

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 10:00 A.M.**

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 16, 2022, being the third Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6; and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Pastor Ronnie Crudup, Jr.** of New Horizon Church International.

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

The following individuals provided public comments during the meeting:

- **Pastor Gregory Divinity** who spoke in regards to Agenda Item No. 30.
- **Reverend Jimmie Edwards** who spoke in regards to Agenda Item No. 30.
- **Rabbi Debra Kasoff** who spoke in regards to Agenda Item No. 30.
- **Ricky Smith** who expressed concerns in regards to the Jackson Police Department's vehicle impound procedures.

President Foote requested that Agenda Items No. 10 and 23 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER CONFIRMING THE MAYOR'S NOMINATION OF WARREN HERRING TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.

WHEREAS, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, Lee Bernard's term expired October 31, 2019; and

WHEREAS, Warren Herring, resident of Ward 1, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's nomination of Warren Herring to the Jackson Municipal Airport Authority Board be confirmed with said term to expire August 16, 2027.

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

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

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

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

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

Nays – None.

Absent – None.

ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT OFFER NO. 3-28-0038-027-2022; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT (“AIRPORT”).

WHEREAS, Jackson Municipal Airport Authority (“JMAA”) Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration (“FAA”), on or about June 23, 2022 (“Application”), for an AIP Grant; **WHEREAS**, the FAA approved JMAA’s Application and offered JMAA AIP Grant No. 3-28-0038-027-2022 on or about July 23, 2022 (the “AIP Grant”); and

WHEREAS, the GRANT is for an amount not-to-exceed Two Hundred Thirty Thousand, Five Hundred Nine Dollars (\$230,509.00) and covers ninety percent (90%) of allowable costs incurred in conducting an Airfield Storm Water Drainage Study (the “Project”); and

WHEREAS, the JMAA Board of Commissioners will approve acceptance of the AIP Grant during a duly-convened, rescheduled, recessed regular Board meeting no later than August 17, 2022, and JMAA’s Chief Executive Officer and JMAA’s Legal Counsel will be authorized to execute certain documents and assurances required by FAA for release of the AIP Grant funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi (“City”), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the AIP Grant offer and agreement as the City has normally and customarily done as Cosponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the AIP Grant in order for JMAA to receive the AIP Grant funds.

NOW, IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the AIP Grant and Application in the amount of Two Hundred Thirty Thousand, Five Hundred Nine Dollars (\$230,509.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved.

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the AIP Grant offer and agreement to conduct an Airfield Storm Water Drainage Study; **IT IS FURTHER RESOLVED** that the AIP Grant funds are to be used in no event other than as authorized and approved by the FAA under the auspices of AIP Grant No. 3-28-0038-027-2022.

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

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

President Foote recognized Regina May, Board Attorney of Jackson Airport Authority and John Means, Acting CEO of JMAA, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE JULY 19, 2022 SPECIAL COUNCIL MEETING MINUTES.

Council Member Stokes moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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 JULY 26, 2022 FOR THE FOLLOWING CASES: CE-21-662.

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

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

WHEREAS, hearings were held on the July 26, 2022; 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 #CE-21-662: Parcel #220-18 located at 2672 Highway 80 West: 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 \$1000.00. Ward 5

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

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

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

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

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

Council Member Stokes moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 21-9-11 FOR CASE #CE-22-296 – 1545 CEDAR PINE DRIVE– \$6,779.00 – WARD 4.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-22-296 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1545 Cedar Pine Drive; and

WHEREAS, Love Trucking Co. Inc., submitted the lowest bid of \$6,779.00; and

WHEREAS, Love Trucking Co. Inc., through its representative, Dennis Love, 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 and welfare for the parcel located at 1545 Cedar Pine Drive in an amount not to exceed \$6,779.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Love Trucking Co. Inc., with its principal office located at 761 Woodlake Drive Jackson, Mississippi 39206, that contains the following substantive provisions:

SECTION 1 – LABOR AND MATERIALS

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$6,779.00.

SECTION 2 – NOTICE TO PROCEED

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 - INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

1. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
2. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
3. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover the use of automobiles, trucks and/or vehicles on and off the project sites.

1. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
2. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - a) The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - b) The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - c) The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - d) The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For

activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH").

- e) The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
- f) The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi

Chokwe A. Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

LOVE TRUCKING CO., INC.

Dennis Love
761 Woodlake Drive
Jackson, Mississippi 39206

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a

specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) day notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
 - 1. To any preference, priority or allocation order duly issued by the City.
 - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
 - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 - 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 - 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- 1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- 2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 22 – PAYMENT

1. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
2. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or enduring to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co. Inc., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1545 Cedar Pine Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,779.00 shall be paid to Love Trucking Co. Inc., upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTIONS 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF

AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A GROUP R OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE IN EACH UNIT OF BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCES, ARREST VIOLATIONS AND PENALTIES.

WHEREAS, on August 4, 2020, the Jackson City Council adopted the 2018 International Fire Code and appendices; and

WHEREAS, on August 4, 2020, the Jackson City Council adopted ordinances in addition to the 2018 International Fire Code and appendices, which were recorded in Minute Book 6R at pages 363-366; and

WHEREAS, the adopted additional ordinances were codified at Section 58-37 of the City of Jackson Code of Ordinances; and

WHEREAS, the fire marshal recommends that additional provisions related to the installation of automatic sprinkler systems in new, renovated, or modified *Group R* occupancy buildings, the enforcement of fire prevention codes and ordinances; arrests for violations; modification of requirements; appeals; penalties, and stove top fire suppression systems be adopted; and

WHEREAS, the installation of automatic sprinkler systems in new, renovated or modified *Group R* occupancy buildings will provide an initial line of defense against loss of life and serves the best interest of citizens who dwell in the referenced buildings; and

WHEREAS, the best interest of the owners of the units will also be served by installation of the automatic sprinkler systems which provide an initial line of defense against substantial loss of property when fires occur; and

WHEREAS, the fire marshal also recommends that additional provisions related to the installation of approved, automatic, and laboratory tested fire extinguishing devices be placed above a stove top in certain dwelling units or complexes with *no* automatic fire suppression sprinkler system; and

WHEREAS, requiring approved, automatic, and laboratory tested fire extinguishing devices above the stove top in multi-family complexes with two (2) or more units will preserve life and property because cooking has been identified by the National Fire Incident Reporting System as being *one* of the top five causes of fires in apartments.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI that Section 58-37 of the Code of Ordinances of the City of Jackson be amended in accordance with the fire marshal's recommendations to add the following provision:

Sec. 58-37. – Amendments.

Section 903.2.8 Group R. In accordance with Section 903.3 of the International Fire Code (IFC) regulations, an automatic sprinkler system shall be installed throughout all new, renovated, or modified buildings containing a Group R occupancy where one of the following conditions exists:

1. The fire area exceeds 5000 square feet (464m²) excluding single family dwellings;
2. Occupancies containing two or more dwelling units.

IT IS FURTHER ORDERED that Section 58-41 of the Code of Ordinances of the City of Jackson be amended in accordance with the fire marshal's recommendations to add the following provision:

Sec. 58-41. – Stove Top Fire Suppression Systems.

Owners and managers of buildings containing two or more dwelling units with no automatic fire suppression sprinkler system that contain independent cooking and bathroom facilities shall install and maintain an approved, automatic, and laboratory tested fire extinguishing device designed to suppress fires over each stove located in each dwelling unit on or beyond July 1, 2023. The devices shall be activated without human intervention and shall require no maintenance, inspection, or recertification within the life span of the device. All devices must be replaced as recommended by the manufacturers prior to the expiration date listed on the device.

IT IS FURTHER ORDERED that Section 58-5 of the Code of Ordinances of the City of Jackson be further amended in accordance with the fire marshal's recommendations to add the following provision:

Sec. 58-5. – Enforcement of fire prevention codes and ordinances; arrests for violations; modification of requirements; appeals; penalties.

(e) Any person, firm, or corporation who shall violate any of the provisions of such officially adopted code or fail to comply therewith, or who shall build in violation of any detailed statement of specifications or plans submitted and approved under such code, or any certificate or permit issued under such code, or who shall violate or fail to comply with any order made under such code, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the board of fire code appeals and adjustments, the city council, or court of competent jurisdiction, within the time fixed therein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor and, upon conviction, shall be punished by the imposition of a fine of not less than \$500.00 or more than \$1,000.00 or by imprisonment for a period of time not less than thirty (30) or more than ninety (90) days, or by both such fine and imprisonment. The imposition of one penalty for a violation shall not excuse the violation or permit it to continue, and the person responsible therefor shall be required to correct or remedy such violations or defects within a reasonable time and, when not otherwise specified, each five days that prohibited conditions are maintained shall constitute a separate punishable offense. The application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

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

President Foote recognized **Chief Elliott Holmes, Jackson Fire Department**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

**ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON,
MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED
WITHIN THE BOUNDARIES OF SAID DISTRICT.**

WHEREAS, the City of Jackson, Mississippi (the “City”), is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas to be included within the district; and

WHEREAS, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

WHEREAS, Miss. Code Ann. § 67-1-101 requires that an Ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

WHEREAS, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

WHEREAS, the governing authority of the City has determined and hereby finds that the City of Jackson would benefit from the establishment of a Leisure and Recreation District within the Belhaven Town Center by enhancing pedestrian-oriented areas; and

WHEREAS, the governing authority of the City has further determined that the establishment of a Leisure and Recreation District at Belhaven Town Center would be in the best interests of the City; and

WHEREAS, the governing authority of the City has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor therefore has agreed to direct that the Jackson Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the City's Leisure and Recreation District established pursuant to this Ordinance; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City hereby establishes a Leisure and Recreation District at Belhaven Town Center as more fully set forth herein;

WHEREAS, the City of Jackson adopted an ordinance establishing a Leisure and Recreation District for the Belhaven Town Center on June 9, 2020 recorded in Minute Book 6R pages 178-181; and

WHEREAS, the City of Jackson established as part of that ordinance the geographic area included in the boundary of the district; and

WHEREAS, the City of Jackson recognizes the need to extend the boundaries to a greater geographic area due to economic growth of the town center; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. ADOPTION OF FINDINGS: The matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the governing authority of the City.

SECTION 2. TITLE: This ordinance shall be known as **ORDINANCE ESTABLISHING BELHAVEN TOWN CENTER LEISURE AND RECREATION DISTRICT.**

SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICT: Under the authority granted in Miss. Code Ann. § 67-1-101, the City does hereby establish a Leisure and Recreation District in Belhaven Town Center, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced map which is incorporated herein and attached hereto as Exhibit 1. The Leisure and Recreation District established herein shall be known as the "Belhaven Town Center Leisure and Recreation District" (the "District") and shall have the boundaries incorporated herein and attached hereto as Exhibit 2.

SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS: Any on-premises retail alcoholic beverage permittee (a "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage, beer or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District's hours of consumption, which are during the permittees' hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.
7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED; CONDITIONS: Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations and Alcoholic Beverages and Wine.

SECTION 6. DEFINITION OF ALCOHOLIC BEVERAGES: For the purposes of this Ordinance, the term “alcoholic beverages” shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, including native wines. Within the boundaries of the District, a permittee may allow beer and light wine to be removed from the licensed premises as permitted in Section 4 of this Ordinance.

SECTION 7. RESERVATION OF RIGHTS: The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, upon at least thirty days written notice to all permittees located within the District.

SECTION 8. PUBLIC SAFETY MEASURES: The City, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services with the District as required by State Law. In addition, the Police and Fire Department shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this Ordinance shall amend or change any other ordinance pertaining to amplified music, noise, litter or loitering.

SECTION 9. CONFLICTING ORDINANCES: All ordinances or parts thereof in conflict with this Ordinance, to include without limitation, Chapter 10 of the Code of Ordinances of the City of Jackson, are hereby declared to be inapplicable within the geographic boundaries of the District.

SECTION 10. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

SECTION 11. REPEAL OF PRIOR ORDINANCE: The ordinance previously approved on June 9, 2022 and recorded in Minute Book 6R pages 178-171 is repealed upon the effective date of this ordinance.

Exhibit 1

Exhibit 1

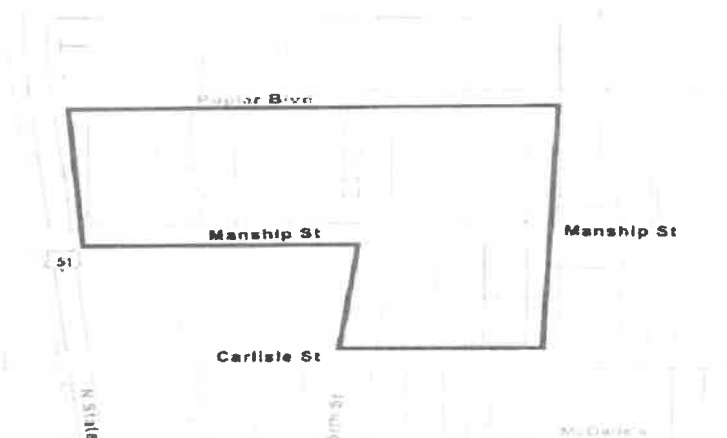


Exhibit 2

POINT OF BEGINNING: Point of intersection of the north right-of-way line of Carlisle Street and the east right-of-way line of North Street in the City of Jackson, Mississippi.

Thence: Run in a northerly direction along the east right-of-way line of North Street to the point of intersection of the south right-of-way line of Poplar Boulevard.

Thence: Run in a westerly direction along the south right-of-way line of Poplar Boulevard to the point of intersection of the east right-of-way line of State Street.

Thence: Run in a southerly direction along the east right-of-way line of State Street to the point of intersection with the south right-of-way line of Manship Street.

Thence: Run in a easterly direction along the south right-of-way line of Manship Street to the point of intersection with the west right-of-way line of North Jefferson Street.

Thence: Run in a southerly direction along the west right-of-way line of North Jefferson Street to the point of intersection with the north right-of-way line of Carlisle Street.

Thence: Run in a easterly direction along the north right-of-way line of Carlisle street to the POINT OF BEGINNING.

Council Member Lindsay moved adoption; Council Member Banks seconded.

President Foote recognized Jordan Hillman, Director of Planning and Development, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 27657 to 27736 APPEARING AT PAGES 315 TO 388 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$9,210,764.22 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27657 to 27736 appearing at pages 315 to 388, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$9,210,764.22 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
-------	--------------------------------

GENERAL FUND	2,326,615.84
TECHNOLOGY FUND	57,385.98
PARKS & RECR. FUND	41,481.82
BUSINESS IMPROV FUND (LANDSCP)	52,591.07
LANDFILL SANITATION FUND	511,692.58
FIRE PROTECTION	8,635.31
STATE TORT CLAIMS FUND	500,070.00
WATER/SEWER REVENUE FUND	360.00
WATER/SEWER OP & MAINT FUND	1,517,784.26
WATER/SEWER CAPITAL IMPR FUND	1,209,342.34
DISABILITY RELIEF FUND	80,387.41
EMPLOYEES GROUP INSURANCE FUND	95,097.01
KELLOGG FOUNDATION PROJECT	1,325.00
NARCOTICS EVIDENCE ESCROW	384.20
EARLY CHILDHOOD (DAYCARE)	10,430.61
HOUSING COMM DEV ACT (CDBG) FD	1,516.54
UNEMPLOYMENT COMPENSATION REVO	3,255.32
H O P W A GRANT – DEPT. OF HUD	82,743.59
PUBLIC SAFTEY PLANNING	4,375.00
INFRASTRUCTURE BOND 2020 \$32M	1,746,826.88
1% INFRASTRUCTURE TAX	69,371.24
MADISON SWEAGE DISP OP & MAINT	38.00
TRANSPORTATION FUND	66,871.79

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 10:00 A.M.**

580

FONDREN BUSINESS IMPROV FUND	1,472.61
RESURFACING – REPAIR & REPL. FD	24,670.72
P E G ACCESS – PROGRAMMING FUND	7,291.28
HUMAN AND CULTURE GRANTS	54,933.77
MODERNIZATION TAX	651,888.52
ESG COVID CARES ACT	33,062.01
CDBG COVID CARES	17,757.27
ZOOLOGICAL PARK	17,302.75
LIBRARY FUND	9,453.50
DFA-SB2971-PETE BROWN GOLF	4,350.00
TOTAL	<u>\$9,210,764.22</u>

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to add a payment to Mythics in the amount of \$599,405.75.

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

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

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

ORDER APPROVING CLAIMS NUMBER 27657 to 27736 APPEARING AT PAGES 315 TO 388 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$9,810,169.97 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27657 to 27736 appearing at pages 315 to 388, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$9,810,169.97 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
--------------	---

GENERAL FUND	2,326,615.84
TECHNOLOGY FUND	57,385.98
PARKS & RECR. FUND	41,481.82
BUSINESS IMPROV FUND (LANDSCP)	52,591.07
LANDFILL SANITATION FUND	511,692.58
FIRE PROTECTION	8,635.31
STATE TORT CLAIMS FUND	500,070.00
WATER/SEWER REVENUE FUND	360.00
WATER/SEWER OP & MAINT FUND	1,517,784.26
WATER/SEWER CAPITAL IMPR FUND	1,209,342.34

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 10:00 A.M.**

581

DISABILITY RELIEF FUND	80,387.41
EMPLOYEES GROUP INSURANCE FUND	95,097.01
KELLOGG FOUNDATION PROJECT	1,325.00
NARCOTICS EVIDENCE ESCROW	384.20
EARLY CHILDHOOD (DAYCARE)	10,430.61
HOUSING COMM DEV ACT (CDBG) FD	1,516.54
UNEMPLOYMENT COMPENSATION REVO	3,255.32
H O P W A GRANT – DEPT. OF HUD	82,743.59
PUBLIC SAFTEY PLANNING	4,375.00
INFRASTRUCTURE BOND 2020 \$32M	1,746,826.88
1% INFRASTRUCTURE TAX	69,371.24
MADISON SWEAGE DISP OP & MAINT	38.00
TRANSPORTATION FUND	66,871.79
FONDREN BUSINESS IMPROV FUND	1,472.61
RESURFACING – REPAIR & REPL. FD	24,670.72
P E G ACCESS – PROGRAMMING FUND	7,291.28
HUMAN AND CULTURE GRANTS	54,933.77
MODERNIZATION TAX	651,888.52
ESG COVID CARES ACT	33,062.01
CDBG COVID CARES	17,757.27
ZOOLOGICAL PARK	17,302.75
LIBRARY FUND	9,453.50
DFA-SB2971-PETE BROWN GOLF	4,350.00
TOTAL	<u>\$9,810,169.97</u>

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

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 27657 TO 27736 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 27657 to 27736 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$101,835.26 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,254,968.71
PARKS & RECR FUND		92,542.79
LANDFILL FUND		18,139.42
SENIOR AIDES		1,749.15
WATER/SEWER OPER & MAINT		212,503.13
PAYROLL	119,844.75	
EARLY CHILDHOOD		34,212.61
HOUSING COMM DEV		11,664.84

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 10:00 A.M.**

582

TITLE III AGING PROGRAMS		5,668.78
TRANSPORTATION FUND		15,408.39
PEG ACCESS-PROGRAMMING FUND		8,526.28
TOTAL		\$2,655,384.10

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

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

Nays – None.

Absent – None.

* * * * *

ORDER OF THE MAYOR OF JACKSON, MISSISSIPPI TO RETAIN LEGAL COUNSEL.

WHEREAS, on July 13, 2022, the City of Jackson, Mississippi was named as a defendant in the lawsuit styled “Richard's Disposal, Inc. v. City of Jackson, Mississippi” in the United States District Court for the Southern District of Mississippi Northern Division Cause No. 3:22-CV-396-KHJ-MTP; and

WHEREAS, on July 19, 2022, the City Council of Jackson, Mississippi alleged that an unknown conflict existed between the City Council and the Mayor’s office rendering the City Attorney unable to represent both the Council and the Mayor in the lawsuit; and

WHEREAS, the City Council of Jackson, Mississippi determined it was in “its” best interest to defend the lawsuit by retaining the independent legal counsel of Martin and Martin, PA and Mills, Scanlon, Dy and Pittman as Co-Counsel representing “only” the City Council; and

WHEREAS, on July 29, 2022, the attorneys with Martin and Martin, PA and Mills, Scanlon, Dye and Pittman as Co-Counsel representing only the City Council, filed a Motion to Intervene in the United States District Court for the Southern District of Mississippi Northern Division Cause No. 3:22-CV-396-KHJ-MTP; and

WHEREAS, on August 5, 2022, the attorneys with Martin and Martin, PA and Mills, Scanlon, Dye and Pittman as Co-Counsel representing only the City Council, filed an Answer; and Cross Claim of Intervenor against the Mayor of Jackson, Chokwe Antar Lumumba in the United States District Court for the Southern District of Mississippi Northern Division Cause No. 3:22-CV-396-KHJ-MTP; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-25, the governing authorities may employ counsel to represent the interest of the municipality, should the occasion require, and the determination as to whether a particular service is outside the scope of the regular duties and employment contract of the municipal attorney is a factual one to be made by the governing authorities. MS AG Op., Magee (November 14, 1997); and

WHEREAS, based on the facts presented at this time, the Mayor should consider retaining independent legal counsel to determine what, if any, conflict of interest exists; and

WHEREAS, the Law Office of Robert E. Higbee, PLLC, Gerald K. Evelyn Attorney & Counselor, and the Law Office of Felecia Perkins, PA are highly experienced with the subject matter involved in this case and have agreed to perform services for the Mayor of Jackson, MS at an hourly rate not to exceed \$350.00 per hour, based on the skill and experience of the assigned counsel for the charge tasked.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to retain the Law Office of Robert E. Higbee, PLLC, Gerald K. Evelyn Attorney & Counselor, and the Law Office of Felecia Perkins, PA as independent legal counsel of the Mayor of Jackson at an hourly rate not to exceed \$350.00 per hour based upon the skill and experience of the assigned counsel for the purpose of representing the Mayor and his interests to undertake such actions as deemed appropriate for and on behalf of, and to assist, the Mayor.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM.

WHEREAS, it is in the best interest of the City of Jackson and its citizens that the Jackson Police Department (JPD) enter into this MOU with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) providing Jackson Police Department with access to National Integrated Ballistic Information Network (NIBIN) data through the NIBIN Enforcement Support System (NESS); and

WHEREAS, this MOU is to establish an interagency agreement governing the access and utilization of NESS and designate a primary and alternate point of contact (POC) for the City of Jackson Police Department; and

WHEREAS, the POC will create, coordinate, update, and maintain a USER's list of all personnel requiring system access and notify ATF POC immediately if there is a need to revoke or suspend a user's access; and

WHEREAS, the NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data; facilitate information sharing; and provide near real-time intelligence to the City of Jackson Police Department; and

WHEREAS, the mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns; and

WHEREAS, the term of the MOU begins upon execution by all parties and continuous until either party submits a written notification of termination within (7) calendar days prior to their intent to withdraw; and

WHEREAS, the use of the NESS system is provided without charge to the City of Jackson Police Department, however, the cost associated with the computer hardware, computer software, internet connection, or other communications requirements associated with use of the NESS application will be at the expense of the City of Jackson Police Department.

IT IS, THEREFORE, ORDERED that the Memorandum of Understanding between the City of Jackson Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives is hereby authorized.

IT IS, FURTHER ORDERED that the Mayor, Chief of Police or their designees, are authorized to execute any and all other documents necessary to fulfill the purpose of this Order provided it does not obligate any monetary expense(s) to the City of Jackson.

Vice President Lee moved adoption; Council Member Stokes seconded.

President Foote recognized Commander Abraham Thompson, Jackson Police Department, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

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

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson's institutions of higher learning.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

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

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

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

**ORDER DECLARING PARCEL 132-40 SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL OF SAME TO SHANTE CROCKETT TO CLEAN UP
AND BUILD A HOUSE ON AT A LATER DATE.**

WHEREAS, on April 11th, 2022, Shante Crockett submitted an application for Surplus/Land Bank Property acquisition to the City of Jackson's Surplus Property Division; and

WHEREAS, Shante Crockett plans to use parcel 132-40 to first clean up, thus improving the aesthetics of the neighborhood and, at a later date, build a home on; and

WHEREAS, On April 21, 2022, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of it via the Bid Method pursuant to terms of Section 21-17-1(2)(a) of the Mississippi Code of 1972, as amended; and

WHEREAS, after no City department expressed a municipal need for the property, the Surplus Property Committee issued a request for bids that was published for 3 weeks in the Mississippi Link on June 9, 2022, June 16, 2022 and June 23, 2022; and

WHEREAS, the highest bid and sole bid was submitted by Shante Crockett in the amount of \$550.00, and

WHEREAS, based on the above, the Surplus Property Committee recommends that the City Council declare the property surplus and authorize its disposal to Shante Crockett pursuant Section 21-17-1(2)(a) of the Mississippi Code of 1972, as amended; and

WHEREAS, the City of Jackson has ownership of Parcel No. 132-40 fully described below and having the physical address of Robinson Street:

55.12 FT N/S ROBINSON X 142 FT FT. N
& S E OF TRUSSELL W OF STEPHENS
IN LOT 5 BLK O JULIENNE SY P#132-40
1062 AB ROBINSON ST* Parcel/PPIN:
13240 Hinds County, Mississippi.

IT IS HEREBY ORDERED that the property in question, bearing the following legal description:

55.12 FT N/S ROBINSON X 142 FT N & S E
OF TRUSSELL W OF STEPHENS IN LOT 5
BLK O JULIENNE SY P#132-40 1062 AB
ROBINSON ST* Parcel/PPIN: 13240 Hinds
County, Mississippi.

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the sale of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for cleaning up and, thus improvement of aesthetics of the neighborhood will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED, that the City of Jackson accepts the five hundred dollar (\$550.00) bid of Shante Crockett for Parcel 132-40.

IT IS FINALLY ORDERED, that the Mayor shall be authorized to execute a Quitclaim Deed conveying Parcel 132-40 to Shante Crockett consistent with the provisions of Section 21-17-1(2)(a), the instrument conveying the property to Shante Crockett shall reserve all mineral rights and preserve rights of ingress and egress for the removal of same.

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

President Foote recognized **Jordan Hillman, Director of Planning**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

**ORDER REVISING THE FY 2022 BUDGET FOR THE CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT.**

WHEREAS, the City of Jackson Department of Planning and Development needs funding in the proper categories to purchase vehicles, pay for vehicle title, purchase computers and equipment, and pay for software subscriptions; and

WHEREAS, the City of Jackson Department of Planning and Development has funds currently available in its budget due to vacancies within the department; and

WHEREAS, the Mississippi Code Annotated section 21-35-25 states any amendment made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the amendments of three hundred eleven thousand nine hundred two dollars (\$311,902.00) to Salaries and Fringes does not exceed the ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund.

IT IS HEREBY ORDERED that the funds in the amount of three hundred eleven thousand nine hundred two dollars (\$311,902.00) be reallocated for the City of Jackson Planning and Development FY 2022 fiscal year as follow:

ACCOUNT	ACCOUNT DESCRIPTION	FROM	TO
001.403.10.6111	SALARIES	\$ 89,347.00	
001.403.10.6131	FICA TAXES	\$ 5,508.00	
001.426.10.6111	SALARIES	\$ 38,000.00	
001.426.10.6131	FICA TAXES	\$ 4,000.00	
001.426.30.6111	SALARIES	\$ 37,114.00	
001.426.30.6131	FICA TAXES	\$ 4,000.00	
001.444.30.6111	SALARIES	\$ 35,000.00	
001.444.30.6131	FICA TAXES	\$ 1,847.00	
001.444.70.6111	SALARIES	\$ 55,000.00	
001.444.70.6131	FICA TAXES	\$ 12,286.00	
001.444.70.6465	AUTO + TRUCK GARAGE + OTHER	\$ 29,800.00	
001.444.70.6868	AUTOMOBILES + PICKUPS		\$192,040.00

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 10:00 A.M.**

587

001.404.10.6419	OTHER PROFESSIONAL SERVICES		\$104,712.00
001.404.10.6242	DATA PROCESSING EQUIPMENT		\$15,000.00
001.444.70.6423	AUTO LICENSE TITLES		\$ 150.00
		\$ 311,902.00	\$ 311,902.00

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

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

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to remove account numbers 001.444.70.6868 and 001.404.10.6419 from the budget revision.

After a thorough discussion, **President Foote** recognized **Council Member Banks** and **Council Member Hartley** who withdrew their motion and second on the amended.

President Foote recognized **Vice President Lee** and **Council Member Lindsay** who withdrew their motion and second. Said item was referred to the Finance Committee.

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENTS TO SYN-TECH SYSTEMS.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division onsite fueling system became inoperable and required technical support to get the system back online and working; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Syn-Tech Systems be ratified and authorized for payment in an amount not to exceed two hundred and sixteen dollars (\$216.00); and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority

to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized for to Syn-Tech Systems at a cost not to exceed two hundred and sixteen dollars (\$216.00).

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

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

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A SIXTY (60) MONTH AGREEMENT WITH SYNTECH SYSTEMS FOR THE PROCUREMENT OF AN EXTENDED MAINTENANCE AGREEMENT IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CIRCULAR 4220.1F.

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 60-month agreement for maintenance support for the existing fueling system at JTRAN Administrative Maintenance Facility with SYN-TECH SYSTEMS, INCORPORATED, 100 Four Points Way, Tallahassee, Florida 32305; and

WHEREAS, the City of Jackson is subject to regulations promulgated by the Federal Transit Administration because it receives federal monies and assistance in its provision of public transportation services; and

WHEREAS, FTA C Circular 4220.1 F provides Contracting guidance for recipients of the Federal Transit Administration when using the Federal assistance to finance its procurements; and

WHEREAS, sole sources are identified as a procurement source in Chapter V Section 7(a)(1)(c) of FTA C Circular 4220.1 F; and

WHEREAS, Chapter VI Section 3(i)(3)(b) of the referenced circular requires a recipient to complete a written sole source justification in conjunction with each sole source procurement; and

WHEREAS, the staff within the Transit Services division completed a written sole source justification with the procurement action and has documented its file with the report; and

WHEREAS, the Transit Service division believes and recommends that the best interest of the City of Jackson would be served by obtaining a maintenance support agreement for the existing fueling equipment from SynTech Systems; and

WHEREAS, the term of the agreement is July 21, 2022 through July 20, 2027; and

WHEREAS, FUELMASTER Maintenance Agreement provides a means of extending the normal one-year warranty that all customers receive; it covers parts and support labor for all components, both software and hardware; and provides free upgrades to software/firmware, as required; and

WHEREAS, the total cost of the procurement is not to exceed the amount of eleven thousand nine thousand and twenty-five dollars (\$11,925.00); and

WHEREAS, the funds received from the Federal Transit Administration in the amount of nine thousand five hundred and forty dollars (\$9,540.00) will be used to fund the procurement described; and

WHEREAS, the sum of two thousand three hundred and eighty-five dollars (\$2,385.00) is not covered by federal funding and must be matched from local sources; and

WHEREAS, the local match of two thousand three hundred and eighty-five dollars (\$2,385.00) is included in the Transit Services division budgets for FY2022, FY2023, FY2024, FY2025, and FY2026.

IT IS HEREBY ORDERED that the sole source procurement of Extended Maintenance Agreement may be purchased from SynTech Systems in accordance with the referenced FTAC C Circular 4220.1F; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an Agreement with SynTech Systems for the provision of an extended maintenance agreement for its existing fueling system of the public transportation system (JTRAN) for a five (5) year period commencing upon approval of the City Council.

IT IS FUTHERED ORDERED that for the procurement of an extended maintenance agreement, the total sum shall not to exceed eleven thousand nine thousand and twenty-five dollars (\$11,925.00) with nine thousand five hundred and forty dollars (\$9,540.00) from Federal Transit Administration and two thousand three hundred and eighty-five dollars (\$2,385.00) from the Transit Services division budget for FY2022, FY2023, FY2024, FY2025, and FY2026.

IT IS FINALLY ORDERED that the Mayor shall be authorized to execute purchase orders, contracts, and other documents not contrary to the provisions of this order which may be required and necessary for facilitating the procurement and the receipt and delivery of the goods or services stated.

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

President Foote recognized **Christine Welch, Deputy Director of Transportation**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, on June 27, 2019, the governing authorities authorized the Mayor to execute the agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the action of June 27, 2019, related to the extension is recorded in Minute Book 6P; Page 327; and

WHEREAS, IVS, Inc. d/b/a AngelTrax, Inc. has provided a written proposal of the extension of terms of said agreement pursuant to Item#3 of the Master Purchase Agreement for an extension beginning July 1, 2022 through June 30, 2024; and

WHEREAS, the Scope of Work is defined in Exhibit A of the Master Purchase Agreement; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities authorize the Mayor to execute Extension to the Agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera system beginning July 1, 2022 through June 30, 2024 at a cost not to exceed two hundred thirty-four thousand eight hundred ninety dollars and sixty cents (\$234,890.60); and

WHEREAS, the Federal Transit Administration will provide one hundred eighty-seven nine hundred twelve dollars and forty-eight cents (\$187,912.48) or (80%) to fund the procurement described, with a local match from FY2022, FY2023, and FY2024 of forty-six thousand nine hundred seventy-eight dollars and twelve cents (\$46,978.12) or (20%).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the optional two-year renewal with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2022 through June 30, 2024 at a cost not to exceed two hundred thirty-four thousand eight hundred ninety dollars and sixty cents (\$234,890.60) with one hundred eighty-seven nine hundred twelve dollars and forty-eight cents (\$187,912.48) or (80%) to fund the procurement described, with a local match from FY2022, FY2023, and FY2024 of forty-six thousand nine hundred seventy-eight dollars and twelve cents (\$46,978.12) or (20%).

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

President Foote recognized **Christine Welch, Deputy Director of Transportation**, who provided a brief overview of said item.

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

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

Nays -- None.

Absent -- None.

ORDER RATIFYING A CONTRACT WITH HYDRA SERVICE, INC. FOR TEMPORARY 100 MGD STORMWATER BYPASS PUMPING AT THE SAVANNA STREET WASTEWATER TREATMENT PLANT.

WHEREAS, the 100 mgd stormwater bypass pumping system at Savanna Street Wastewater Treatment Plant, which is designed to pump excess sewer flows in high rain events into temporary storm cells until the excess can be treated in plant, stopped working resulting on the need to procure a temporary bypass pumping system; and

WHEREAS, the City of Jackson intends to permanently replace the failed pump utilizing Section 219 funds through the United States Army Corps of Engineers; but that project is in early-stage development; and

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

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Hydra Service, Inc. for an amount not to exceed \$92,660.00 per month plus one time set up and tear down cost not to exceed \$30,767.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Hydra Service, Inc. for an amount not to exceed \$92,660.00 per month plus one time set up and tear down cost not to exceed

\$30,767.00 for the 100 mgd stormwater bypass pumping system at Savanna Street Wastewater Treatment Plant is ratified.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING THE PROCUREMENT OF SEWER COLLECTION SYSTEM BY-PASS PUMPS FROM HYDRA SERVICE, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has emergency need for by-pass pumps to comply with the Clean Water Act to address certain sewer main breaks at various locations within the City of Jackson's wastewater collections system; and

WHEREAS, due to exigent circumstances, the procurement of these by-pass pumps from Hydra Service, Inc. was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the by-pass pumps at the locations set forth in certain invoices totaling \$375,308.59 were provided by Hydra Service, Inc. to the Water-Sewer Utilities Division; and

WHEREAS, to ensure that sewerage is prevented from freely running on the ground and into the rivers and lakes of the United States and to assist the City in complying with the Clean Water Act, it is necessary to pay these outstanding invoices to continue receiving any needed equipment from this vendor.

IT IS, THEREFORE, ORDERED that rental of bypass pumps from Hydra Service, Inc. is hereby ratified and payment to Hydra Service, Inc. in the amount of \$375,308.59 be made, consistent with the invoices.

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

President Foote recognized **Robert Lee, Interim City Engineer**, and **Terry Williamson, Office of the City Attorney**, who provided a brief overview of said item.

After a thorough discussion, **President Foote** recognized **Council Member Stokes** and **Council Member Banks** who withdrew their motion and second. Said item would be tabled until a Special Council Meeting to be held on August 17, 2022.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HIND'S COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-08 REVISED.

WHEREAS, the Hinds County Board of Supervisors intends to (1) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (2) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (4) Pave Meadowbrook Road from Eastover Drive to Quail Run Road at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) Pave North Hampton Drive in an amount not to exceed \$63,321.00, to be paid from American Rescue Plan Funds (Ward 1); (2) Pave River Road at an amount not to exceed \$37,687.00, to be paid from American Rescue Plan Funds (Ward 1); (3) Pave Meadowbrook Road from Ridgewood Road to Eastover Drive at an amount not to exceed \$82,850.00, to be paid from American Rescue Plan Funds (Ward 1); and (4) Pave Meadowbrook Road from Eastover Drive to Quail Run Road at an amount not to exceed \$36,000.00, to be paid from American Rescue Plan Funds (Ward 1).

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

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

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE PROPOSAL OF LIBERTY MUTUAL INSURANCE COMPANY TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE OBTAINED BY THE FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2022 THROUGH AUGUST 15, 2023.

WHEREAS, the City of Jackson entered into an Insurance Service Agreement with Fisher Brown Bottrell Insurance Agency to obtain Property and Boiler & Machinery Insurance Coverage for the City of Jackson; and

WHEREAS, Fisher Brown Bottrell Insurance Agency solicited quotes from insurance firms to obtain commercial property and boiler & machinery insurance coverage on the City of Jackson's properties and facilities; and

WHEREAS, Fisher Brown Bottrell Insurance Company advised that Liberty Mutual Insurance Company submitted the best quote to provide property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00; and

WHEREAS, the deductible associated with the Liberty Mutual Insurance Company proposal is \$100,000.00.

IT IS HEREBY ORDERED that the proposal of Liberty Mutual Insurance Company as obtained by Fisher Brown Bottrell Insurance Agency to provide commercial property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$1,206,886.00 for the period August 15, 2022 to August 15, 2023 be accepted.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

* * * * *

There came on for consideration Agenda Item No. 24:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR. President Foote stated said item would be held at the request of Council Member Stokes.

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PRIVATIZING
THE OPERATIONS OF THE O.B. CURTIS WATER PLANT AND THE
JACKSON FEWELL WATER PLANT.**

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

WHEREAS, the rapidly declining quality of life of the citizens of the City of Jackson as it relates to the operations of the O.B. Curtis Water Plant and the Jackson Fewell Water Plant demands an immediate and deliberate vote for privatization of the operations of these two water plants to address the lack of safe drinking water in the City of Jackson for extended periods of time and for continuous occurrences of boil water affecting families, schools, churches, business, pets, recreational uses of water, etc.; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council takes the decisive step toward making sure that the O.B. Curtis Water Plant and the Jackson Fewell Water Plant are state of the art, expertly and properly run so as to ensure safe drinking water in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby votes in favor of privatizing the operations of the O.B. Curtis Water Plant and the Jackson Fewell Plant.

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

President Foote recognized **Catoria Martin**, City Attorney, who recommended an amendment changing "Order" to a "Resolution".

President Foote recognized **Council Member Stokes** who moved, seconded by **Council Member Hartley** to amend said order to remove "privatizing" to "outside management for operation and maintenance". After a thorough discussion, the vote was taken again with **Vice President Lee** moved, seconded by **Council Member Hartley** to amend said order to remove "privatizing" to "outside management for operation and maintenance". The motion prevailed by the following vote:

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

President Foote recognized **Council Member Banks** who moved, seconded by **Vice President Lee** recommended placing said item in the Finance Committee to be discussed within the committee. The motion failed by the following vote:

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

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

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING AN
OUTSIDE MANAGEMENT COMPANY FOR THE OPERATION AND
MAINTENANCE OF THE O.B. CURTIS WATER PLANT AND THE JACKSON
FEWELL WATER PLANT.**

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

WHEREAS, the rapidly declining quality of life of the citizens of the City of Jackson as it relates to the operations of the O.B. Curtis Water Plant and the Jackson Fewell Water Plant demands an immediate and deliberate vote for privatization of the operations of these two water plants to address the lack of safe drinking water in the City of Jackson for extended periods of time and for continuous occurrences of boil water affecting families, schools, churches, business, pets, recreational uses of water, etc.; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council takes the decisive step toward making sure that the O.B. Curtis Water Plant and the Jackson Fewell Water Plant are state of the art, expertly and properly run so as to ensure safe drinking water in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby votes in favor of outside management for operations and maintenance of the O.B. Curtis Water Plant and the Jackson Fewell Plant.

Yeas – Foote, Hartley and Stokes.

Nays – Grizzell, Lee and Lindsay.

Abstentions – Banks.

Absent – None.

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

Note: Council Member Grizzell left the meeting.

**RESOLUTION OF THE JACKSON CITY COUNCIL REQUESTING THAT
MAYOR CHOKWE ANTAR LUMUMBA ENGAGE A THIRD-PARTY
MANAGEMENT COMPANY TO OPERATE THE O.B. CURTIS AND FEWELL
WATER PLANTS.**

WHEREAS, the City of Jackson must provide safe and reliable drinking water to the citizens of Jackson, Mississippi per the federal Safe Drinking Water Act; and

WHEREAS, the City is experiencing its fifth (5th) boil water notice since February, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council requests that Mayor Chokwe Antar Lumumba engage a third-party management company – within the confines of the law and as expediently as possible – to assist the Department of Public Works in providing safe drinking water in accordance with the Safe Drinking Water Act and other federal and state clean water laws and regulations.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

**RESOLUTION OF THE JACKSON CITY COUNCIL REQUESTING THAT THE
OFFICE OF THE CITY ATTORNEY, RISK MANAGEMENT DIVISION,
SUBMIT A NOTIFICATION TO THE OFFICE OF THE STATE AUDITOR
REGARDING PAYMENT OF INSURANCE PREMIUMS TO THE EVANS
AGENCY.**

WHEREAS, the Jackson City Council accepted the proposal of SouthGroup for *renewal* of workers' compensation coverage provided by Bitco for the policy period *August 1, 2019* through August 1, 2020 on June 11, 2019 and is recorded in Minute Book 6 P; and

WHEREAS, the Jackson City Council also authorized coverage for an additional two (2) year period if premiums were equivalent; and

WHEREAS, prior to the June 11, 2019 action of the Jackson City Council, SouthGroup and the Evans Agency had entered into an agreement on May 1, 2019 related to the provision of centralized administrative and management services for The Evans Agency, which contained a provision indicating that any agreements written or *renewed would only be through SouthGroup as agent of record*; and

WHEREAS, the agreement between the Evans Agency and SouthGroup indicated that all customer accounts of the associate agency (The Evans Agency) which had been serviced prior to the date of the agreement or which were produced by principals of the Evans Agency would be coded on the books of SouthGroup as being owned by the associate agency (The Evans Agency); and

WHEREAS, the relationship between SouthGroup and the Evans Agency terminated on December 31, 2021 by written agreement, and the termination agreement states the Evans Agency maintained its customer accounts consistent with language in the initial administrative and management agreement; and

WHEREAS, the Evans Agency notified the Risk Management Division of the Office of the City Attorney in a letter dated April 2022 that its relationship with SouthGroup had ceased; and

WHEREAS, the City of Jackson paid invoices for premiums to the Evans Agency beginning on or about April 26, 2022; and SouthGroup has not contacted the City of Jackson and alleged that premiums for coverage with Bitco should have been remitted to it, however, the Jackson City Council requests the Office of the City Attorney, Risk Management Division notify the Office of the State Auditor of insurance premiums submitted to the Evans Agency in April and May 2022; and

WHEREAS, pursuant to Section 21-39-13 of the Mississippi Code, the owner of a claim either *before or after* allowance, may transfer same by assignment, and the holder of such assignment shall be entitled to receive the warrant or check therefor at the proper time by presenting such assignment to the clerk at any time before the delivery of the warrant or check to the original claimant.

THEREFORE, BE IT RESOLVED that the Jackson City Council requests the Office of the City Attorney, Risk Management Division, notify the Office of the State Auditor of insurance premiums submitted to the Evans Agency in April and May 2022.

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

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

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – None.

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF DETENTION OFFICERS FROM 13 TO 20 SENIOR DETENTION OFFICERS FROM RANGE 15 TO 21 AND DETENTION SHIFT SUPERVISORS FROM RANGE 17 TO 22.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y which established the range for Detention Officer at a pay range of 13 with annual compensation of \$23,146.76-

\$27,722.86; Senior Detention Officer at a pay range of 15 with annual compensation of \$25,293.71-\$30,341.00; and Detention Shift Supervisor at a pay range of 17 with annual compensation of \$27,661.42-\$33,224.25; and

WHEREAS, the Jackson Police Department requested that the Department of Human Resources conduct a *salary survey* on the classification of Detention Officer, Senior Detention Officer and Detention Shift Supervisor; and

WHEREAS, the Jackson Police Department has plans to acquire a misdemeanor holding facility; and

WHEREAS, a salary survey was conducted for the classification of: Detention Officer, Senior Detention Officer and Detention Shift Supervisor by submitting an inquiry to Hinds County Raymond Detention Center; and

WHEREAS, the response from Hinds County Raymond Detention Center survey was a starting salary for Detention Officers at 29,453.52; Senior Detention Officer starting salary at \$31,896.26 and Detention Shift Supervisor starting salary at \$ 32,256.69; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Detention Officer with the range of 20 with annual compensation of \$31,676.39-\$38,116.58; Senior Detention Officer with the range of 21 with annual compensation of \$33,150.08-\$39,911.70; and Detention Shift Supervisor with the range of 22 with annual compensation of \$34,698.44-\$41,797.64; and

WHEREAS, the Jackson Police Department has informed the Department of Human Resources that they have the monies in their budget to cover the recommended pay range increases.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to change the range of Detention Officer from a range 13 to range 20 with annual compensation of \$31,676.39-\$38,116.58; Senior Detention Officer from range 15 to range 21 with annual compensation of \$33,150.08-\$39,911.70; and Detention Shift Supervisor from range 17 to range 22 with annual compensation of \$34,698.44-\$41,797.64; to be effective immediately.

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

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

Nays – None.

Absent – Grizell.

There came on for Discussion, Agenda Item No. 29:

DISCUSSION: UNPAID INVOICES TO CITY VENDORS: President Foote expressed concerns about vendors doing business with the City and being paid on time.

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

DISCUSSION: GARBAGE CONTRACT: President Foote recognized Council Member Stokes who inquired about the status of the garbage contract.

There came on for Discussion, Agenda Item No. 31:

DISCUSSION: 2127: President Foote stated said item would be held at the request of Council Member Stokes.

There came on for Discussion, Agenda Item No. 32:

DISCUSSION: AIRPORT MANAGEMENT: PERSONNEL: President Foote recognized Council Member Hartley who expressed concerns regarding Airport management and pending litigation.

• **Mayor Chokwe Antar Lumumba** announced the following:

- Special thanks to the Fire Department and Constituent Services for helping with water distribution.
- WSBA-You can now link you Digital Self-Serve account using your zip code instead of your Social Security Number. Create Your Account: Login at dss-coj.opower.com/days/login.
- You can now complete your Special Events Permit Application online at www.jackson.ms.gov.
- Contact information for Richards Disposal- 769-333-4222 or CSRJM@richardsdisposal.com
- Please sign up for CodeRed Emergency alerts @ www.jacksonms.gov
- Please Dial 3-1-1 for non-emergency City services.
- COJ Early Childhood Development Centers are currently accepting applications for children ages 8 weeks to 5 years of age.
- Precinct 3 Cops Meeting, August 18, 2022 at 6:00pm. Precinct 3 3925 Northside Dr., Jackson, MS 39206
- Basketball Camp (Girls Only 6th-8th grade) Saturday, August 13, 2022 1450 Wiggins Rd., (Westside Gymnasium) Registration begins at 9:00am For more information, please call Alex Thompson at 769-798-7441/email at thompson394@gmail.com
- Ready to Learn Jackson: Ensuring every child enter Kindergarten ready to learn MS E-Center Saturday, August 20, 2022 at 9:00 a.m. – 1 p.m. 1230 Raymond Rd., Jackson, MS 39204
- Roll-Off Dumpster Day Saturday, September 10, 2022 8:00 a.m. – 3:00 p.m. Location TBA
- 14th Annual Project Homeless Connect Thursday, September 15, 2022 from 8:30am-1:00 p.m. Pittman Park 825 W. Capitol St. Jackson, MS 39203

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 2:00 p.m. on August 17, 2022. At 1:22 p.m., the Council stood adjourned.

PREPARED BY:

ShaneKia Mosley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature] 9/13/22
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

[Signature]
CITY CLERK
