with its principal office at 190 East Capitol Street, Suite 175, Jackson, MS 39201, to provide engineering services in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, Pileum Corporation is in good standing to do business in Mississippi; and

**WHEREAS**, Pileum Corporation will commence services on the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, Pileum Corporation's fee schedule is as follows:

Service	Cost per Hour
Senior Forensics Engineer	\$200
Security Risk Compliance Consulting	\$195
Senior Firewall Engineer	\$170
Senior Virtualization Engineer	\$170
Senior Messaging/Email Services Engineer	\$160
Senior Networking Engineer	\$160
Senior Server Engineer	\$160

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 21, 2024 10:00 A.M.**

**304**

Forensics Engineer	\$175
Firewall Engineer	\$145
Virtualization Engineer	\$145
Messaging/ Email Services Engineer	\$145
Server Engineer	\$130
Networking Engineer	\$130
Desktop Engineer	\$110
Helpdesk	\$90

**WHEREAS**, service should be requested or required during normal business hours from Monday through Friday. Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

Emergency Call — If the customer requires immediate emergency assistance, an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote. After hours (Monday-Thursday 5:30 PM — 7:59 AM) 1.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.

Weekends — (Friday 5:31 PM — 11 PM; Saturday/Sunday 12 AM — 11:59 PM; Monday 12 AM -7:59 AM) 2.0 times normal hourly rate.

Holidays- 2.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

**WHEREAS**, any unused hours of block of time will expire three (3) years from contract execution; and

**WHEREAS**, these services will ensure that the city is safeguarding critical infrastructure, and sensitive data, providing the seamless delivery of essential services; and

**WHEREAS**, Pileum Corporation provided the lowest and best quote for a total cost of 8,700.00 for professional IT services; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Pileum Corporation, to procure a 60-hour block of time for professional IT services beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate this order.



**Statement of Work**

*Approved Order of Time (AOT) – The AOT is a block of hours discounted from standard hourly rates and is billed as services are provided. Hours presented will be used for the services described in the quote. Any hours remaining after project is completed can be used for future projects or support. If services require more hours than included in the approved order of time, customer can choose to purchase a new AOT or purchase the additional services by the hour. The agreement is consumed at the following rate schedule according to type of service performed:*

**Senior Engineering Services:**

*Senior Engineering Services are performed by an engineer with five or greater years experience and/or certification in the given area.*

- Senior Forensics Engineer - \$200 Per Hour
- Security, Risk, Compliance Consulting - \$195 Per Hour
- Senior Firewall Engineer - \$170 Per Hour
- Senior Virtualization Engineer - \$170 Per Hour
- Senior Messaging / Email Services Engineer - \$160 Per Hour
- Senior Networking Engineer - \$160 Per Hour
- Senior Server Engineer - \$145 Per Hour

**General Engineering Services:**

- Forensics Engineer - \$175 Per Hour
- Firewall Engineer - \$145 Per Hour
- Virtualization Engineer - \$145 Per Hour
- Messaging / Email Services Engineer - \$145 Per Hour
- Server Engineer - \$130 Per Hour
- Networking Engineer - \$130 Per Hour
- Desktop Engineer - \$110 Per Hour
- Helpdesk - \$90 Per Hour

*Please note that this agreement provides service during normal business hours from Monday through Friday. Should service be requested or required outside these time periods, Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:-Emergency Call - If customer requires immediate emergency assistance an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote  
-After Hours (Monday-Thursday 5:30 PM - 7:59 AM) – 1.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote  
-Weekends – (Friday 5:31 PM - 11:59 PM; Saturday/Sunday 12 AM - 11:59 PM; Monday 12 AM - 7:59 AM) 2.0 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote  
-Holidays – 2.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote  
(New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)*



**Termination of Agreement for Cause:**

*If, through any cause, Pileum Corporation shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if Pileum Corporation shall violate any of the terms of this Agreement, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Pileum Corporation of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Agreement had been completed, would have been required to be furnished to the Client or were purchased with funds furnished to Pileum Corporation under this Agreement and all finished or unfinished documents, reports or other materials prepared by Pileum Corporation under this Agreement shall at the option of the Client, become its property, and Pileum Corporation shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, Pileum Corporation shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of this Agreement by the Contractor, and the Client may withhold any payments to Pileum Corporation for the purpose of offset until such time as the exact amount of damages due the Client from Pileum Corporation is determined. This section shall apply to all representatives, third parties, and/or consultants/contractors selected or employed by Pileum Corporation.*

**Termination of Contract for Convenience:**

*The City may terminate this Agreement at any time by giving written notice to Pileum Corporation of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials, at the option of the Client become its property. If the Agreement is terminated by the Client as provided herein, Pileum Corporation will be paid an amount which bears the same ratio to the total services of Pileum Corporation covered by the Agreement, less payments of compensation previously made.*

**Fees:**

*Section 66 of the Mississippi Constitution prohibits the Client from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment will be based on satisfactorily delivered or performed services. City shall pay to Pileum Corporation all fees due hereunder based on the services set forth in this Agreement, within thirty (30) days but no later than forty-five (45) days after receipt of Pileum Corporation invoice. Unless otherwise instructed by City in writing, Pileum Corporation shall send all invoices electronically to the email address specified below:*

Lillie White, [lilliew@jacksonms.gov](mailto:lilliew@jacksonms.gov); and

Muriel Reid, [mreid@jacksonms.gov](mailto:mreid@jacksonms.gov).

**Indemnification:**

*The Client (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any actor failure to act by Pileum*



**Block of Time - 60 Hours**

Item	Description	Price	Qty	Est. Price
BOT	Block of Time	\$145.00	60	\$8,700.00
Subtotal:				\$8,700.00



Pileum Corporation (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement to cover any claim alleged to have arisen during the term of this Agreement.

Pileum Corporation agrees to indemnify, defend, and hold harmless the Client and their successors, affiliates and subsidiaries, subcontractors and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any material breach by Pileum Corporation of any obligation under this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

Pileum Corporation hereby agree to indemnify, defend, and hold the Client its successors, affiliates, subcontractors and subsidiaries, and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses, and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any property damage or personal injury to the extent caused by Pileum Corporation's negligence or willful misconduct; (b) violation of a law applicable to Pileum Corporation's performance under this Agreement; or (c) any third party claim(s) that software or documentation infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets, or death resulting or allegedly resulting from the use of Pileum Corporation products or services or performing work related to this Agreement. The Client agrees to give Pileum Corporation notice of any claim or litigation to which the indemnification set forth in this Section applies. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

**Approval by the Jackson City Council:**

It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.



**City of Jackson - Block of Time - 60 Hour BOT - 2024-3-13**

**Prepared by:**  
Pileum Corporation  
Elizabeth Frazier  
601-963-0275  
Fax 601-520-9718  
efrazier@pileum.com

**Prepared for:**  
City of Jackson  
353 E. Congress Street  
Jackson, MS 39201  
Dr. Muriel Reid  
mreid@city.jackson.ms.us  
(601) 624-5128

**Quote Information:**  
Quote #: 062884  
Version: 1  
Delivery Date: 03/13/2024  
Expiration Date: 04/12/2024

**Quote Summary**

Description	Amount
Block of Time - 60 Hours	\$8,700.00
<b>Total:</b>	\$8,700.00

**Payment Options**

Description	Periods	Payments	Amount
Term Options			
Standard Terms and Conditions		1	\$8,700.00

**Summary of Selected Payment Options**

Description	Amount
Term Options: Standard Terms and Conditions	
<b>Total of One-Time Payments</b>	\$8,700.00

Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder. We reserve the right to cancel orders arising from pricing or other errors.

**Term:** This Agreement shall commence on the date of the last signature identified below and shall remain in effect until the completion of the Services, unless otherwise terminated as provided herein. Any unused hours on Block of Time will expire 3 years from contract execution. Expenses: If resource is required to stay overnight, a per diem will be charged equal to the current GSA rates. Expenses will be billed at cost, and Travel Time will be billed at one-half of the resource's billable rate. Mileage reimbursement rate = IRS Standard reimbursement rate. Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Council Member Hartley moved adoption; Council Member Lindsay seconded.

-----  
**President Banks** recognized **Muriel Reid, Director of Information Technology**, who provided a brief overview of said item.

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

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

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

\*\*\*\*\*

**ORDER REQUESTING RATIFICATION OF PREVIOUSLY PERFORMED SECURITY MONITORING SERVICES PERFORMED AT THE GROVE PARK GOLF COURSE AND APPROVING PAYMENT TO SAFEWATCH SECURITY SYSTEMS.**

**WHEREAS**, City of Jackson Parks and Recreation Department facilities have experienced numerous burglaries and ongoing vandalism issues; and

**WHEREAS**, Safewatch Security Systems (Safewatch) performs security monitoring services at the Grove Park Golf Course; and

**WHEREAS**, Safewatch is an active vendor (vendor number 17596) with the City of Jackson; and

**WHEREAS**, Safewatch provided an invoice (invoice number 17538) covering its security monitoring services performed at Grove Park Golf Course on May 1, 2022, and May 10, 2022, in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00), which included a late fee in the amount of Ninety-Five Dollars (\$95.00); and

**WHEREAS**, it is in the best interests of the City that Safewatch’s previous security monitoring services be ratified and that payment in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) be promptly made to Safewatch.

**IT IS HEREBY ORDERED** that Safewatch’s previous security monitoring services performed at Grove Park Golf Course is ratified and that payment of invoice number 17538 in the amount of One Thousand Four Hundred Sixty-Nine Dollars (\$1,469.00) shall be promptly made to Safewatch.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

Council Member Hartley moved adoption; Council Member Stokes seconded.

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

\*\*\*\*\*

**ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD’S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO A CITY OWNED JACOBSEN LF570 MOWER, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08).**



**WHEREAS**, the Pete Brown Golf Course is a city-owned golf course; and

**WHEREAS**, the City of Jackson owns a Jacobsen LF570 2WD T4F mower; and

**WHEREAS**, the City of Jackson Parks and Recreation Department requested servicing and repairs to the mower from Ladd's Golf & Turf LLC (Ladd's); and

**WHEREAS**, Ladd's submitted an invoice to the Parks and Recreation Department for servicing and repairs of the city-owned mower; and

**WHEREAS**, the invoice submitted by Ladd's was for servicing and repairs to a Jacobsen LF570 2WD T4F, Unit No. 8892, Unit Serial No. 1670, Unit Model 68017, and Unit Tag RLM159 totaling Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08); and

**WHEREAS**, Ladd's is a Limited Liability Company in the State of Tennessee, currently in good standing with the Mississippi Secretary of State, having registered with the State of Mississippi on February 25, 2022; and

**WHEREAS**, it is in the best interests of the City of Jackson that Ladd's servicing work performed on the Jacobsen mower be ratified and payment to Ladd's for said servicing work be approved.

**IT IS HEREBY ORDERED** that the above-mentioned servicing work performed by Ladd's on the Jacobsen LF570 2WD T4F is ratified and payment for the invoice submitted by Ladd's for said servicing and repairs in the amount totaling Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08) is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08) be made to Ladd's from account number 005-504.30-6317.

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

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

**Council Member Foote** moved; seconded by **Council Member Stokes**, to amend said order changing "a City-owned mower" to "three City-owned mowers" in the title and throughout the order. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell and Lee.

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

**ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY AND APPROVING PAYMENT TO LADD'S GOLF & TURF LLC FOR COMPLETED SERVICING AND REPAIRS TO THREE CITY OWNED JACOBSEN LF570 MOWERS, LOCATED AT THE PETE BROWN GOLF FACILITY, TOTALING THIRTEEN THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND EIGHT CENTS (\$13,731.08)**

**WHEREAS**, the Pete Brown Golf Course is a city-owned golf course; and

**WHEREAS**, the City of Jackson owns three Jacobsen LF570 2WD T4F mower; and

**WHEREAS**, the City of Jackson Parks and Recreation Department requested servicing and repairs to the mower from Ladd's Golf & Turf LLC (Ladd's); and

**WHEREAS**, Ladd's submitted an invoice to the Parks and Recreation Department for servicing and repairs of three city-owned mowers; and

**WHEREAS**, the invoice submitted by Ladd's was for servicing and repairs to a Jacobsen LF570 2WD T4F, Unit No. 8892, Unit Serial No. 1670, Unit Model 68017, and Unit Tag RLM159 totaling Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08); and

**WHEREAS**, Ladd's is a Limited Liability Company in the State of Tennessee, currently in good standing with the Mississippi Secretary of State, having registered with the State of Mississippi on February 25, 2022; and

**WHEREAS**, it is in the best interests of the City of Jackson that Ladd's servicing work performed on the Jacobsen mower be ratified and payment to Ladd's for said servicing work be approved.

**IT IS HEREBY ORDERED** that the above-mentioned servicing work performed by Ladd's on three Jacobsen LF570 2WD T4Fs is ratified and payment for the invoice submitted by Ladd's for said servicing and repairs in the amount totaling Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08) is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Thirteen Thousand Seven Hundred Thirty-One Dollars and Eight Cents (\$13,731.08) be made to Ladd's from account number 005-504.30-6317.

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

Nays – None.

Absent – Grizzell and Lee.

\*\*\*\*\*

**Note:** Vice President Lee returned to the meeting.

\*\*\*\*\*

**President Banks** requested that Agenda Item No. 27 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.**

**WHEREAS**, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the Jackson City Council; and

**WHEREAS**, the term has expired for the Ward Five representative, leaving a vacant seat; and

**WHEREAS**, after evaluation of his qualifications, Mr. Brian Washington of Ward Five has been nominated by the Mayor to be reappointed to Ward Five.

**IT IS, THEREFORE, ORDERED** that the Mayor's appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said term to expire on August 13, 2028.

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

-----  
**President Banks** recognized **John Harrison York**, Jackson Redevelopment Authority, Ward 7, who provided a brief overview of said item.

-----  
After a thorough discussion, **President Banks** recognized **Council Member Hartley** who withdrew his motion and **Council Member Lindsay** who withdrew her second.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM.**

**WHEREAS**, on August 31, 2021, the Mayor was authorized to execute any and all documents necessary to apply for and administer the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Production Grant that will support existing housing rehabilitation programs, and

**WHEREAS**, the Department of Planning and Development, through the Office of Housing and Community Development (OHCD), was awarded One Million Five Hundred Eight-One Thousand Nine Hundred Eighty-One Dollars and Thirteen Cents (\$1,581,981.13) for the Healthy Homes Production Grant (HHP); and

**WHEREAS**, the HHP has a 42-month funding period; and

**WHEREAS**, a Grant Agreement was issued on May 1, 2022, which allowed OHCD to begin program activities for the City's Healthy Homes Production Grant Program; and

**WHEREAS**, on February 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors, to complete electrical, mechanical, plumbing, interior general, exterior general renovations of the property located at 831 Carver Street, Jackson, MS 39203; and

**WHEREAS**, on March 1, 2024, OHCD received a letter of acceptance from Multi-Con, Inc accepting the award amount of Nine Thousand Eight Hundred Dollars (\$9,800.00) for 831 Carver Street Jackson, MS 39203.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con Inc. to repair the property located at 831 Carver Street, Jackson, MS 39203 under the Healthy Homes Production Grant Program.

**IT IS FURTHER ORDERED** that the Department of Planning and Development, through OHCD, is authorized to review and approve any necessary change orders with Multi-Con Inc. in an amount not to exceed Five Thousand Dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed Fourteen Thousand Eight Hundred Dollars (\$14,800.00), which includes nine thousand Eight Hundred Dollars (\$9,800.00) for the initial repair cost and Five Thousand Dollars (\$5,000.00) for any authorized change order.

**IT IS FURTHER ORDERED** that all change orders exceeding Five Thousand Dollars (\$5,000.00) must be approved by City Council.

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

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

Nays – None.

Absent – Grizzell.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO AMEND AGREEMENT WITH STAFFERS, INC. TO PROVIDE TEMPORARY STAFFING SERVICES FOR OFFICE OF THE CITY ATTORNEY.**

**WHEREAS**, on September 26, 2023, the governing authority authorized the Mayor to execute a one-year agreement with Staffers, Inc. to provide temporary staffing services to various city departments; and

**WHEREAS**, on October 10, 2023, the Mayor executed said contract which allowed temporary staffing for City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour; Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour; Legal Secretary \$19.50/hour, and Paralegal \$19.5/hour for one year from the date of execution; and

**WHEREAS**, the Office of the City Attorney is in a shortfall of three (3) attorney positions; and

**WHEREAS**, the Office of the City Attorney requires temporary staffing services for attorneys within the legal department; and

**WHEREAS**, the Office of the City Attorney has reached out to Human Resources for assistance with temporary staffing for this office; and

**WHEREAS**, the Department of Human Resources does not have the authority to accommodate such a request; and

**WHEREAS**, the Office of the City Attorney reached out to Staffers, Inc. for a rate sheet for attorneys; and

**WHEREAS**, Staffers submitted a rate sheet for the temporary position of an attorney to the Office of the City Attorney as follows:

Attorney \$53.84 - \$61.53

**WHEREAS**, the Office of the City Attorney requests that the governing authority authorize the Mayor to amend the rate sheet for the agreement approved on September 26, 2023, to add the rate mentioned above for attorneys; and

**WHEREAS**, Staffers, Inc. will invoice the Office of the City Attorney for services provided under this agreement on a weekly basis, and the Office of the City Attorney will remit payment within 30 days but no more than 45 days, which is consistent with the statute for timely payment by governmental entities; and

**WHEREAS**, overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, the City will be billed at 1 ½ times of the regular bill rate; and

**WHEREAS**, a copy of the agreement and proposed rate sheet is attached and made a part of the minutes.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to amend the rate sheet for the agreement approved on September 26, 2023, to include the temporary position of an attorney at the rate of \$53.84-\$61-53 for the Office of the City Attorney.

**Staffers 2023-2024 Rate Sheet**  
**City of Jackson**

General Office Clerk	13.00
Data Entry Clerk	16.20
Receptionist	16.20
Administrative Assistant	17.55
Accounting Clerk	17.55
Legal Secretary	19.50
Paralegal	19.50
Attorney	53.84-61.53

Kelly Collum  
Staffers, Inc  
1437 Old Square Rd., Suite 207  
Jackson, MS 39211

8/11/2023

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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

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

\*\*\*\*\*

There came on for consideration Agenda Item No. 21:

**ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY’S FISCAL YEAR 2023-2024 BUDGET.** President Banks stated said item was pulled by the Administration.

\*\*\*\*\*

**ORDER AUTHORIZING THE PAYMENT OF SUBSCRIPTION FEES TO LINKEDIN TO PROMOTE JOB OPENINGS FOR THE OFFICE OF THE CITY ATTORNEY.**

**WHEREAS,** the Office of the City Attorney is seeking qualified candidates to fill vacant positions within its Office; and

**WHEREAS,** the Office of the City Attorney desires to post vacant positions within its Office on LinkedIn as the need arises throughout each fiscal year; and

**WHEREAS,** the Office is seeking qualified candidates through multiple job boards and websites; however, in the current digital age, LinkedIn has risen as a highly impactful platform that drastically affects the recruitment and staffing sector; and

**WHEREAS,** LinkedIn plays an integral role in modern recruitment with its numerous benefits, making it indispensable for businesses seeking proficient candidates; and

**WHEREAS,** LinkedIn will also allow the Office to create job postings easily, search for candidates, and communicate with job seekers, all with the assistance of LinkedIn’s recruitment tools; and

**WHEREAS,** the Office frequently faces deadlines and legal requirements. When turnover occurs, LinkedIn enables the Office to engage with potential candidates and maintain a list of qualified individuals to fill vacancies immediately; and

**WHEREAS**, the Office of the City Attorney recommends that the governing authority authorize its Office to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

**IT IS, THEREFORE, ORDERED** that the Office of the City Attorney is authorized to obtain a subscription to promote job openings as the needs arise throughout each fiscal year on LinkedIn in an amount not to exceed \$3,500.00 per fiscal year.

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

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

Nays – Foote.

Absent – Grizzell.

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – Grizzell.

\*\*\*\*\*

**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

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

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

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

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

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024 and April 23, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

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

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

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

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

Nays – None.

Absent – Grizzell.

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**Note: Vice President Lee and Council Member Lindsay** left the meeting.

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI APPROVING AN EMPLOYMENT AGREEMENT FOR THE JACKSON POLICE CHIEF, ASSISTANT CHIEF OF POLICE AND JACKSON FIRE CHIEF.**

**WHEREAS**, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this order; and

**WHEREAS**, the City of Jackson desires to employ a police chief, assistant chief of police and fire chief, by an employment agreement; and

**WHEREAS**, it is necessary to secure the services of the chief in the administration of the Police Department and Fire Department; and

**WHEREAS**, we must attract and retain strong leadership at the Jackson Police Department and Jackson Fire Department.

**THEREFORE, IT IS HEREBY ORDERED** that the City Council of Jackson, Mississippi hereby authorizes the hiring of a police chief, assistant chief of police, and fire chief through an employment agreement.

**BE IT FURTHER RESOLVED** that once selected, the police chief, assistant chief of police, and fire chief shall enter into employment agreements with the City outlining their roles, responsibilities, compensation, benefits, and any other terms deemed necessary by the City Council.

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

Yeas – Foote, Hartley, and Stokes.

Nays – Banks.

Absent – Grizzell, Lee and Lindsay.

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

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**RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE CITY OF JACKSON'S DEPARTMENT OF PLANNING AND DEVELOPMENT TO ISSUE A 90-DAY WARNING TO AVOID UNNECESSARY VIOLATIONS AND ENSURE PROPER ADVERTISEMENT IS SENT TO THE PUBLIC ON HOW TO USE NEW METER KIOSKS.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

**WHEREAS**, the Jackson City Council recognizes the importance of promoting sustainable development and community growth; and

**WHEREAS**, citizens of Jackson, Mississippi are struggling to understand the new parking meter system, leading to citations; and

**WHEREAS**, the Jackson City Council encourages the Department of Planning and Development to issue a 90-day warning for parking meter violations; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that a city-wide broadcast, brochures, or literature is created that clearly explains how to use the parking meter kiosks, which shall be easily accessible to the public to ensure that citizens understand how to use the kiosks effectively.

**THEREFORE, IT IS HEREBY RESOLVED** the City Council of Jackson, Mississippi hereby encourages the City of Jackson's Department of Planning and Development to issue a 90-day warning to avoid unnecessary violations and ensure proper advertisement is sent to the public on how to use the new meter system.

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

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**President Banks** recognized **Jhai Keeton, Interim Director of Planning and Development**, who provided a brief overview of said item.



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

Yeas – Banks, Foote, Hartley Lindsay and Stokes.

Nays – None.

Absent – Grizzell and Lee.

**Note: Vice President Lee** returned to the meeting.

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There came on for Discussion, Agenda Item No. 28:

**DISCUSSION: BED BUGS: President Banks** stated said item would be held at the request of **Council Member Stokes**.

\*\*\*\*\*

**DISCUSSION: LARKSPUR STREET: President Banks** recognized **Council Member Stokes** who introduced **Samuel Harrison**. **Harrison** stated he had received a water bill in the amount of \$17,000.00 for 4 months of service. **President Banks** recognized **Mayor Chokwe Antar Lumumba** who stated there have been communication problems with Jackson Water but the Mayor’s Office would work to help bring this issue and others to Jackson Water’s attention.

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**President Banks** recognized **Council Member Stokes** who recognized Lanier High School student **Roderick Hunter**.

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

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

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**President Banks** recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to reconsider claims. The motion prevailed by the following vote:

Yeas – Banks, Lee and Lindsay.

Nays – Foote and Hartley.

Absent – Grizzell and Stokes.

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

**ORDER APPROVING CLAIMS NUMBER 30269 to 30323 APPEARING AT PAGES 53 TO 78 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,738,904.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30269 to 30323 appearing at pages 53 to 78, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,738,904,.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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,264,111.52
SEIZURE & FORF PROP-STATE	154.85
TECHNOLOGY FUND	439,793.12
PARKS & RECR. FUND	47,753.59
LANDFILL/SANITATION FUND	258,651.35
STATE TORT CLAIMS FUND	72,258.54
WATER/SEWER OP & MAINT FUND	678.70
EMPLOYEES GROUP INSURNACE FUND	212,484.68
KELLOGG FOUNDATION PROJECT	3,276.88
PAYROLL FUND	191.35
HOUSING COMM DEV ACT (CDBG) FD	2,186.73
UNEMPLOYMENT COMPENSATION REVO	1,472.55
H O P W A GRANT – DEPT. OF HUD	74,987.66
INFRASTRUCTURE BOND 2020 \$32M	801,011.97
1% INFRASTRUCTURE TAX	73,165.83
TRANSPORTATION FUND	49,110.02
JXN CONVENTION & VISITORS BUR	317,552.37
P E G ACCESS- PROGRAMMING FUND	3,422.35
2015 A/B G.O. REFUNDING	750.00
MODERNIZATION TAX	5,065.00
CAO GRANTS	91,131.00
ZOOLOGICAL PARK	10,241.29
LIBRARY FUND	9,453.50
<b>TOTAL</b>	<b><u>\$3,738,904.85</u></b>

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

**President Banks** moved; seconded by **Vice President Lee** to amend said order to remove all towing invoices from claims. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell and Stokes.

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

**ORDER APPROVING CLAIMS NUMBER 30269 to 30323 APPEARING AT PAGES 53 TO 78 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,733,149.85 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30269 to 30323 appearing at pages 53 to 78, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,733,149.85 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
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GENERAL FUND	1,258,356.52
SEIZURE & FORF PROP-STATE	154.85
TECHNOLOGY FUND	439,793.12
PARKS & RECR. FUND	47,753.59
LANDFILL/SANITATION FUND	258,651.35
STATE TORT CLAIMS FUND	72,258.54
WATER/SEWER OP & MAINT FUND	678.70
EMPLOYEES GROUP INSURNACE FUND	212,484.68
KELLOGG FOUNDATION PROJECT	3,276.88
PAYROLL FUND	191.35
HOUSING COMM DEV ACT (CDBG) FD	2,186.73
UNEMPLOYMENT COMPENSATION REVO	1,472.55
H O P W A GRANT – DEPT. OF HUD	74,987.66
INFRASTRUCTURE BOND 2020 \$32M	801,011.97
1% INFRASTRUCTURE TAX	73,165.83
TRANSPORTATION FUND	49,110.02
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2015 A/B G.O. REFUNDING	750.00
MODERNIZATION TAX	5,065.00
CAO GRANTS	91,131.00
ZOOLOGICAL PARK	10,241.29
LIBRARY FUND	9,453.50
<b>TOTAL</b>	<b><u>\$3,733,149.85</u></b>

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

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**President Banks** recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, order authorizing the Mayor to execute contracts between 2022 Emergency Solutions Grant (ESG) program funds in the City of Jackson for a total of \$140,892.30, from the Department of Housing and Urban Development (HUD) for eligible activities related to rapid re-housing, homelessness prevention, street outreach, emergency shelter, and a homelessness management information system.

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**President Banks** recognized **Loretta Johnson, Development Assistance Division**, who provided a brief overview of said item.

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

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

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

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**President Banks** recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis as a discussion, Discussion: Order authorizing the Mayor to execute contracts between 2022 Emergency Solutions Grant (ESG) program funds in the City of Jackson for a total of \$140,892.30, from the Department of Housing and Urban Development (HUD) for eligible activities related to rapid re-housing, homelessness

prevention, street outreach, emergency shelter, and a homelessness management information system.

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley.

Absent – Grizzell and Stokes.

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

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**Note:** President Banks left the meeting and Vice President Lee presided over the meeting.

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**DISCUSSION: CURRENT FUNDING TO DEMOLISH BUILDINGS & CLEAN UP VACANT LOTS:** Vice President Lee recognized Council Member Hartley who expressed concerns regarding lack of funding for cleaning up public menace and vacant properties. Vice President Lee recognized Smantha Graves, Community Improvement Manager who stated CDBG monies could only be used for District 71 and often take a while to approved due to things like required environmental reviews and bidding. Hartley stated he believed a plan needed to be put in place to better secure outside funding to address funding shortages.

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**DISCUSSION: ABANDONED PROPERTIES:** Vice President Lee recognized Council Member Foote who expressed concerns regarding how much money is needed to clean vacant public menace properties in the City of Jackson. Vice President Lee recognized Smantha Graves, Community Improvement Manager who stated she could not put an exact number on the funds needed. Vice President Lee recognized Mayor Chokwe Antar Lumumba who stated administrative cost needed to be taken into account.

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**DISCUSSION: WEST COUNTYLINE:** Vice President Lee expressed concerns regarding the status of several construction projects on West County Line Road. Vice President Lee recognized Louis Wright, Chief Administrative Officer who provided an update on those projects.

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

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The following reports/announcements were provided during the meeting:

- **Chokwe Antar Lumumba, Mayor** announced the following:
  - The Office of Constituent Services has scheduled a town hall meeting to be held on Monday, June 10th at 6pm. The location is pending and will be announced during the Mayor's weekly press conference on Monday. Please contact Constituent Services Manager Chris Gray, Sr. for more information at 601-960-1111.
  - The City of Jackson is hosting a career expo on Thursday, June 6th from 10am-2pm at the Jackson Medical Mall located at 350 W. Woodrow Wilson Avenue. Dress to impress and bring resumes for on-site interviews and on the spot

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conditional hiring. Please contact the Department of Human Resources at 601-960-1053 for more information.

- A press conference will be held on May 21 at 3:00 p.m. at the Mississippi Museum of Art.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on May 28, 2024. At 1:32 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Maskey Brandon  
CLERK OF COUNCIL

APPROVED:

[Signature], 6/18/2024  
COUNCIL PRESIDENT DATE

[Signature]  
MAYOR

ATTEST:

[Signature]  
CITY CLERK

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