

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 27, 2022 10:00 A.M.**

**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 September 27, 2022, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth Stokes, Ward 3.

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

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The invocation was offered by **Dr. David Strain of First Presbyterian Church of Jackson**.

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

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**APPROVAL OF THE AUGUST 30, 2022 REGULAR COUNCIL MEETING MINUTES.**

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

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

Nays – None.

Absent – Stokes.

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**APPROVAL OF THE SEPTEMBER 1, 2022 SPECIAL COUNCIL MEETING MINUTES.**

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

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

Nays – None.

Absent – Stokes.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD AUGUST 30, 2022 FOR THE FOLLOWING CASES:**

22-462	22-569	22-485	22-813	21-1374	22-940
22-1233	21-1993	21-1994	22-1358	21-1418	22-864
21-1403	21-1401	21-1995	22-799	22-191	21-745
22-1220	22-1256	21-1519	22-1221	22-1219	22-1202
22-1412	22-969	22-982			

**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 August 30, 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 #22-462: Parcel #633-101** located at 1150 McDowell Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

2) **Case #22-569: Parcel #209-155** located at 2717 Glenn Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

3) **Case #22-485: Parcel #209-153** located at 2735 Glenn Street: After hearing testimony from owner(s) Lisa Rowell, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven days (7) until September 6, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #22-813: Parcel #208-53** located at 0 Glenn Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) **Case #21-1374: Parcel #59-35** located at 194 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

6) **Case #22-940 Parcel #58-117** located at 163 Millsaps Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) **Case #22-1233: Parcel #60-61** located at 220 Roosevelt Street: After hearing testimony from owner(s) Vera Mack, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

8) **Case #21-1993: Parcel #57-40** located at 219 Duncan Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

9) **Case #21-1994: Parcel #57-43** located at 205 Duncan Avenue: After hearing testimony from owner(s) Charity Essex, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

10) **Case #22-1358: Parcel #60-23** located at 233 Fairbanks Street No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

11) **Case #21-1418: Parcel #59-42** located at 187 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

12) **Case #22-864: Parcel #60-56** located at 240 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-1403: Parcel #60-55** located at 242 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) **Case #21-1401: Parcel #60-62-1** located at 214 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

15) **Case #21-1995: Parcel #57-44** located at 203 Duncan Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #22-799: Parcel #51-28** located at 506 Taylor Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #22-191: Parcel #552-126** located at 5644 Concord Drive No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-745: Parcel #802-27** located at 6444 Lyndon B Johnson: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 2

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

19) **Case #22-1220: Parcel #405-335** located at 3025 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

20) **Case #22-1256: Parcel #410-337** located at 3932 Miller Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be held in

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

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

21) **Case #21-1519: Parcel #407-238** located at 1370 Weeks Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

22) **Case #22-1221: Parcel #405-333** located at 3029 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) **Case #22-1219: Parcel #405-344** located at 0 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #22-1202: Parcel #4287** Richmond Circle: located at 4287 Richmond Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

25) **Case #22-1412: Parcel #410-33-1:** located at 3631 Cromwell Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

26) **Case #22-969: Parcel #642-416** located at 5515 Queen Josephine Lane: After hearing testimony from owner(s) Patricia & Leflore Alexander Jr, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty days (60) until October 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

27) **Case #22-982: Parcel #642-465:** located at 344 Queen Margaret Lane: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCELS 190-53 AND 190- 54 LOCATED AT 220 W PASCAGOULA AND 226 PASCAGOULA ST. - \$49,000.00. CASE #CE-21-222 AND CE-21-224.**

**WHEREAS**, the City of Jackson owns the properties located at 220 W Pascagoula St and 226 W Pascagoula St; and

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

**WHEREAS**, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors to perform professional services to remedy the conditions on parcels 190-53 and 190-54 located at 220 W Pascagoula St and 226 W Pascagoula St.; and

**WHEREAS**, based on stated requirements, Socrates Garrett Enterprises, Inc. has submitted the best bid to perform professional services for the sum of \$49,000.00; and

**WHEREAS**, Socrates Garrett Enterprises, Inc. has a principal office address of 2659 Livingston Rd Jackson, MS 39213; and

**WHEREAS**, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett 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 in an amount not to exceed \$49,000.00.

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 within thirty (30) calendar days of receipt of the Notice of Proceed. 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

**Socrates Garrett Enterprises, Inc.**

Socrates Garrett  
2659 Livingston Rd  
Jackson, Mississippi 39213

**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 effective 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

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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 Socrates Garrett Enterprises, Inc. to 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; and cut grass and weeds, for Cases CE-21-222 and CE-21-224 located at 220 West Pascagoula Street and 226 West Pascagoula Street, Parcels 190-53 and 190-54, for an amount not to exceed \$49,000.00.

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

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

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There came on for Introduction, Agenda Item No. 7:

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT.** Said item would be tabled until the next Regular Council meeting to be held on October 11, 2022.

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**ORDER APPROVING CLAIMS NUMBER 277858 to 277918 APPEARING AT PAGES 468 TO 503 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,569,091.26 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 277858 to 277918 appearing at pages 468 to 503, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,569,091.26 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	2,125,074.85
TECHNOLOGY FUND	130,885.87
PARKS & RECR. FUND	74,760.24
LANDFILL SANITATION FUND	179,129.56

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 27, 2022 10:00 A.M.**

FIRE PORTECTION	56,233.66
STATE TORT CLAIMS FUND	7,267.50
WATER/SEWER OP & MAINT FUND	1,656,631.62
EMPLOYEES GROUP INSURANCE FUND	184,057.40
EARLY CHILDHOOD (DAYCARE)	620.86
HOUSING COMM DEV ACT (CDBG) FD	28,808.57
EMERGENCY SHELTER GRANT (ESG)	25,408.96
HOME PROGRAM FUND	25,811.92
H O P W A GRANT – DEPT. OF HUD	58,567.32
1% INFRASTRUCTURE TAX	435,923.00
WATER/SEWER CAP IMP NOTE 7M	25,132.42
TRANSPORTATION FUND	680,336.83
JXN CONVENTION & VISITORS BUR	299,091.98
P E G ACCESS – PROGRAMMING FUND	7,771.38
HUMAN AND CULTURE GRANTS	9,724.24
TIGER GRANT	520,641.06
ESG COVID CARES ACT	7,597.29
CDBG COVID CARES	56,376.03
2020ED BRYNE MEMORIAL JUSTICE	115,302.00
ZOOLOGICAL PARK	1,680.23
LIBRARY FUND	9,453.50
DFA – SB2971 – PETE BROWN GOLF	47,175.00
MDOT – CMPDD PROJECTS	787,127.97
<b>TOTAL</b>	<b>\$7,569,091.26</b>

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

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**President Foote** recognized **Fidelis Malembeka, Chief Financial Officer**, who provided an overview of the claims docket.

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

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

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**President Foote** recognized **Council Member Banks** who moved, seconded by **Council Member Lindsay** to reconsider Consent Agenda Items No. 2-6. The motion prevailed by the following vote:

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

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**APPROVAL OF THE AUGUST 30, 2022 REGULAR COUNCIL MEETING MINUTES.**

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

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

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APPROVAL OF THE SEPTEMBER 1, 2022 SPECIAL COUNCIL MEETING  
MINUTES.

Vice President Lee moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – Stokes.

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**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 AUGUST 30, 2022 FOR THE FOLLOWING CASES:**

22-462	22-569	22-485	22-813	21-1374	22-940
22-1233	21-1993	21-1994	22-1358	21-1418	22-864
21-1403	21-1401	21-1995	22-799	22-191	21-745
22-1220	22-1256	21-1519	22-1221	22-1219	22-1202
22-1412	22-969	22-982			

**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 uncleanliness 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 August 30, 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 #22-462: Parcel #633-101** located at 1150 McDowell Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

2) **Case #22-569: Parcel #209-155** located at 2717 Glenn Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

3) **Case #22-485: Parcel #209-153** located at 2735 Glenn Street: After hearing testimony from owner(s) Lisa Rowell, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven days (7) until September 6, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #22-813: Parcel #208-53** located at 0 Glenn Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) **Case #21-1374: Parcel #59-35** located at 194 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

6) **Case #22-940 Parcel #58-117** located at 163 Millsaps Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) **Case #22-1233: Parcel #60-61** located at 220 Roosevelt Street: After hearing testimony from owner(s) Vera Mack, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

8) **Case #21-1993: Parcel #57-40** located at 219 Duncan Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

9) **Case #21-1994: Parcel #57-43** located at 205 Duncan Avenue: After hearing testimony from owner(s) Charity Essex, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) until November 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

10) **Case #22-1358: Parcel #60-23** located at 233 Fairbanks Street No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

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as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

11) **Case #21-1418: Parcel #59-42** located at 187 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

12) **Case #22-864: Parcel #60-56** located at 240 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-1403: Parcel #60-55** located at 242 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) **Case #21-1401: Parcel #60-62-1** located at 214 Roosevelt Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

15) **Case #21-1995: Parcel #57-44** located at 203 Duncan Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #22-799: Parcel #51-28** located at 506 Taylor Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #22-191: Parcel #552-126** located at 5644 Concord Drive No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1



Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-745: Parcel #802-27** located at 6444 Lyndon B Johnson: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 2

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

19) **Case #22-1220: Parcel #405-335** located at 3025 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

20) **Case #22-1256: Parcel #410-337** located at 3932 Miller Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

21) **Case #21-1519: Parcel #407-238** located at 1370 Weeks Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

22) **Case #22-1221: Parcel #405-333** located at 3029 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) **Case #22-1219: Parcel #405-344** located at 0 Lilly Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #22-1202: Parcel #4287** Richmond Circle: located at 4287 Richmond Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

25) **Case #22-1412: Parcel #410-33-1:** located at 3631 Cromwell Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

26) **Case #22-969: Parcel #642-416** located at 5515 Queen Josephine Lane: After hearing testimony from owner(s) Patricia & Leflore Alexander Jr, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty days (60) until October 29, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

27) **Case #22-982: Parcel #642-465:** located at 344 Queen Margaret Lane: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

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

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**President Foote** recognized **Vice President Lee** who moved, and **Council Member Banks** seconded, to amend said order to remove Agenda Item No. 6 - Order authorizing the Mayor to execute a contract between the City of Jackson and Socrates Garrett Enterprises, Inc. to demolish structure and remedy conditions that constitute a menace to public health, safety, and welfare according to Mississippi Code Annotated Section 21-19-11 for Parcels 190-53 and 190- 54 located

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 27, 2022 10:00 A.M.**

at 220 W Pascagoula and 226 Pascagoula St - \$49,000.00. Case #CE-21-222 and CE-21-224. The motion prevailed by the following votes:

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

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 277858 TO 277918 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 277858 to 277918 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$100,711.59 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,192,240.88
PARKS & RECR FUND		86,941.54
LANDFILL FUND		13,648.49
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		233,682.74
PAYROLL	100,711.59	
EARLY CHILDHOOD		18,851.77
HOUSING COMM DEV		11,836.93
TITLE III AGING PROGRAMS		5,615.07
TRANSPORTATION FUND		16,691.38
PEG ACCESS-PROGRAMMING FUND		4,970.64
HUMAN AND CULTURE GRANTS		14,400.00
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		28,070.76
AMERICAN RESCUE PLAN ACT 2021		59,864.06
<b>TOTAL</b>		<b>\$2,697,525.26</b>

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

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

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**ORDER CONFIRMING THE MAYOR’S NOMINATION OF RICA LEWIS-PAYTON 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**, LaWanda Harris’ term expired September 26, 2020; and

**WHEREAS**, Rica Lewis-Payton, resident of Ward 7, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

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**IT IS, THEREFORE, ORDERED** that the Mayor’s nomination of Rica Lewis-Payton to the Jackson Municipal Airport Authority Board

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

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

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**President Foote** recognized **Rica Lewis-Payton**, who gave her personal statement and answered questions posed to her by Council Members.

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

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

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELA CARSON D/B/A CARSON CONSULTING SERVICES, LLC TO SERVE AS PROJECT MANAGER FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).**

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

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

**WHEREAS**, the Office of the Chief Administrative recommends that the Jackson City Council authorize the Mayor to enter into an agreement with Carson Consulting Services, LLC to allow Angela Carson to serve as Project Manager from September 23, 2022, through September 23, 2023; and

**WHEREAS**, Ms. Angela Carson (doing business as “Carson Consulting Services LLC”) will, as a consultant under the EPHD project, finalize the implementation plan with the City of Jackson staff, engage business and workforce leaders for the *Pathways* initiative, engage community-based organizations and postsecondary education providers (community partners collectively) for the *Pathways* initiative, develop a procurement process to select community partners to participate in the *Pathways* initiative, serve as project manager for the *Pathways* initiative, engage key local stakeholders in the STEAM/creative economy for the COJ incubator project, and develop a feasibility plan for the COJ incubator project; and

**WHEREAS**, the City of Jackson will compensate Ms. Carson for her services as an independent contractor in an amount not to exceed \$40,000.00 over the term of the EPHD grant project – September 23, 2022, through September 23, 2023; and

**WHEREAS**, the proposed contract contains the following provisions:

**Term:** This Agreement commences upon execution and shall continue uninterrupted until September 23, 2023. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating Party agrees to

act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

**Compensation:** For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant, as a Project Manager, for the grant period of September 23, 2022, through September 23, 2023. The COJ agrees to compensate the Consultant in an amount not to exceed Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) a month for twelve (12) months totaling an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities, and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

**Independent Consultant:** The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

**Approval:** It is understood that this Agreement requires approval by Jackson City Council, and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

**Availability of Funds:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**Non-Assignment and Subcontracting:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate, or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**Non-Waiver of Breach:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**Public Records:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions, See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**Representation Regarding Contingent Fees and Gratuities:** The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent

fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**Severability:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**Confidentiality and Treatment of Information:** The consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

**Governance:** This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

**Entire Agreement:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into an agreement with Angela Carson for consultant services provided herein.

**IT IS FURTHER ORDERED** that Angela Carson will be compensated in an amount not to exceed \$40,000.00 from September 23, 2022, through September 23, 2023, upon submission of an invoice to the City of Jackson for payment.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH DENNIS BONDS TO SECURE HIS PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS.**

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

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

**WHEREAS**, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

**WHEREAS**, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Dennis Bonds where Mr. Bonds will conduct a solo musical performance for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson executes an agreement with We Marquee, LLC that will contain the following provisions:

1. **SCOPE OF SERVICES:** The Contractor will provide a 2.5-hour solo musical performance, as described services, to the City during the 2022 Community Arts Festival on Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **COST OF SERVICES:** As consideration for the performance of services of this Contract, the Contractor shall be paid a fee not to exceed \$100.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**WHEREAS,** advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS,** the total cost to the City of Jackson for all services rendered will not exceed \$100 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

**WHEREAS,** the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HERBY ORDERED** that the Mayor is authorized to enter into an agreement with Dennis Bonds to provide a solo musical performance for a total of 2.5-hour at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival and authorize payment in an amount not to exceed One Hundred Dollars and No Cents (\$100.00), to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.



Council Member Banks moved adoption; Council Member Lindsay seconded.

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH LYNDA MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND SEVENTY-FIVE DOLLARS.**

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

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

**WHEREAS**, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

**WHEREAS**, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Lynda Michelle Brassfield to perform songs and semi-instrumentals for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson executes an agreement with Lynda Michelle Brassfield that will contain the following provisions:

**SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the 2022 Community Arts Festival Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: performing songs and semi-instrumentals for a total of 2.5 hours.

**CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.

**CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,075.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

**APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

**APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

**AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the

appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

**NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

**ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and

all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**WHEREAS**, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$1,075.00, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HERBY ORDERED** that the Mayor is authorized to enter into an agreement with Lynda Michelle Brassfield to perform songs and semi-instrumentals for a total of 2.5 hours at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival, and authorizing payment in the amount not to exceed One Thousand Seventy-Five Dollars and No Cents (\$1,075.00), to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.

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

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**President Foote** recognized **Tangayika Hoover, Interim Deputy Director of Planning and Economic Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – **Stokes.**

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND AND THREE HUNDRED DOLLARS.**

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

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

**WHEREAS**, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

**WHEREAS**, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends the City of Jackson execute an agreement with Rafe Williams doing business as "The Experience Pro Sound & Lighting" to provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting trust with two bright moving heads at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the Mayor enter into an agreement with The Experience Pro Sound & Lighting that contains the following provisions:

**SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art to-wit: The Experience Pro Sound & Lightning. Will be providing DJ service for up to four hours, Speakers, Wireless microphones, Event Lighting, and Lightning trust with two bright moving heads.

**CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.

**CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1,300.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

**APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

**APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

**AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

**NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

**ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**WHEREAS,** advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS,** the total cost to the City of Jackson for all services rendered will not exceed \$1,300.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS,** the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HERBY ORDERED** that the Mayor is authorized to enter into an agreement with The Experience Pro Sound & Lighting to provide DJ services for up to four hours, speakers, wireless microphones, event lighting, and lighting truss with two bright moving heads at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival and authorizing a payment in an amount not to exceed One Thousand and Three Hundred Dollars, to highlight the City of Jackson's Creativity sector and to showcase opportunities within the City of Jackson.

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

**President Foote** recognized **Tangayika Hoover, Interim Deputy Director of Planning and Economic Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED AND FORTY-THREE DOLLARS AND EIGHTY-THREE CENTS (\$1,143.83) TO WE MARQUEE, LLC.**

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

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

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Mississippi Museum of Art for the Community Arts Festival on October 16, 2022, at 3:00 pm to be picked up at 9:00 pm during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, October 16, 2022, where the City will rent certain items, defined as Marquee Lights, and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for the 2022 Community Arts Festival, at the Mississippi Museum of Art on October 16, 2022.

**SECTION 2 - DETAILS OF EVENT INFORMATION**

The Event Date, October 16, 2022, is set forth and mutually agreed upon between the Parties. The charge of labor (considered "Installation") and pick up (considered "Retrieval") is agreed upon between the Parties.

**SECTION 3 - NOTICES**

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of the Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 4 - INSTALLATION**

We Marquee, LLC will begin Installation and Set-up, at the Mississippi Museum of Art, Sunday, October 16, at 3:00 p.m.

**SECTION 5 - RETRIEVAL**

Retrieval will be Sunday, October 16, at 9:00 p.m.

**SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC**

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount

of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of a special circumstance, at the discretion of We Marquee, LLC.

**SECTION 7- PAYMENT**

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$1,143.83.

Item	Quantity	Price	Total
6ft Marquee Light Rental	3	\$85.00	\$255.00
4ft Marquee Light Rental	4	\$55.00	\$220.00
Installation and Retrieval	1	\$99.00	\$99.00
Stacking Stand	2	\$50.00	\$100.00
Red Bulbs	7	\$10.00	\$70.00
Organic Balloon Garland	1	\$325.00	\$325.00
<b>SUBTOTAL</b>			\$1,069.00
<b>TAX</b>			\$74.83
<b>TOTAL</b>			\$1,143.83

**SECTION 8 - CANCELLATION POLICY**

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

**SECTION 9 - DAMAGE TO RENTAL ITEMS**

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

**SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE**

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills

or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

#### **SECTION 11 -LIMIT OF LIABILITY**

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

#### **SECTION 12 - 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 13 - 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 14 - PAYMENT**

The City shall pay the Vendor within 30 days but no later than 45 days of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

#### **SECTION 15 - RECORD KEEPING**

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

#### **SECTION 16 - AVAILABILITY OF FUNDS**

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

#### **SECTION 17 - PUBLIC RECORDS ACT**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**WHEREAS**, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as an amended; and



**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$1,143.83 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

**IT IS HERBY ORDERED** that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Mississippi Museum of Art on Sunday, October 16, 2022, at 3:00 p.m. to be picked up at 9:00 p.m. during the Community Arts Festival and authorizing payment in an amount not to exceed One Thousand One Hundred Forty-Three Dollars and Eighty-Three Cents (\$1,143.83), which is to be paid out the W.K. Kellogg Foundation Grant.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF ACCOUNTING CLERK I FROM 11 TO 18; ACCOUNTING CLERK II FROM 13 TO 20; ACCOUNTING TECHNICIAN FROM 17 TO 19; ACCOUNTANT I FROM 20 TO 22; ACCOUNTANT II FROM 21 TO 24; MAIL CLERK FROM 10 TO 13; BUYER FROM 17 TO 18; SENIOR BUYER FROM 19 TO 21; BUDGET ANALYST I FROM 20 TO 22; BUDGET ANALYST II FROM 21 TO 24; SENIOR BUDGET ANALYST FROM 23 TO 25; PAYROLL BENEFITS TECHNICIAN FROM 18 TO 19 FINANCE SUPERVISOR FROM 24 TO 25; ASSISTANT FINANCE MANAGER FROM 25 TO 30; FINANCE MANAGER FROM 29 TO 31; PURCHASING MANAGER FROM 26 TO 29.**

**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; and

**WHEREAS**, the Department of Administration requested that the Department of Human Resources conduct a salary survey on the classification of: Accounting Clerk I; Accounting Clerk II; Accounting Technician; Accountant I; Accountant II; Mail Clerk; Buyer; Senior Buyer; Budget Analyst I; Budget Analyst II; Senior Budget Analyst; Payroll Benefits Technician; Finance Supervisor; Assistant Finance Manager; Finance Manager; and Purchasing Manager; and

**WHEREAS**, a salary survey was conducted on the aforementioned classifications and inquires sent to: Baton Rouge, Louisiana, Savannah, Georgia and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position of the Accounting Clerk I was within the range of \$34,268.80-\$45,531.20; Accounting Clerk II was within the range of \$35,654.55-\$47,523.25; Accountant I was within the range of \$37,251.40-\$46,788.80; Accountant II was within the range of \$41,712.30-\$48,116.00; Accounting Technician was within the range of \$32,222.21-\$37,302.00; Mail Clerk was within the range of \$25,478.21-\$28,512.00; Buyer was within the range of \$31,751.00-\$35,247.02; Senior Buyer was within the range of \$36,776.23-\$47,743.96; Budget Analyst I was within the range of \$38,478.54-\$46,285.96; Budget Analyst II was within the range of \$43,915.63-\$49,702.94; Senior Budget Analyst was within the range of \$45,489.47-\$53,413.52; Payroll Benefits Technician was within the range of \$32,397.43-\$39,473.96; Finance Supervisor was within the range of \$42,710.96-\$48,471.36; Assistant Finance Manager was within the range of \$58,302.41-\$69,417.49; Finance Manager was within the range of \$61,457.32-\$78,213.17; Purchasing Manager was within the range of \$48,715.62-\$67,563.85; and

**WHEREAS**, it is recommended that the range established for the Accounting Clerk I be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Accounting Clerk II be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; Accountant I modified to range

22 with annual salary of \$34,698.44-\$41,797.64; Accountant II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Accounting Technician modified to range 19 with annual salary of \$30,272.70-\$36,404.94; Mail Clerk be modified to pay range 13 with annual salary of \$23,146.09-\$27,722.87; Buyer be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Senior Buyer be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; Budget Analyst I be modified to pay range of 22 with annual salary of \$34,698.44-\$41,797.64; Budget Analyst II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Senior Budget Analyst be modified to pay range 25 with annual salary of \$39,822.12-\$48,039.06; Payroll Benefits Technician be modified to pay range 19 with annual salary of \$28,935.61-\$34,777.02; Finance Supervisor be modified to a range 25 with annual salary of \$39,822.12-\$48,039.06; Assistant Finance Manager be modified to a range 30 with annual salary of \$50,217.78-\$60,707.46; Finance Manager be modified to a range 31 with annual salary of \$52,620.01-\$63,632.82; Purchasing Manager be modified to a range 29 with annual salary of \$47,931.06-\$51,919.92; and

**WHEREAS**, the Department of Administration 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 pay range of the Accounting Clerk I be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Accounting Clerk II be modified to range 20 with annual salary of \$31,676.39-\$38,116.58; Accountant I modified to range 22 with annual salary of \$34,698.44-\$41,797.64; Accountant II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Accounting Technician modified to range 19 with annual salary of \$30,272.70-\$36,404.94; Mail Clerk be modified to pay range 13 with annual salary of \$23,146.09-\$27,722.87; Buyer be modified to range 18 with annual salary of \$28,935.61-\$34,777.02; Senior Buyer be modified to pay range 21 with annual salary of \$33,150.08-\$39,911.70; Budget Analyst I be modified to pay range of 22 with annual salary of \$34,698.44-\$41,797.64; Budget Analyst II be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Senior Budget Analyst be modified to pay range 25 with annual salary of \$39,822.12-\$48,039.06; Payroll Benefits Technician be modified to pay range 19 with annual salary of \$28,935.61-\$34,777.02; Finance Supervisor be modified to a range 25 with annual salary of \$39,822.12-\$48,039.06; Assistant Finance Manager be modified to a range 30 with annual salary of \$50,217.78-\$60,707.46; Finance Manager be modified to a range 31 with annual salary of \$52,620.01-\$63,632.82; Purchasing Manager be modified to a range 29 with annual salary of \$47,931.06-\$51,919.92.

**IT IS FURTHER ORDERED** that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

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

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**President Foote** recognized **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

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

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**President Foote** recognized **Council Member Banks** who moved, seconded by **Council Member Hartley**, to suspend the rules to allow in-person public comments. The motion prevailed by the following vote:

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

The following individuals provided public comments during the meeting:

- **Quandarrius McCullon** who expressed concerns regarding JPD and their response to an incident.

\* \* \* \* \*

**ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BUILDING MAINTENANCE WORKER FROM RANGE 10 TO 17; ELECTRICIAN FROM RANGE 17 TO RANGE 23; GENERAL CRAFT APPRENTICE FROM RANGE 13 TO RANGE 17; MARKINGS TECHNICIAN FROM RANGE 12 TO RANGE 17; SIGN TECHNICIAN FROM RANGE 13 TO RANGE 17; MARKINGS SUPERVISOR FROM RANGE 19 TO 24; SIGN SHOP SUPERVISOR FROM RANGE 19 TO RANGE 24; SIGN INSTALLATION SUPERVISOR FROM RANGE 19 TO RANGE 24.**

**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; and

**WHEREAS**, the Department of Public Works requested that the Department of Human Resources conduct a salary survey on the classification of: Building Maintenance Worker; Electrician; General Craft Apprentice; Markings Technician; Sign Technician; Markings Supervisor; Sign Shop Supervisor; Sign Installation Supervisor; and

**WHEREAS**, salary survey was conducted on the aforementioned classifications and inquires sent to: Baton Rouge, Louisiana and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position of the Building Maintenance Worker was within the range of \$31,612.80-\$38,149.57; Electrician was within the range of \$39,125.55-\$50,458.32; General Craft Apprentice was within the range of \$31,148.71-\$38,423.87; Markings Technician was within the range of \$28,439.71-\$38,433.85; Sign Technician was within the range of \$29,176.42-\$38,816.41; Markings Supervisor was within the range of \$45,425.65-\$53,426.89; Sign Shop Supervisor was within the range of \$41,753.10-\$46,435.83; and Sign Installation Supervisor was within the range of \$42,423.71- \$46, 439.88; and

**WHEREAS**, it is recommended that the range established for the Building Maintenance Worker be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Electrician be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; General Apprentice modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Markings Technician be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Sign Technician modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Markings Supervisor be modified to pay range 24 with annual salary of \$38,029.93-\$45,857.40; Sign Shop Supervisor be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Sign Installation Supervisor be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; and

**WHEREAS**, the Department of Public Works 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 that Building Maintenance Worker be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Electrician be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; General Apprentice modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Markings Technician be modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Sign Technician modified to range 17 with annual salary of \$27,661.67-\$33,223.52; Markings Supervisor be modified to pay range 24 with annual salary of \$38,029.93-\$45,857.40; Sign Shop Supervisor be modified to range 24 with annual salary of \$38,029.93-\$45,857.40; Sign Installation Supervisor be modified to range 24 with annual salary of \$38,029.93-\$45,857.40.

**IT IS FURTHER ORDERED** that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

Vice President Lee moved adoption; Council Member Lindsay seconded.

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President Foote recognized Toya Martin, Director of Human Resources, who provided a brief overview of said item.

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

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

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**ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF BENEFITS ADMINISTRATOR FROM RANGE 23 TO 27; HUMAN RESOURCES OFFICER FROM RANGE 24 TO 27; BENEFITS TECHNICIAN FROM RANGE 17 TO 19; EQUAL EMPLOYMENT OPPORTUNITY OFFICER FROM RANGE 26 TO 27; HUMAN RESOURCES CLERK FROM RANGE 16 TO 19.**

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; and

WHEREAS, the Department of Human Resources conducted a salary survey on the classification of: Benefits Administrator; Human Resources Officer; Benefits Technician; Equal Employment Opportunity Officer; and Human Resources Clerk; and

WHEREAS, salary survey was conducted on the aforementioned classifications and inquires sent to: Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the Benefits Administrator was within the range of \$46,772.88-\$61,008.41; Human Resources Officer was within the range of \$48,426.52-\$63,196.14; Benefits Technician was within the range of \$31,148.21-\$38,435.87; Equal Opportunity was within the range of \$42,302.65-\$49,493.25; Human Resources Clerk was within the range of \$39,439.59-\$47,236.17; and

WHEREAS, it is recommended that the range established for the Benefits Administrator be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Human Resources Officer be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Benefits Technician modified to range 19 with annual salary of \$30,272.90-\$36,404.94; Equal Employment Opportunity Officer be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Human Resources Clerk modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

WHEREAS, the Department of Human Resources has 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 that Benefits Administrator be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Human Resources Officer be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Benefits Technician modified to range 19 with annual salary of \$30,272.90-\$36,404.94; Equal Employment Opportunity Officer be modified to range 27 with annual salary of \$43,678.69-\$52,738.24; Human Resources Clerk modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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**ORDER AMENDING THE AUGUST 30, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COLONIAL MART RETAIL, LLC TO PROVIDE RETAIL AND OFFICE SPACE FOR THE CITY OF JACKSON POLICE DEPARTMENT, PRECINCT 4 TO APPROVE AN ACQUISITION TO REFLECT LBD PROPERTIES LLC, AS THE NEW OWNER AND TO RATIFY AND AUTHORIZE PAYMENT TO LBD PROPERTIES LLC, FOR SERVICES RENDERED.**

**WHEREAS**, the City of Jackson Police Department currently leases retail and office space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

**WHEREAS**, on August 30, 2021, the governing authorities authorized the Mayor to execute an agreement with Colonial Mart Retail, LLC to provide rental space for the City of Jackson Police Department, Precinct 4; and

**WHEREAS**, on April 6, 2022, an Omnibus Assignment was executed between Colonial Mart Retail, LLC and LBD Properties, LLC; and

**WHEREAS**, the Order authorized by governing authorities on August 30, 2021, should be amended to reflect LBD Properties, LLC as the lessor; and

**WHEREAS**, the LBD Properties LLC, has provided retail and office space to the Jackson Police Department, Precinct 4 at the rate of four thousand two hundred eighty-nine dollars (\$4,289.00) a month from May 1, 2022 through September 1, 2022, totaling twenty-one thousand four hundred forty-five dollars (\$21,445.00); and

**WHEREAS**, in order to ensure the continued lease agreement, the Jackson Police Department is requesting that the retail and office space lease be ratified to reflect LBD Properties LLC, as the new property and authorize a payment not to exceed twenty- one thousand four hundred forty-five dollars (\$21,445.00), for May 1, 2022 through September 1, 2022.

**IT IS HEREBY ORDERED** that the August 30, 2021 Order which authorized the Mayor to execute a retail and office space lease agreement with Colonial Mart Retail, LLC, to provide rental space for the City of Jackson Police Department, Precinct 4 be amended to reflect LBD Properties LLC, as the lessor.

**IT IS FURTHER ORDERED** that the retail and office space lease agreement is ratified and payment made to LBD Properties LLC, Inc. for the services rendered from May 1, 2022 to September 1, 2022, at an amount not to exceed twenty-one thousand four hundred forty-five dollars.

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

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

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**ORDER AUTHORIZING THE CITY OF JACKSON TO ACCEPT PREMIUM PAY FROM THE STATE OF MISSISSIPPI TO IMPLEMENT HOUSE BILL 1427 TO PROVIDE FUNDS TO ELIGIBLE FIREFIGHTERS AS PREMIUM PAY.**

**WHEREAS**, House Bill 1427 (HB1427) was enacted on July 1, 2022, establishing the American Rescue Plan Act; and

**WHEREAS**, the American Rescue Plan Act directs the State Fiscal Officer to transfer fund out of the Coronavirus State Fiscal Recovery Fund to the special fund created by the American

Rescue Plan Act; to create the “Mississippi Law Enforcement and Fire Fighters Premium Pay Fund” as a special fund in the State Treasury to be administered by the Department of Public Safety for the purpose of providing funds to law enforcement officers and fire fighters as premium pay for their efforts during COVID-19 and for related purposes; and

**WHEREAS**, American Rescue Plan Act funds are specifically targeted toward assisting with premium pay for law enforcement officers and fire fighters in the State of Mississippi; and

**WHEREAS**, funds provided in the American Rescue Plan Act provide premium pay to all eligible law enforcement officers and fire fighters for their heightened risk during the on- going federal COVID-19 health emergency; and

**WHEREAS**, the fund shall be maintained by the State Treasurer as a separate and special fund, separate and apart from the General Fund of the state and monies shall be disbursed by the Department of Public Safety; and

**WHEREAS**, eligible individuals must be certified full-time and part-time law enforcement officers and certified full-time and part-time fire fighters who are currently serving in the state of Mississippi as of July 1, 2022; and

**WHEREAS**, Captains and Lieutenants who currently receive premium pay from the American Rescue Plan Act funds in their bi-weekly pay are not eligible to receive funds from HB1427; and

**WHEREAS**, Captains and Lieutenants who do not currently receive premium pay from the American Rescue Plan Act funds in their bi-weekly pay may be eligible to receive funds from HB1427; and

**WHEREAS**, per the Grants Administrator with the Department of Public Safety, all City of Jackson certified fire fighters who received the Coronavirus Aid funds on May 9, 2020 in the amount of six hundred dollars (\$600.00) may only be eligible to receive four hundred dollars (\$400.00) of the one thousand dollars (\$1000.00) approved by HB1427; and

**WHEREAS**, each department must provide the Department of Public Safety, with a list of all eligible recipients in their fire department, along with a signed affidavit from the department and each eligible recipient certifying their acceptance of the terms and conditions for receiving premium pay; and

**WHEREAS**, all eligible recipients are required to participate in a COVID-19 training course and provide the Department of Public Safety with a certificate of completion; and

**WHEREAS**, all records pertaining to premium pay must be kept by the department for a minimum of four years and will be subject to audit from the Mississippi Office of the State Auditor and/or federal auditors.

**IT IS HEREBY ORDERED** that the Mayor be authorized to accept funds from the state of Mississippi to implement House Bill 1427 for all eligible certified fire fighters.

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

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

Nays – None.

Absent – Stokes.

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**ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM MORRIS & MCDANIEL, INC AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$5,000.00.**

**WHEREAS**, City of Jackson Fire Department requires pre-employment testing and psychological evaluations for all potential recruits, and

**WHEREAS**, Morris & McDaniel has provided said services for the City of Jackson Fire Department; and

**WHEREAS**, past charges incurred on November 19, 2021, December 14, 2021, and January 11, 2022 for services rendered by Morris & McDaniel are Five Thousand Dollars (\$5,000.00), and

**WHEREAS**, the last executed contract with Morris & McDaniel was dated June 1, 2018, and terminated upon final payment by the City of Jackson after the receipt of the validation reports from consultant; and

**WHEREAS**, the City of Jackson Fire Department stated there was not active contract at the time said services were rendered; 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; and

**WHEREAS**, it is in the best interest of public health, safety, and welfare of the citizens and visitors of Jackson for the Mayor to approve this ratification to continue a working relationship with said vendor which will aid in keeping the department properly staffed.

**IT IS HEREBY ORDERED** that the past services received from Morris & McDaniel, Inc be ratified and authorized to be paid from account 001.441.20.6419 in the amount not to exceed five thousand dollars (\$5,000.00).

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PARK GOLF INCORPORATED, AND LIFE ENHANCEMENT AND ACHIEVEMENT PROGRAM DOING BUSINESS AS FIRST TEE- CENTRAL MISSISSIPPI.**

**WHEREAS**, Park Golf Incorporated is a non-profit corporation organized under the laws of the State of Florida on or about February 19, 2021 pursuant to document number N21000001982 on file with the Florida Secretary of State; and

**WHEREAS**, Park Golf Incorporated has a principal address of 105 Spring Tide Way, Ponte Vedra Florida 32081; and

**WHEREAS**, the registered agent for Park Golf Incorporated is PBYA Corporate Services LLC, 200 S. Andrews Avenue, St. 600, Fort Lauderdale Florida 33301; and

**WHEREAS**, Life Enhancement and Achievement Program (LEAP) is a Mississippi non-profit corporation created in April 2017 that does business as The First Tee of Central Mississippi; and

**WHEREAS**, the registered agent for Life Enhancement and Achievement Program which does business as The First Tee of Central Mississippi is Elliot Flaggs, 125 Millhouse Drive, Vicksburg MS 39110; and

**WHEREAS**, the City of Jackson owns *undeveloped* public property located at 5055 Old Canton Road Jackson, Mississippi in proximity to Parham Bridges Park; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

**WHEREAS**, Section 21-37-3 of the Mississippi Code vests in the governing authority full jurisdiction in matter of parks, including opening, laying out, and constructing same; and

**WHEREAS**, LEAP which does business as First Tee Central Mississippi is a youth development organization striving to develop character, confidence, and resilience in youth through a curriculum which incorporates golfing activities; and

**WHEREAS**, Park Golf Incorporated and Life Enhancement and Achievement Program approached the City of Jackson's Director of Parks and Recreation on the feasibility of clearing and developing the public property, which is located in proximity to the Parham Bridges Park playground area; and

**WHEREAS**, the Director of the Department of Parks and Recreation believes that the best interest of the City of Jackson, particularly its youthful citizens would be served by supporting the First Tee effort; and

**WHEREAS**, Park Golf Incorporated, LEAP and the First Tee leadership along with the Parks and Recreation Director have reached an understanding of the roles each will play in exploring the feasibility of developing the undeveloped public property; and

**WHEREAS**, the understanding is memorialized in a Memorandum of Understanding and contains the following provisions:

The purpose of this MOU is to define the roles of the parties related to creating a space for golf related activities on *undeveloped* public property located in proximity to Parham Bridges Park, in the City of Jackson, Mississippi.

The MOU defines only the roles of the parties related to the initial planning and development for the creation of the space and is not intended to have contractual and binding effect.

**I. ROLE OF THE PARTIES**

*Park Golf*

- Leads design related to the creation of a space which may be used for golf related activities on undeveloped public property located in proximity to Parham Bridges Park;
- Identifies sources of funding for the design, construction, and sourcing of the vendors, materials, supplies and maintenance of same;
- Communicates with First Tee-Central Mississippi and the City of Jackson on the status of the design, construction, and sourcing of vendors, materials, and supplies and efforts to secure funding;

**First Tee – Central Mississippi**

Supports facility development with local management and resources;

*City of Jackson*



- Grants Park Golf access to the undeveloped public property for the purpose of designing the space;
- Provide information regarding the securing of necessary permits;
- Reviews site plans and provides feedback to ensure that public works including water, sewer, utilities, and easements are adequately protected;

*Mutual understandings*

No construction will occur on the undeveloped public space until such time that the parties have entered into an agreement related to the control and ownership of any improvements and use of same as a public facility. Clearing of the undeveloped space to allow access for creating designs, determining the status of water, sewer, utilities, and easements is permitted and is not considered construction.

Each party will provide personnel and resources sufficient to fulfill the roles identified and will not seek compensation or payment of any item of value in exchange for same.

**IT IS HEREBY ORDERED**, that the Mayor be authorized to execute a Memorandum of Understanding with Park Golf Incorporated and Life Enhancement Program doing business as First Tee.

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

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

Nays – None.

Absent – Stokes.

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There came on for consideration Agenda Item No. 23:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MITCHELL STEWART FOR THE USE AND SPONSORING OF THE JACKSON ZOO PREMISES FOR THE BLUES AT THE ZOO EVENT TO BE HELD ON OCTOBER 1, 2022.** Said item was pulled by the Administration.

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**ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) TO VARIOUS ORGANIZATIONS TO ADVERTISE AND PUBLICLY PROMOTE THE JACKSON BICENTENNIAL AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS ORGANIZATIONS RECEIVING SAID FUNDS.**

**WHEREAS**, Section 17-3-1 of the Mississippi Code authorizes any municipality in the State of Mississippi to expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

**WHEREAS**, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards, will be helpful toward advancing the moral, financial, and other interests of the municipality; and

**WHEREAS**, the governing authorities for the City of Jackson allocated monies in its budget for the 2021-2022 fiscal year to be expended to celebrate the City of Jackson's 200th birthday; and

**WHEREAS**, on August 10, 2022, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from potential organizations to promote a project or event that will benefit communities within the City of Jackson and garner awareness of the Jackson Bicentennial; and

WHEREAS, the allotted time to perform the event or project is from September 1, 2022, through December 31, 2022; and

WHEREAS, the monies will only be awarded to an organization that submitted a response that meets the Request for Proposal for Bicentennial Jackson Events' specifications; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the funds in accordance with the Request for Proposal for Bicentennial Jackson Events and the Department of Human and Cultural Services recommends that the budgeted funds be awarded to the following organizations to celebrate and promote the Jackson Bicentennial:

Arts and Community Grants

1	Green Grass Acres James Ridgley Jr. 534 S Farish St. Jackson, MS 39201	\$2,500
2	Brookhallow Place Neighborhood Association Lee Unger P.O. Box 8583 Jackson, MS 39284	\$2,500
3	Jayne Avenue Neighborhood Association Zakiya Summers P.O. Box 3406 Jackson, MS 39207	\$2,500
4	Vibe Studio-The Mashup: Artist Exhibition and Mixer Alexis Noble 811 Foley St. Suite J Jackson MS 39202	\$2,500
5	A Seat at the Table Donyale Walls 5324 Jamaica Dr. Jackson, MS 39211	\$2,500
	Total	\$12,500

WHEREAS, the contribution of Two Thousand Five Hundred Dollars (\$2,500.00) to the above-referenced organizations will advance the municipality's moral, financial, and other interests and promote the City of Jackson as a venue for expositions and public entertainment.

THEREFORE, IT IS ORDERED that the sum of Two Thousand Five Hundred Dollars (\$2,500.00) shall be contributed to the above-referenced organizations for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality.

IT IS FURTHER ORDERED that the contribution may be taken from Account # 047-40810-6812 in an amount not to exceed \$12,500.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into a Memorandum of Understanding with the above-referenced organizations to effectuate the purpose of this Order.

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – Stokes.

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**ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET.**

**WHEREAS**, the City of Jackson's Russell C. Davis Planetarium held its 2022 Summer STEAM Camp program from July 11, 2022, through July 29, 2022; and

**WHEREAS**, the Department of Human and Cultural Services seeks to fund the camp from its annual budget; and

**WHEREAS**, the Department of Human and Cultural Services recommends revising the Fiscal Year 2021 budget by moving funds to the appropriate account to cover the cost of Tangent Solution's professional services in the amount of Nine Thousand Six Hundred and Forty-Five dollars (\$9,645.00); and

**WHEREAS**, the following funds will be revised: Account Number 001-40810-6218, 001-40810-6240, 001-40810-6299, 001-40810-6311, 001-40810-6312, 001-48010-6314, 001-40810-6315, 001-40810-6316, 001-40810-6317, 001-40810-6443, 001-40810-6421, 001-40810-6422, and 001-40810-6514.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2021 budget be revised in the amount of \$9,615 as follows:

<b>TO/FROM</b>	<b>FUNDS/ACCOUNT NUMBER</b>	<b>AMOUNT</b>
From:	001-40810-6218	\$800.00
To:	001-40810-6419	\$800.00
AND		
From:	001-40810-6240	\$1,126.00
To:	001-40810-6419	\$1,126.00
AND		
From:	001-40810-6299	\$1,296.00
To:	001-40810-6419	\$1,296.00
AND		
From:	001-40810-6311	\$500.00
To:	001-40810-6419	\$500.00
AND		
From:	001-40810-6312	\$500.00
To:	001-40810-6419	\$500.00
AND		
From:	001-40810-6314	\$200.00
To:	001-40810-6419	\$200.00
AND		
From:	001-40810-6315	\$800.00
To:	001-40810-6419	\$800.00
AND		
From:	001-40810-6316	\$286.00
To:	001-40810-6419	\$286.00
AND		

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 27, 2022 10:00 A.M.**

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From:	001-40810-6317	\$2,159.00
To:	001-40810-6419	\$2,159.00

AND

From:	001-40810-6443	\$300.00
To:	001-40810-6419	\$300.00

AND

From:	001-40810-6421	\$1,000.00
To:	001-40810-6419	\$1,000.00

AND

From:	001-40810-6422	\$500.00
To:	001-40810-6419	\$500.00

AND

From:	001-40810-6514	\$148.00
To:	001-40810-6419	\$148.00

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

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**President Foote** recognized **David Lewis, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

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**AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING, AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING, AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME , INCLUDING FUNDING CAPITALIZED INTEREST, IF AVAILABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE**

**PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**

**WHEREAS**, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing (all together the "**Project**"); and

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

**WHEREAS**, the Project is in accordance with and in furtherance of the provisions of the Act; and

**WHEREAS**, the Governing Body declared its initial intent on behalf of the Project pursuant to a prior intent resolution (the "**Prior Intent Resolution**") adopted on August 3, 2021 and amends and restates the Prior Intent Resolution by and through this amended and restated intent resolution (the "**Amended and Restated Intent Resolution**"). Pursuant to this Amended and Restated Intent Resolution, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City, in one or more series, pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**Bonds**"), (b) a general obligation bond of the City to be sold to the Bank, in one or more series, in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**City Bond**"), and/or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "**Loan**"); and

**WHEREAS**, as of September 1, 2022, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was \$1,284,982,350, and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of \$105,410,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$105,410,000; and

**WHEREAS**, the Bonds, the City Bond and/or the Loan, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the City Bond, or entering into the Loan, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

**WHEREAS**, there has been no increase in said bonded and floating general obligation indebtedness of the City since September 1, 2022; and

**WHEREAS**, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond and/or by entering into the Loan; all in accordance with the City Bond Act and/or the Bank Act; and

**WHEREAS**, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond or the Loan in anticipation of the issuance of the Bonds, the City Bond or the Loan is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**") and is effective as of the date of the adoption of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth; and

**WHEREAS**, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act employ Butler Snow LLP to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein; and

**WHEREAS**, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

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

**SECTION 1.** The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, and/or the City Bond to the Bank, in one or more series, in the total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and/or (b) enter into the Loan with the Bank to borrow money from the Bank, all in total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000).

**SECTION 2.** The Bonds and/or the City Bond will be issued and/or the Loan will be entered into to raise money for the purpose of financing the Project, as authorized by the City Bond Act and the Bank Act.

**SECTION 3.** The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

**SECTION 4.** The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 219 S. President, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on November 8, 2022, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk of the City (the "**City Clerk**") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before 10:00 o'clock a.m. on November 8, 2022, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after November 8, 2022.

**SECTION 5.** In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, both newspapers published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

**SECTION 6.** The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

**SECTION 7.** Through its Prior Intent Resolution, the City declared on August 3, 2021 its initial intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of the adoption of the Prior Intent Resolution on August 3, 2021. This declaration of intent to reimburse expenditures made prior to the issuance of the Bonds, the City Bond and/or the Loan in anticipation of the issuance of the Bonds, the City Bond and/or the Loan is made pursuant to the Reimbursement Regulations and is effective as of the date of the Prior Intent Resolution. The Project for which such expenditures are made is the same as described herein. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000).

**SECTION 8.** Butler Snow LLP is hereby engaged to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

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

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

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**President Foote** recognized **Former Mayor, Kane Ditto**, who provided a brief overview of said item.

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**President Foote** recognized **David Lewis, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Hartley.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG 360 TO HOST THE CITY OF JACKSON'S "FUND YOUR FUTURE: GRANTS, LOANS & ACCESS TO CAPITAL" EVENT ON SEPTEMBER 29, 2022.**

**WHEREAS**, the City of Jackson, Department of Planning and Development, Office of Economic Development, desires to use the Jackson Convention Complex to host City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event; and

**WHEREAS**, the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event will afford Jackson business owners the opportunity to learn about the

incentives the City of Jackson, Department of Planning and Development, Office of Economic Development provides to aid in the growth of local businesses through increase business capacity; and

**WHEREAS**, the Jackson Convention Complex/OVG 360 has agreed to waive the facility rental fees for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event on September 29, 2022; and

**WHEREAS**, during the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event, the City of Jackson, Department of Planning and Development, Office of Economic Development is responsible for the security fee in an amount not to exceed two hundred dollars (\$200.00) and the audio-visual fee in an amount not to exceed six hundred sixty dollars (\$660.00).

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex/OVG 360 to host the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" on September 29, 2022.

**IT IS FURTHER ORDERED** that the City of Jackson, Department of Planning and Development, Office of Economic Development is authorized to pay an amount not to exceed eight hundred sixty dollars (\$860.00) for the security fee and the audio-visual fee for the City of Jackson's "Fund Your Future: GRANTS, LOANS & ACCESS TO CAPITAL" event.

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

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**President Foote** recognized **Tangayika Hoover, Interim Deputy Director of Economic Development**, who provided a brief overview of said item.

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

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

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**ORDER RATIFYING TASK ORDER 2 TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES AND AUTHORIZING PAYMENT FOR SERVICES RENDERED AND INVOICED THROUGH JULY 2022.**

**WHEREAS**, the City of Jackson Department of Public Works requires program management services to assist with meeting the requirements of the City's Clean Water Act Consent Decree with the United States of American and the state of Mississippi; and

**WHEREAS**, the Department of Public Works requested WEI/AJA, LLC, whose principal office address is 143 A LeFleurs Square, Jackson, MS 39211, to provide a proposal for general engineering services to assist the City of Jackson with Consent Decree Program Management Services; and

**WHEREAS**, initial term of the contract is for four years, with two, two-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

**WHEREAS**, work under the contract will proceed based on a series of Task Orders negotiated by the parties; and

**WHEREAS**, WEI/AJA, LLC submitted a proposal for services and corresponding budget for Task Order 2 for consent decree program management services in an amount not to exceed \$2,713,090.00 that was intended to provide funding for the services for fiscal year 2022, beginning October 1, 2021 and ending September 30, 2022; and



**WHEREAS**, due to the uncertain financial condition of the Water-Sewer Utility during Fiscal Year 2022, there were no funds budgeted for Consent Decree Program Management; and

**WHEREAS**, WEI/AJA, LLC, under the terms of their contract, continued providing services throughout Fiscal Year 2022, which were necessary for the City's continued efforts at compliance with its Clean Water Act Consent Decree; and

**WHEREAS**, the City has now identified funds that are available to pay for the services provided by WEI/AJA during Fiscal Year 2022; and

**WHEREAS**, the Department of Public Works recommends the governing authorities ratify work performed throughout Fiscal Year 2022 under the proposed Task Order 2 with WEI/AJA, LLC, as the services were necessary and were performed or will be performed during the remainder of Fiscal Year 2022.

**IT IS, THEREFORE, ORDERED** that Task Order 2, under the existing General Engineering Services Agreement for Consent Decree Program Management Services, in an amount not to exceed \$2,210,340.00, which reflects services performed or to be performed during FY 2022, which began October 1, 2021 and will continue through September 30, 2022 is hereby ratified.

**IT IS FURTHER ORDERED** that payment in the amount of \$1,768,597.94 is authorized for services rendered and invoiced through July 2022, as shown in the invoices attached to this Order.

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

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**President Foote** recognized **Robert Lee, Interim City Engineer** and **Terry Williams, Legal Counsel**, who provided a brief overview of said item.

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

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

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**ORDER AUTHORIZING A CONTRACT WITH CSL SERVICES, INC. TO PROVIDE FLOW MONITORING SERVICES FOR THREE YEARS FOR THE WEST BANK INTERCEPTOR FLOW MONITORING PROJECT, CITY PROJECT NO. 13B0500.**

**WHEREAS**, the City of Jackson previously contracted with CSL Services, Inc. to install flow monitors on the West Bank Interceptor to meet requirements of the Consent Decree; and

**WHEREAS**, the Department of Public Works continues to need flow monitoring on the West Bank Interceptor to provide data used to locate issues with inflow into the West Bank Interceptor during periods when the river stage of the Pearl River is above approximately twenty (20) feet; and

**WHEREAS**, the Department of Public Works continues to need flow monitoring on the West Bank Interceptor to accurately allocate the cost of rehabilitation of the West Bank Interceptor to the City's customers in Madison County; and

**WHEREAS**, the Department of Public Works will continue to need flow monitoring on the West Bank Interceptor to determine the effectiveness of future West Bank Interceptor and wastewater collection system rehabilitation projects required under the City's Clean Water Act Consent Decree; and

WHEREAS, CSL has proposed to provide flow monitoring services to the City at the following costs for the next three years:

Item	Description	Units	Quantity	Unit Price	Line Total
<b>YEAR 9</b>					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$486.00	\$174,960.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$114.00	\$5,472.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$568.00	\$6,816.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$197,248.00</b>
<b>YEAR 10</b>					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$486.00	\$174,960.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$114.00	\$5,472.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$568.00	\$6,816.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$197,248.00</b>
<b>Year 11</b>					
1	Meter Administration & Maintenance (30 meters for 12 months)	Meter Months	360	\$505.00	\$181,800.00
2	Rain Gauge Administration & Maintenance (4 gauges for 12 months)	Gauge Months	48	\$119.00	\$5,712.00
3	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$591.00	\$7,092.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$204,604.00</b>

; and

WHEREAS, the Public Works Department recommends that the governing authorities authorize a three-year contract with CSL Services, Inc. to provide flow monitoring services for the West Bank Interceptor Flow Monitoring Project, City Project No. 13B0500.

IT IS, THEREFORE, ORDERED that a contract with CSL Services, Inc. for a three-year period beginning October 1, 2022 in accordance with the terms set forth above is authorized.

Council Member Banks moved adoption; Council Member Banks seconded.

President Foote recognized Robert Lee, Interim City Engineer and Terry Williams, Legal Counsel, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

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**ORDER RATIFYING TASK ORDER 2A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES.**

WHEREAS, the City of Jackson Department of Public Works is currently in the process of negotiating a modification to its existing Clean Water Act Consent Decree with the United States and the state of Mississippi; and

WHEREAS, for four years Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) served as the City’s Consent Decree Program Manager, which included providing support and associated services for negotiations with the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to modify the City’s Clean Water Act Consent Decree; and

**WHEREAS**, the Department of Public Works requested Burns & McDonnell, whose principal office address is 9400 Ward Parkway, Kansas City, Missouri 64114, to provide a proposal for general engineering services to assist the City of Jackson with consent decree modification support and associated services; and

**WHEREAS**, the initial term of the contract is for two years, with two, one-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

**WHEREAS**, work under the contract is proceeding based on a series of Task Orders negotiated by the parties; and

**WHEREAS**, due to limited sources of funding at the time, Burns & McDonnell submitted a proposal for services and corresponding budget for Task Order 2A for consent decree modification support and associated services in an amount not to exceed \$186,000.00 that was intended to provide funding for the services for a period of six (6) months through the first half of Fiscal Year 2022; and

**WHEREAS**, due to the uncertain financial condition of the Water-Sewer Utility, no funding was included in the Fiscal Year 2022 budget for Consent Decree Program Management; and

**WHEREAS**, Burns & McDonnell was able to continue using the funding under Task Order 1B to continue providing services through January 2022 and continued providing limited services under the existing General Engineering Services Agreement for Consent Decree Modification Support and Associated Services through the remainder of Fiscal Year; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson ratify Task Order 2A with Burns & McDonnell in an amount not to exceed \$75,657.04 for services provided for consent decree modification support and associated services for the City's Clean Water Act Consent Decree.

**IT IS, THEREFORE, ORDERED** that Task Order 2A in an amount not to exceed \$75,657.04, which is intended to provide funding for the services provided during Fiscal Year 2022 ending September 30, 2022 is hereby ratified.

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

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

Nays – None.

Absent – Stokes.

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**ORDER ACCEPTING PROPOSAL OF THE HANOVER INSURANCE GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE VACANT DILLARD'S PROPERTY 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 vacant Dillard's property located at 1301 Metrocenter Drive; and

**WHEREAS**, Fisher Brown Bottrell Insurance Company advised that The Hanover Insurance Group 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 \$54,814.41.

**IT IS HEREBY ORDERED** that the proposal of The Hanover Insurance Group 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 \$54,814.41 for the period August 15, 2022 to August 15, 2023 be accepted.

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

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

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**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN CARROLL RHODES AND LINDA RHODES V. CITY OF JACKSON, MISSISSIPPI, CAUSE NO.: 21-182, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.**

**WHEREAS**, on April 1, 2021, a Complaint was filed naming the City of Jackson, Mississippi, as a Defendant, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 21-182; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

**WHEREAS**, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Carroll Rhodes and Linda Rhodes v. City of Jackson, Mississippi, Cause No.: 21-182*; to execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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

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

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

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

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

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 27, 2022 10:00 A.M.**

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

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There came on for consideration Agenda Item No. 34:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY.** **President Foote** stated that said item would be tabled due to the absence of **Council Member Stokes**.

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There came on for consideration Agenda Item No. 35:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE INTERSECTION OF PALMYRA STREET AND MONUMENT STREET.** **President Foote** stated that said item would be tabled due to the absence of **Council Member Stokes**.

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There came on for consideration Agenda Item No. 36:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF THE WATER CRISIS.** **President Foote** stated that said item would be tabled due to the absence of **Council Member Stokes**.

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There came on for consideration Agenda Item No. 37:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON**

**CITY COUNCIL.** President Foote stated that said item would be tabled due to the absence of Council Member Stokes.

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**ORDER AUTHORIZING A BILLING METER MAINTENANCE AND REPORTING SERVICES CONTRACT FOR REGIONAL CUSTOMERS, AND CERTAIN METERED SEWER CUSTOMERS WITH CSL SERVICES, INC.**

**WHEREAS**, the City of Jackson provides sewage transportation and treatment for customers outside the City of Jackson through contracts with the City of Ridgeland, Mississippi, the City of Byram, and Premium Water; and

**WHEREAS**, the BASF facility on McDowell Road in the City of Jackson primarily uses well water for its industrial operations and has a flow meter for metering and billing BASF's sewer usage; and

**WHEREAS**, City must operate and maintain flow meters at the BASF facility and at eleven other locations to meter the sewage being transported and treated under the contracts with the City of Ridgeland, the City of Byram, and Premium Water; and

**WHEREAS**, CSL Services, Inc. has been providing billing meter maintenance and reporting services to the City for the past three years, which have been of high-quality; and

**WHEREAS**, CSL Services, Inc. has submitted a proposal to continue providing billing maintenance and reporting services for a three-year period as follows:

Item	Description	Units	Quantity	Unit Price	Line Total
<b>YEAR 7</b>					
1	Meter Administration & Maintenance (12 meters for 12 months)	Meter Months	144	\$442.00	\$63,648.00
2	Analysis & Reporting of Meters	Months	12	\$568.00	\$6,816.00
3	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
					<b>TOTAL</b>
					<b>\$80,464.00</b>
Item	Description	Units	Quantity	Unit Price	Line Total
<b>YEAR 8</b>					
1	Meter Administration & Maintenance (12 meters for 12 months)	Meter Months	144	\$442.00	\$63,648.00
23	Analysis & Reporting of Meters	Months	12	\$568.00	\$6,816.00
4	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
					<b>TOTAL</b>
					<b>\$80,464.00</b>
Item	Description	Units	Quantity	Unit Price	Line Total
<b>YEAR 9</b>					
1	Meter Administration & Maintenance (12 meters for 12 months)	Meter Months	144	\$460.00	\$66,240.00
2	Analysis & Reporting of Meters & Rain Gauges	Months	12	\$591.00	\$7,092.00
3	Contingency Allowance	LS	1	\$10,000.00	\$10,000.00
					<b>TOTAL</b>
					<b>\$83,332.00</b>

; and

**WHEREAS**, CSL Services, Inc. will provide billing data on a monthly basis to the City of Jackson to be used for the purpose of billing its sewer only and regional sewer customers; and

**WHEREAS**, the Water-Sewer Engineering Division of the Department of Public Works recommends authorizing a three-year contract CSL Services, Inc. under the terms set forth above.

**IT IS, THEREFORE, ORDERED** that a contract CSL Services, Inc. for billing meter operation & maintenance, and reporting services for a three-year period beginning October 1, 2022 in accordance with the above terms is authorized.

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

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

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There came on for Discussion, Agenda Item No. 39:

**DISCUSSION: DAYCARE CHILDCARE PROGRAM:** **President Foote** recognized **Council Member Hartley**, who expressed concerns about the city’s childcare program and posed questions concerning the next steps that needed to be taken. **President Foote** then recognized **Mayor Chokwe Antar Lumumba**, who provided information on the future of the Child Care facilities.

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There came on for Discussion, Agenda Item No. 40:

**DISCUSSION: RECYCLING PLASTIC BOTTLES:** **President Foote** recognized **Council Member Hartley**, who expressed concerns about recycling the plastic bottles used by the citizens during the water emergency. **President Foote** then recognized **Mayor Chokwe Antar Lumumba**, who provided information on how to recycling the water bottle within the City of Jackson.

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There came on for Discussion, Agenda Item No. 41:

**DISCUSSION: UPDATE BAILEY AVENUE BRIDGE; BAILEY AVE. AND MAYES ST. INTERSECTION:** **President Foote** stated that said item would be tabled due to the absence of **Council Member Stokes**.

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There came on for Discussion, Agenda Item No. 42:

**DISCUSSION: BULLYING:** **President Foote** stated that said item would be tabled due to the absence of **Council Member Stokes**.

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

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

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There came on for Discussion, Agenda Item No. 44:

**DISCUSSION: POTENTIAL LITIGATION:** Said item was pulled by **President Foote**.

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There came on for Discussion, Agenda Item No. 45:

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

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The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
  - WSBA-You can now link your Digital Self-Serve account using your zip code instead of your Social Security Number. Create Your Account: Login at [www.dss-coj.opower.com/days/login](http://www.dss-coj.opower.com/days/login)
  - You can now complete your Special Events Permit Application online at [www.jackson.ms.gov](http://www.jackson.ms.gov)
  - Contact information for Richards Disposal- 769-333-4222 or [CSRJM@richardsdisposal.com](mailto:CSRJM@richardsdisposal.com)
  - Please sign up for CodeRed Emergency alerts @ [www.jacksonms.gov](http://www.jacksonms.gov)
  - Please Dial 3-1-1 for non-emergency City services.
  - Community Town Hall Meeting (today)Tuesday, September 27, 2022 at 6:00pm New Jerusalem Church (South Campus)1285 Raymond Rd., Jackson, MS 39204
  - City of Jackson’s Job Fair Career Expo 2022 Jackson Medical Mall Wednesday, October 5, 2022 from 10 a.m. – 2 p.m. 350 W Woodrow Wilson Ave. Jackson, MS 39213
  - Roll Off Dumpster Day Saturday, October 8, 2022 Location TBA
  - Jobs for Jacksonians Workforce Development Summit Jackson State University (E-Center) Thursday, October 20, 2022 1230 Raymond Rd., Jackson, MS 3920

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on September 28, 2022. At 11:30 p.m., the Council stood adjourned.

**PREPARED BY:**

*Shanekia Mercedes Gendron*  
CLERK OF COUNCIL

**APPROVED:**

*Chokwe Antar Lumumba*, 10/25/2022  
COUNCIL PRESIDENT DATE

*Chokwe Antar Lumumba*  
MAYOR

**ATTEST:**

*Angela Harris*  
CITY CLERK

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