

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 13, 2022 10:00 A.M.

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on September 13, 2022, being the second 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

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

The invocation was offered by **Bishop Robert N. Fortson, Sr.** of Greater Bethlehem Temple Church.

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

APPROVAL OF THE AUGUST 15, 2022 REGULAR ZONING COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE AUGUST 16, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE AUGUST 17, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY
IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH,
SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE
MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD
August 9, 2022 FOR THE FOLLOWING CASES:**

22-770	22-771	22-715	22-768	21-818	21-685	21-928
22-959	22-985	22-987	21-1306	22-967	21-408	21-742
21-409	22-931	22-1213	21-669	21-1880	21-1175	21-1540
21-1624	21-1095	21-1160	21-1818	21-1846		

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 mailing and posting notice of the hearing; and

WHEREAS, hearings were held on August 9, 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 #22-770: Parcel #606-278** located at 2932 Englewood Blvd: 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.

- 2) **Case #22-771 Parcel #606-280** located at 2944 Englewood Blvd: 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 \$1000.00. 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.

- 3) **Case #22-715: Parcel #606-262** located at 2908 Englewood Blvd: After hearing testimony from owner(s) Luther H Baldrige Jr, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty days (30) until September 8, 2022 to enter into repair agreement. 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.

- 4) **Case #22-768: Parcel #606-263** located at 2914 Englewood Blvd: 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.

- 5) **Case #21-818: Parcel #423-38-2** located at 3150 Tougaloo Street: After hearing testimony from owner(s) Kenneth Gates, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty days (30) until September 08, 2022 to enter into repair agreement. 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: 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.

- 6) **Case #21-685 Parcel #98-129** located at 1804 Bailey 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 #21-928: Parcel #98-130** located at 1800 Bailey 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: 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.

- 8) **Case #22-959: Parcel #409-832** located at 2125 Utah 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 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.

- 9) **Case #22-985: Parcel #642-462** located at 359 Queen Alexandria 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.

- 10) **Case #22-987 Parcel #642-455** located at 317 Queen Alexandria 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.

- 11) **Case #21-1306: Parcel #642-197** located at 207 Queen Anne 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 2

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.

- 12) **Case #22-967: Parcel #642-491** located at 5344 Queen Eleanor Lane: After hearing testimony from owner(s) Charles English, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty days (30) until September 08, 2022 to enter into repair agreement. 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.

- 13) **Case #21-408: Parcel #410-188** located at 3838 SLAYTON 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 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.

- 14) **Case #21-742 Parcel #410-158** located at 3806 Gammill 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: 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.

- 15) **Case #21-409: Parcel #410-215** located at 3839 Slayton 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 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.

- 16) **Case #22-931: Parcel #410-184** located at 3826 Slayton 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 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.

- 17) **Case #22-1213: Parcel #721-303** located at 319 Post Oak Road No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 18) **Case #21-669: Parcel #820-64** located at 1658 Reddix 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 4

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 #21-1880: Parcel #128-78** located at 2404 Brandon Avenue: After hearing testimony from owner(s) James Naylor III, 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 10, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 20) **Case #21-1175: Parcel #128-206** located at 922 Claiborne Avenue: After hearing testimony from owner(s) Lance Felton, 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 10, 2022 to enter into repair agreement. 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

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 #21-1540: Parcel #162-171** located at 1603 Morehouse: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 22) **Case #21-1624: Parcel #119-437** located at 140 Beverly 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 \$1000.00. Ward 4

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.

- 23) **Case #21-1095 Parcel #820-129** located at 1649 Reddix Street: After hearing testimony from owner(s) Henry & Maggie Amos, 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 10, 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

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.

24) **Case #21-1160 Parcel #162-50** located at 1332 Florence 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 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.

25) **Case #21-1818 Parcel #157-831** located at 833 Brookside Place: 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.

26) **Case #21-1846 Parcel #821-752** located at 1095 Westhaven Blvd: 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.

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

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

Nays – None.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-812 - 3288 WASHINGTON STREET – \$400.00.

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-812 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3288 Washington Street; and

WHEREAS, Resurrection Lawn Care Services, LLC submitted the lowest bid of \$400.00; and

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

WHEREAS, Resurrection Lawn Care Services, LLC, through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3288 Washington Street in an amount not to exceed \$400.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Resurrection Lawn Care Services, LLC, with its principal office located at 170 Sivley Avenue Jackson, Mississippi 39203, that contains the following substantive provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$400.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the 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 thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

SECTION 6 - 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. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - 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

UNITY CLEANUP & REMOVAL, LLC
Calvin Hill
536 Eastview St., Suite 4
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City 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.

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 a Notice of Termination 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 prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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 as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of 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 weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

- A. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. 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 advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Resurrection Lawn Care Services, LLC to cut vegetation and remedy conditions on the property located at 3288 Washington Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$400.00 shall be paid to Resurrection Lawn Care Services, LLC upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 698-284 bearing the physical address of 3288 WASHINGTON ST. legally described as LOT 10 BLK 2 LYNCH ST SUBN PLAT 3 for Case # CE-21-812:

Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39201-0017
NOTICE TO PROCEED

Date: October 10, 2022
Case No: CE-21-812

CONTRACTOR: **VICTOR GRANT
RESURRECTION LAWN CARE SERVICE, LLC
178 STIVELY AVENUE
JACKSON MS 39201**

LOCATION: 3288 WASHINGTON ST.
MAP / PARCEL: 698-284

SCOPE OF WORK: CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH, DEBRIS, WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, TREE LIMBS, **TIRES**; AND CLEAN CURBSIDE.

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
PUMP RECEIPT (IF APPLICABLE)	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____
QUOTE PRICE: \$898.00

Council Members Banks moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662 – 2672 HIGHWAY 80 WEST– \$8,000.00.

WHEREAS, on August 16, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 26, 2022, for Case CE-21-662 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2672 Highway 80 West; and

WHEREAS, R&C Services LLC submitted the lowest bid of \$ 8,000.00; and

WHEREAS, R&C Services LLC through its representative, Raymond Granderson, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2672 Highway 80 West for the sum of \$8,000.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R&C Services LLC with its principal office located at 987 Gore Road, Jackson, Mississippi, 39212 that contains the following substantive provisions:

SECTION 1 – LABOR AND MATERIALS

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$8,000.00.

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

SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

1. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the

amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

2. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - d. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
 - e. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
 - f. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

SECTION 6 – PERMITS AND LICENSES

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

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

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

laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

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

R & C Services, LLC
Raymond Granderson
987 Gore Road
Jackson, Mississippi 39212

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 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 days 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 R&C Services LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2672 Highway 80 West deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,000.00 shall be paid to R&C Services LLC upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 220-18 bearing the physical address of 2672 W. HIGHWAY 80, legally described as BEG NE COR LOT 4 HARVEY PLACE SUBN W 216 FT TO POB W 100 FT S 170.4 FT SE/LY 114.05 FT N 227.53 FT TO POB PT LOT 4 HARVEY PLACE SUBN for Case #CE-21-662:

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

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: October 10, 2022
Case No: CE-21-862

CONTRACTOR:	RAYMOND GRANDERSON R & C GRANDERSON, LLC 3172 BELGRAY DR. JACKSON MS 39212
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LOCATION: 2672 W. HIGHWAY 80
MAP / PARCEL: 220-18

SCOPE OF WORK: DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS TO INSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS. CUT GRASS AND WEEDS

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NIP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____
QUOTE PRICE: \$2,600.00

Council Members Banks moved adoption; Council Member Lindsay seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 PARCEL 437-3 LOCATED AT 807 E NORTHSIDE DR. - \$60,000.00 - CASE# CE-22-436.

WHEREAS, the City of Jackson owns the properties located at 807 E Northside Dr. and said property is formerly Charles Tisdale Public Library; 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 437-3 located at 807 E Northside Dr.; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. has submitted the best bid to perform professional services for the sum of \$60,000.00; 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 specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$60,000.00.

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

SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

SECTION 5 – ASBESTOS COMPLIANCE

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

1. The Vendor shall contact the City’s inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - d. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, (“HUD”) and the Mississippi Department of Health, (“MDH”).
 - e. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
 - f. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor’s asbestos abatement qualifications must be provided.

SECTION 6 – PERMITS AND LICENSES

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

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

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

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 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 Case CE-22-436 located at 807 E Northside Dr. Parcels 437-3, for an amount not to exceed \$60,000.00.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #437-3** bearing the physical address of 807 East Northside Dr. for **Case #CE-22-436**:

Demolish and remove remains of dilapidated structure leaving slab in place; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; and cut grass and weeds.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

Date: October 10, 2022
Case No: CE-22-436

CONTRACTOR: SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC
2659 LIVINGSTON RD.
JACKSON MS 39213

LOCATION: 807 E. NORTHSIDE DR.
MAP / PARCEL: 437-3

SCOPE OF WORK: DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS TO INSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS. CUT GRASS AND WEEDS

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____
QUOTE PRICE: 560,000.00

Council Members Banks moved adoption; Council Member Lindsay seconded.

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

ORDINANCE AMENDING SECTIONS OF CHAPTER 102 SIGNS OF THE CODE OF ORDINANCES SECTION 102-30 OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING SIGN REGULATIONS.

WHEREAS, Chapter 102 Signs of the Code of Ordinances of the City of Jackson, Mississippi, establishes sign regulations; and

WHEREAS, the City of Jackson finds it necessary to amend rules and regulations relating to signs in order to continue to provide flexibility and clarity in sign regulation rules and procedures;

WHEREAS, the Department of Planning and Development has found that there is a need for an alternative compliance method for sign approvals in existing mixed-use pedestrian-oriented districts that promote quality design and integration of architecture.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Chapter 2 Sec. 102-30 (16) of the Code of Ordinances of the City of Jackson, Mississippi, is hereby added and reads as follows:

((16) Alternative compliance by comprehensive sign plan in Urban Village (UV), Urban town center (UTC), neighborhood mixed-use (NMU-1) pedestrian districts, and community mixed-use (CMU-1) pedestrian districts.

- (a) As an alternative to the above prescribed conditions, a comprehensive sign plan for a proposed or existing development may be approved by the city council.
- (b) The purpose of a comprehensive sign plan is to provide for the establishment of signage criteria that are tailored to a specific development or location, and which may vary from specific ordinance provisions.
- (c) The intent is to provide for flexible sign criteria that promote superior design through architectural integration of the site, buildings and signs.
- (d) A comprehensive sign plan shall include the location, size, height, construction material, color, type of illumination and orientation of all proposed signs either permanent or temporary.
- (e) A comprehensive sign plan containing elements which exceed the permitted height, area and number of signs specified in this ordinance may be approved by the city council only upon a finding that:
 - i. The development site contains unique or unusual physical conditions, such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility;
 - ii. The proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development;
 - iii. The proposed signage incorporates special design features such as logos, emblems, murals or statuary that are integrated with the building architecture.

(f) The construction and placement of individual signs contained in the approved comprehensive sign plan shall be subject to the issuance of sign permits in accordance with this ordinance and subject to submission of the comprehensive sign plan and the individual signs to the Director of Planning for approval.

(g) A comprehensive sign plan once approved governs the placement of signs on the property it applies to in lieu of the conventional regulations. Signs meeting the specifications approved in the comprehensive sign plan can be issued a permit without returning to council for approval or individual variance.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 3. The preceding amendments and revisions to the Signs Ordinance of the City of Jackson, Chapter 102 Sec. 102-30 the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage, in accordance with Miss. Code Ann. Section 21-13-11 (1972 as amended).

Council Members Lindsay moved adoption; Council Member Banks seconded.

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

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AMENDING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE
OF ORDINANCES, RESIDENCY REQUIREMENTS.**

WHEREAS, Section 2-166 of the City of Jackson, Mississippi Code of Ordinances governs residency requirements for employees for the City of Jackson, Mississippi; and

WHEREAS, Section 1-7 of the City of Jackson, Mississippi Code of Ordinances states, ordinances repealed remain in force for the trial and punishment of all past violations of them, and for the recovery of penalties and forfeitures already incurred, and for the preservation of all rights and remedies existing by them and so far as they apply, to any office, trust, proceeding, right, contract or event, already affected by them; and

WHEREAS, the City Council of Jackson, Mississippi has deemed it necessary to repeal the current ordinance governing residency requirements.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITIES OF
THE CITY OF JACKSON, MISSISSIPPI THAT SECTION 2-166 IS HEREBY
REPEALED.**

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

President Foote recognized **Catoria Martin, City Attorney**, who recommended an amendment in the header changing the word “Amending” to “Repealing”.

President Foote recognized **Council Member Banks** moved, seconded by **Council Member Hartley** to amend the header changing the word “Amending” to “Repealing”;

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
REPEALING SECTION 2-166, OF THE CITY OF JACKSON, MISSISSIPPI CODE
OF ORDINANCES, RESIDENCY REQUIREMENTS.**

WHEREAS, Section 2-166 of the City of Jackson, Mississippi Code of Ordinances governs residency requirements for employees for the City of Jackson, Mississippi; and

WHEREAS, Section 1-7 of the City of Jackson, Mississippi Code of Ordinances states, ordinances repealed remain in force for the trial and punishment of all past violations of them, and for the recovery of penalties and forfeitures already incurred, and for the preservation of all rights and remedies existing by them and so far as they apply, to any office, trust, proceeding, right, contract or event, already affected by them; and

WHEREAS, the City Council of Jackson, Mississippi has deemed it necessary to repeal the current ordinance governing residency requirements.

THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI THAT SECTION 2-166 IS HEREBY REPEALED.

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

Note: Council Member Grizzell left the meeting.

ORDER APPROVING CLAIMS NUMBER 27794 to 27857 APPEARING AT PAGES 417 TO 467 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,907,643.09 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27794 to 27857 appearing at pages 417 to 467, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,907,643.09 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	679,783.53
SEIZURE & FORF PROP-STATE	257.60
TECHNOLOGY FUND	153,189.39
PARKS & RECR. FUND	44,539.58
BUSINESS IMPROV FUND (LANDSCP)	6,586.96
LANDFILL SANITATION FUND	164,836.52
STATE TORT CLAIMS FUND	9,247.25
WATER/SEWER OP & MAINT FUND	323,326.56
WATER/SEWER CAPITAL IMPR FUND	139,493.00
DISABILITY RELIEF FUND	83,716.72
KELLOGG FOUNDATION PROJECT	27,800.00
NARCOTICS EVIDENCE ESCROW	6,268.80
PAYROLL FUND	4,995.90
EARLY CHILDHOOD (DAYCARE)	2,247.56
HOUSING COMM DEV ACT (CDBG) FD	601,750.15
UNEMPLOYMENT COMPENSATION REVO	3,255.32
HOME PROGRAM FUND	2,914.46
H O P W A GRANT – DEPT. OF HUD	79,956.37
TITLE III AGING PROGRAM	3,529.63
PUBLIC SAFTEY PLANNING	3,340.00
INFRASTRUCTURE BOND 2020 \$32M	18,475.00
TRANSPORTATION FUND	715,196.62
FONDREN BUSINESS IMPROV FUND	4,663.36
RESURFACING REPAIR & REPL. FD	15,307.02
09 TIF BOND FUND \$407000	1,512.00
P E G ACCESS – PROGRAMMING FUND	15.34
HUMAN AND CULTURE GRANTS	1,450.85

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 13, 2022 10:00 A.M.**

802

MHC BLIGHT ELIMINATION PROGRAM	15,435.00
MODERNIZATION TAX	622,710.75
CDBG COVID CARES	2,946.66
ZOOLOGICAL PARK	6,644.45
LIBRARY FUND	162,250.74
TOTAL	\$3,907,643.09

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

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

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27794 TO 27857 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27794 to 27857 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$101,505.76 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,060,949.02
PARKS & RECR FUND		86,607.57
LANDFILL FUND		13,301.71
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		237,818.63
PAYROLL	101,505.76	
EARLY CHILDHOOD		19,740.87
HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,826.89
TRANSPORTATION FUND		15,434.09
PEG ACCESS-PROGRAMMING FUND		4,788.20
HUMAN AND CULTURE GRANTS		14,400.00
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		25,216.32
AMERICAN RESCUE PLAN ACT 2021		60,227.24
TOTAL		\$2,564,703.99

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

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

Absent – Grizzell and Stokes.

Note: Council Member Grizzell returned to the meeting.

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

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

WHEREAS, a vacancy exists in the position for Ward Five representative on the JRA Board; and

WHEREAS, the current unexpired term for a Ward Five representative will expire on August 13, 2023; and

WHEREAS, Mr. Brian Washington of Ward Five, after evaluation of his qualifications, has been nominated by the Mayor to fill the remaining unexpired term of the vacant Ward Five position.

IT IS, THEREFORE, ORDERED that the Mayor’s appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said Term to expire on August 13, 2023.

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

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

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

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

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

ORDER AUTHORIZING THE MAYOR TO APPOINT JOHN HARRISON YORK TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

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

WHEREAS, a vacancy will exist in the position for Ward Seven representative on the JRA Board because the current Term expired August 13, 2022, and the incumbent has not been reappointed for a new Term; and

WHEREAS, John Harrison York of Ward Seven, after evaluation of his qualifications, has been nominated by the Mayor to replace the incumbent, fill the remaining unexpired Term and serve as the Ward Seven representative.

IT IS, THEREFORE, ORDERED that the Mayor’s appointment of John Harrison York to serve as the Ward Seven representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said Term to expire on August 13, 2027.

Council Member Lindsay moved adoption; Council Member Banks seconded.

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

President Foote recognized John Harrison, who gave his personal statement and answered questions posed to him by Council Members.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLACKRIDGE HOLDING COMPANY TO HOST AND FACILITATE COMMUNITY ENGAGEMENT WORKSHOPS.

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

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, the EPHD project is funded in the amount of \$1,895,000.00 for the term of the grant, which is April 2019 – March 2022, and covers meetings and community events; 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 EPHD funds has allotment for meetings and community events, whose purpose is to foster community engagement and support the expansion of occupational opportunities through corporate recruitment; and

WHEREAS, Courtney Davis, doing business as "Blackridge Holding Company" will host three community engagement workforce and entrepreneurial development workshops, beginning on September 8, 2022, and every three weeks thereafter, to assist potential businesses with navigating the start-up process, providing practical strategies for building the proper financial infrastructure to facilitate business growth, and introducing the concept of e-Gaming, specifically coding and web development, and how to start-up and operate an e-Gaming enterprise; and

WHEREAS, the City of Jackson will compensate Mr. Davis for his services in an amount not to exceed \$3,000.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an agreement with Blackridge Holding Company for community engagement services provided on W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD).

IT IS FURTHER ORDERED that Blackridge Holding Company will be compensated in an amount not to exceed \$3,000.00.

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

President Foote recognized **Victoria James, Office of the City Attorney** and **Louis Wright, CAO**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONSULTING BY LEE TO ALLOW MYA LEE TO SERVE AS DEVELOPMENT ASSISTANCE REPRESENTATIVE 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 April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

WHEREAS, on December 21, 2021, the Jackson City Council ratified and authorized the Mayor to enter into a contractual agreement with Consulting By Lee whereby Mya Lee served as a consultant under the EPHD project, where she agreed to coordinate conferences and festivals; facilitate between businesses and the City of Jackson administration; coordinate community engagement and networking events; assist management in developing efficient processes to promote the Incubator; identify client needs and suggest appropriate services; plan and organize networking events; update community-based organizations, businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

WHEREAS, the City of Jackson agreed to compensate Mya Lee as an independent contractor in an amount not to exceed \$4,062.51 a month for eight (8) months, totaling an amount not to exceed \$32,500.08 during the grant period of August 1, 2021, through March 31, 2022; 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, in light of the grant extension, the Office of the Chief Administrator recommends that the Jackson City Council authorize the Mayor to enter into an independent contractor relationship with Consulting By Lee to allow Mya Lee to serve as the Development Assistant Representative from September 1, 2022, through August 31, 2023; and

WHEREAS, the scope of work includes the coordination of conferences and festivals; facilitating meetings between businesses and the City of Jackson administration; coordinating community engagement and networking events; assisting management in developing efficiently processed to promote the Incubator; identifying client needs and suggesting appropriate services; plan and organize networking events; update community-based organizations,

businesses, and individuals of recent updates and announcements; and respond to inquiries and concerns; and

WHEREAS, the agreement will commence on the date of execution, and shall continue uninterrupted until August 31, 2023; and

WHEREAS, either party may terminate the agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment; and

WHEREAS, the parties agree that the legal relationship between Mya Lee and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to Mya Lee with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consulting by Lee; and

WHEREAS, the City of Jackson will compensate Ms. Lee for her services as a consultant in an amount not to exceed \$2,708.34 a month for 12 months, totaling an amount not to exceed \$32,500.08.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Consulting by Lee for consultant services provided on W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD).

IT IS FURTHER ORDERED upon submission of invoices monthly to the City of Jackson to compensate Mya Lee in an amount not to exceed \$32,500.08 from the date of execution of the agreement through August 31, 2023.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT FIRE STATION 1 AND FIRE STATION 20 TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM.

WHEREAS, the Water Box Program operates under the organization named 501CTHREE, a California public benefit corporation; and

WHEREAS, the Water Box Program provides clean and safe potable water to people in communities where water from the tap is unsafe to drink; and

WHEREAS, the Water Box is designed to filter contaminants and pathogens from municipal water; and

WHEREAS, the Water Box system produces ten (10) gallons of clean potable water in fifteen (15) seconds; and

WHEREAS, 501CTHREE covers all the set-up cost to operate The Water Box system which includes delivery, installation of the filtration system, water test equipment, onsite training, reusable containers to hand out to the community, any maintenance parts such as filters, advertisement; and

WHEREAS, the participant agrees to serve as a test site and evaluate The Water Box over a period of one year in a manner prescribed by 501CTHREE; and

WHEREAS, for one-year 501CTHREE will provide participant and associated support which covers the financial offset of city water expenses, the offset does not exceed 62,400 gallons per month, third-party testing of the water samples during the beginning and end of the program period, telephone and field support of system operation and maintenance; and

WHEREAS, 501CTHREE Statement of Work, see Exhibit A; and

WHEREAS, at the conclusion of the one-year demonstration period, 501CTHREE will arrange to have the unit picked up if the event participant does not exercise their option to extend the agreement for an additional three (3) year term; and

WHEREAS, this agreement may be terminated with a thirty (30) day prior written notice to the other party and mutual written consent of the parties.

IT IS HEREBY ORDERED that the Mayor be authorized to execute this Agreement with 501CTHREE to participate in the Water Box Program.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any documents necessary to effectuate participation in the Water Box Program.

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

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

President Banks recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to add a discussion item titled: Hinds County Supervisor Vern Gavin to the agenda on an emergency basis. The motion prevailed by the following vote:

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

DISCUSSION: HINDS COUNTY SUPERVISOR VERN GAVIN: **President Foote** recognized **Vern O. Gavin, Hinds County Supervisor**, who informed the City Council of monies the Hinds County Board of Supervisors was attempting to make available to the City of Jackson to help with the current water crisis.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE DX C3826i COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON/INTERNAL AFFAIRS DIVISION.

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement with RJ Young Company for a Canon Image Runner Advance DX C3826i Copier/Printer to be housed in the City of Jackson Fire Department, Arson/Internal Affairs Division; and

WHEREAS, the Mississippi State Contract #8200056250 authorizes RJ Young Company to lease a Canon Image Runner Advance DX C3826i Copier/Printer to municipalities; and

WHEREAS, RJ Young Company agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment, from the place of manufacture to

the address of Arson/Internal Affairs Division, if any form of express shipping method is requested; it will be paid for by the City of Jackson; and

WHEREAS, the term of the Rental Agreement is September 1, 2022 to August 31, 2026; and

WHEREAS, the agreement may be terminated if the City of Jackson and RJ Young Company mutually agree to terminate, or if either party fails to comply with the terms and conditions of this agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party may also pursue any remedy available to it in law or in equity, upon termination all obligations of the City of Jackson to make payments required hereunder shall cease; and

WHEREAS, the Scope of Service is described in Exhibit A; and

WHEREAS, RJ Young shall deliver the equipment to the location specified by the City of Jackson Fire Department, Arson/Internal Affairs Division pursuant to the delivery schedule, agreed upon by the parties. If, through no fault of the City of Jackson, the R J Young Company is unable to deliver the Canon Image Runner Advance DX C3826i Copier/Printer or software, the prices, terms and conditions will remain unchanged until delivery is made by R J Young Company, if the R J Young Company does not deliver the Canon Image Runner Advance DX C3826i Copier/Printer or software within ten (10) working days of the delivery due date, City of Jackson shall have the right to terminate the order without penalty, cost or expense to the City of Jackson ; and

WHEREAS, if the City of Jackson Fire Department, Arson/Internal Affairs Division desires to continue renting the equipment at the expiration of the original rental agreement, the City of Jackson must enter into a new rental agreement with RJ Young Company, there will be no automatic renewals or option to purchase.

IT IS HEREBY ORDERED, that the Mayor be authorized to execute the necessary documents with RJ Young Company, to provide for a 48-month rental agreement for a Canon Image Runner Advance DX C3826i Copier/Printer, at a cost of \$99.00 per month, \$0.01094 per black & white page, and \$0.06122 per color page, prices to include all toners, parts, drums, labor, service calls, and preventative maintenance at a cost not exceed four thousand seven hundred fifty-two dollars (\$4,752.00).

IT IS FURTHER ORDERED that payment for said rental be made from the general fund # 001441406514 for usage of the Canon Image Runner Advance DX C3826i Color Copier/Printer from September 1, 2022 to August 31, 2026.

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8209067843

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson Fire Department

Bill to Address: 555 S. West Street, Jackson, MS 39201

Ship to Address: 636 W. Adams Street, Jackson, MS 39203

Description of Equipment, Software, or Services	Price
Canon ImageRUNNER Advance DX C3826i Cabinet Type W Super G3 Fax Board B111	\$99.00/month

Maintenance Agreement:

All service and supplies billed at \$0.01094 per b/w page and \$0.06122 per color page. Paper is not included.

Delivery Schedule and Installation Date:

Rental Term: 48-months

Start Date: 9/1/2022

End Date: 8/31/2026

Modifications: The above pricing is locked for 48-months and will not increase.



Vendor Signature

Customer Signature

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. TO PROVIDE SERVICES TO THE JACKSON FIRE DEPARTMENT.

WHEREAS, on September 30, 2022 the annual service agreement with Motorola Solutions, Inc. for a Fire Alerting System expires; and

WHEREAS, this agreement includes provisions for the service and maintenance of the City of Jackson’s Fire Alerting System from Motorola Solutions, Inc.; and

WHEREAS, it is necessary that the maintenance service agreement be executed to provide continuous service and maintenance of the Fire Alerting System to the fire stations; and

WHEREAS, Motorola Solutions, Inc. has agreed to provide Local Repair with Onsite Response and Local Technical Support for the Fire Alerting System at a cost not to exceed six thousand two hundred fourteen dollars and twenty-six cents (\$6,214.26) per month for local repair with onsite response and four hundred one dollar and thirty-four cents (\$401.34) per month for local technical support; and

WHEREAS, this agreement is for the period of October 1, 2022 through September 30, 2023 for a cost not to exceed seventy-nine thousand three hundred eighty-seven dollars and eight cent (\$79,387.08); and

WHEREAS, for Motorola Scope of Service, see Attachment A; and

WHEREAS, if either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default, the non-performing party will have thirty (30) days to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval; and

WHEREAS, if the City of Jackson Fire Department terminates this Agreement before the end of the term, for any reason other than Motorola default, the City of Jackson Fire Department will pay Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original term.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a renewable maintenance service agreement with Motorola Solutions, Inc. for Local Repair with Onsite Response and Local Technical Support to the City’s Fire Alerting System wherein the city agrees to pay Motorola Solutions, Inc. no more than seventy-nine thousand three hundred eighty-seven dollars and eight cent (\$79,387.08) for local repair with onsite response and local technical support.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any documents necessary to effectuate the aforementioned maintenance service agreement.

“ATTACHMENT A”



Statement of Work

Contract Administration Services

1.0 Description of Services

The Contract Administration Service provides for a Customer Support Manager. The Manager will handle administration, purchase orders and payments to third party vendors used to support the network. A list of services is noted below in section 2.0.

2.0 Motorola has the following responsibilities:

- 2.1. Onsite Infrastructure Response by the Service Partner, Motorola employees or third party vendors for network outages.
- 2.2. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.3. Work with Motorola CCO and/or the Service Partner regarding case management and resolution.
- 2.4. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.5. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.6. Work to advise customer for software and hardware upgrades performed by Motorola Upgrade Operations and/or Engineering. This may include OS patches, any Motorola Service Bulletins and coordinate schedules for work being performed by various groups.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY SEVEN THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE.

WHEREAS, Section 45-11, 253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

WHEREAS, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1001-I-II as a prerequisite to the issuance of certification; and

WHEREAS, the NFPA Firefighter 1001-I-II course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy through a field delivery program; and

WHEREAS, the field delivery program began August 1, 2022; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

(1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1001 I-II Field Course and a complete package to manage delivery of the course; and

(3) *Books will not be included* in the materials furnished to the City of Jackson Fire Department, and the City of Jackson Fire Department is responsible for purchasing any required books from the textbook publisher; and

(4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

(6) Certificates will be issued upon the successful completion of the course; and

(7) The minimum number of candidates has been currently removed due to COVID-19 and the maximum number of candidates for the field delivery course is fifteen (15); and

(8) The total cost of the service fee is seven thousand five hundred dollars (\$ 7,500.00), which is \$500.00 per candidate multiplied by fifteen (15) candidates which is being funded from account number 001.441.20.6419; and

(9) The Mississippi State Fire Academy will invoice the City of Jackson Fire Department upon completion of the course and payment will become due within thirty (30) days of receipt of the invoice; and

WHEREAS, the best interest of the public health, safety, and welfare will be served by authorizing the Mayor to ratify and execute a Memorandum Of Understanding with the Mississippi State Fire Academy and authorize payment of the applicable service fee upon completion of the NFPA 1001-I-II course;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Memorandum Of Understanding with the Mississippi State Fire Academy for the NFPA 1001 I-II field delivery course.

IT IS FURTHERED ORDERED that the Mayor shall be authorize to ratify and execute the payment in an amount not to exceed seven thousand five hundred dollars (\$ 7,500.00) upon completion of the field delivery program from funds account number 001.441.20.6419.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1072 F COURSE TO THE JACKSON FIRE DEPARTMENT.

WHEREAS, Section 45-11, 253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

WHEREAS, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1072 F course as a prerequisite to the issuance of certification; and

WHEREAS, the NFPA Firefighter 1072 F course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy through a field delivery program; and

WHEREAS, the field delivery program began August 1, 2022; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

(1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1072 F Field Course and a complete package to manage delivery of the course; and

(3) *Books will not be included* in the materials furnished to the City of Jackson Fire Department, and the City of Jackson Fire Department is responsible for purchasing any required books from the textbook publisher; and

(4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

(6) Certificates will be issued upon the successful completion of the course; and

(7) The minimum number of candidates has been currently removed due to COVID-19 and the maximum number of candidates for the field delivery course is fifteen (15); and

(8) The cost of the NFPA 1072 F course is \$0.00. This course is grant funded.

WHEREAS, the best interest of the public health, safety, and welfare will be served by authorizing the Mayor to ratify and execute a Memorandum of Understanding with the Mississippi State Fire Academy to conduct course NFPA 1072 F.

IT IS HEREBY ORDERED that the Mayor shall be authorized to ratify and execute the Memorandum of Understanding with the Mississippi State Fire Academy for the NFPA 1072 F field delivery course.

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

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

Nays – None.

Absent – Stokes.

President Foote recognized **Council Member Banks** moved, seconded by **Council Member Lindsay** to add an emergency item regarding public safety to the agenda The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Banks** to go into Closed Session to discuss public safety. The motion prevailed by the following vote:

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

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

During Closed Session, **Council Member Lindsay** moved and **Council Member Hartley** seconded to go into Executive Session to discuss public safety. The motion prevailed by the following vote:

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

President Foote announced that the Council voted to go into Executive Session to discuss public safety.

Note: Vice President Lee left the meeting during discussion.

Note: Council Member Grizzell left the meeting during discussion.

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

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

President Foote announced that the Council voted to come out of Executive Session and no action was taken.

ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON FEBRUARY 11, 2023.

WHEREAS, the City of Jackson routinely receives and recovers lost, stolen, abandoned or misplaced motor vehicles which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as Amended; and

WHEREAS, it is required under said statute to sell lost, stolen, abandoned, or misplaced motor vehicles and equipment at a public auction; and

WHEREAS, when governing authorities approve the continuation of 2022 auctions a list of the motor vehicles and equipment available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS HEREBY ORDERED that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on February 11, 2022 pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS FURTHER ORDERED that the Jackson Police Department designee be authorized to sign such documents as necessary to declare those vehicles and equipment which are sold at said at said auction to be abandoned.

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

President Foote recognized **Lee Robinson, Commander of Support Service of JPD**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT, ADDENDUM, AND SALES ORDER WITH LITECLOUD, INC. FOR LITECLOUD, INC. TO CONTINUE TO PROVIDE INTERNET SERVICE TO ALL DEPARTMENTS WITHIN THE CITY OF JACKSON.

WHEREAS, the Department of Information Technology Information Systems Division is committed to providing high-performance network connectivity to enhance internet service to all City of Jackson employees; and

WHEREAS, on July 3, 2018, the Jackson City Council authorized the Mayor to execute an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps in the City of Jackson in three (3) phases over 36 months; and

WHEREAS, the Information Systems Division intended for the City of Jackson to become an Internet Service provider when the City of Jackson entered into an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps; and

WHEREAS, the Information Systems Division determined that the City of Jackson could not supply internet services due to current agreements between the City of Jackson and other internet service providers; and

WHEREAS, the Information Systems Division determined that the City of Jackson is only utilizing 40Gbps of internet bandwidth; and

WHEREAS, the procurement for the acquisition of a contract for purely internet services is exempt from the competitive bidding requirements provided in the public purchasing statutes; and

WHEREAS, the Information Technology department received a quote from LiteCloud, Inc., the City of Jackson's current internet service provider; and

WHEREAS, LiteCloud, Inc. offered the City of Jackson a new proposal that reduces the bandwidth from 100Gbps to 40 Gbps; and

WHEREAS, LiteCloud, Inc., located at 29 W West Street, Baltimore, Maryland 21230, proposes a three-year term that will reduce the cost of internet service from \$10,650.00 per month to \$8,225.00 per month.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a Services Agreement, Addendum, and Sales Order with LiteCloud, Inc. to continue to provide internet services to the City of Jackson at an amount not to exceed \$8,225.00 per month beginning upon execution through September 1, 2025.

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

President Foote recognized **Sondra Moncure, Deputy City Attorney**, who recommended an amendment in the 9th whereas, changing the word “interest” to “internet”.

President Foote recognized **Council Member Banks** moved, seconded by **Vice President Lee** to amend said order to change “interest” to “internet” in the 9th whereas. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT, ADDENDUM, AND SALES ORDER WITH LITECLOUD, INC. FOR LITECLOUD, INC. TO CONTINUE TO PROVIDE INTERNET SERVICE TO ALL DEPARTMENTS WITHIN THE CITY OF JACKSON.

WHEREAS, the Department of Information Technology Information Systems Division is committed to providing high-performance network connectivity to enhance internet service to all City of Jackson employees; and

WHEREAS, on July 3, 2018, the Jackson City Council authorized the Mayor to execute an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps in the City of Jackson in three (3) phases over 36 months; and

WHEREAS, the Information Systems Division intended for the City of Jackson to become an Internet Service provider when the City of Jackson entered into an agreement with LiteCloud, Inc. to increase broadband access from 10Gbps to 100Gbps; and

WHEREAS, the Information Systems Division determined that the City of Jackson could not supply internet services due to current agreements between the City of Jackson and other internet service providers; and

WHEREAS, the Information Systems Division determined that the City of Jackson is only utilizing 40Gbps of internet bandwidth; and

WHEREAS, the procurement for the acquisition of a contract for purely internet services is exempt from the competitive bidding requirements provided in the public purchasing statutes; and

WHEREAS, the Information Technology department received a quote from LiteCloud, Inc., the City of Jackson’s current internet service provider; and

WHEREAS, LiteCloud, Inc. offered the City of Jackson a new proposal that reduces the bandwidth from 100Gbps to 40 Gbps; and

WHEREAS, LiteCloud, Inc., located at 29 W West Street, Baltimore, Maryland 21230, proposes a three-year term that will reduce the cost of internet service from \$10,650.00 per month to \$8,225.00 per month.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a Services Agreement, Addendum, and Sales Order with LiteCloud, Inc. to continue to provide internet services to the City of Jackson at an amount not to exceed \$8,225.00 per month beginning upon execution through September 1, 2025.

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE.

WHEREAS, on March 16, 2021, the Jackson City Council authorized the Mayor to execute an agreement with immixTechnology, Inc. for the purchase of a maintenance agreement for the City of Jackson's Kronos Telestaff System and the Kronos timekeeping system; and

WHEREAS, the Fire Department relies heavily on the Kronos Telestaff software that provides an automated system to allow the City of Jackson to manage public safety schedules and communications and to utilize prebuilt schedules and rosters to ensure that staffing levels are always maintained and validated against specific rules based on assignment and overtime; and

WHEREAS, immixTechnology, Inc., a subsidiary of Immix Group, proposes to the City of Jackson, Mississippi, a one-year license for 340 subscriptions for the Workforce TeleStaff Enterprise v.7.1 and bundle (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contract Manager) at \$103.8300 per license in an amount not to exceed Thirty-Five Thousand, Three Hundred and Two Dollars and Twenty Cents (\$35,302.20); and

WHEREAS, the cost of the Kronos Telestaff will be paid out of the Jackson Fire Department's budget; and

WHEREAS, immixTechnology, Inc. also provides maintenance support for the Kronos Workforce timekeeping system that is utilized throughout all City departments to efficiently manage and track employee's time using automated methods; and

WHEREAS, immixTechnology, Inc. also proposes to the City of Jackson, Mississippi, a one-year subscription to cover training (\$6,668.13), hardware maintenance (\$23,644.14), and software maintenance (\$80,173.27) of the Kronos timekeeping system that will be paid from the Department of Information Technology's budget in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54); and

WHEREAS, the cost of the Kronos Workforce timekeeping system will be paid out of the Department of Information Technology's budget; and

WHEREAS, immixTechnology, Inc. has entered into a General Services Administration Multiple Award Schedule Program, Contract No. GS-35F-0265X, which was developed to assist federal employees in purchasing products and services related to the Kronos software that contain pre-negotiated prices, delivery terms, warranties, and other terms and conditions; and

WHEREAS, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

WHEREAS, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, upon present information and belief, the purchase price of the specific Kronos Incorporated products and services listed within this Order are not listed on a state contract and that the purchase price is below the latest purchase price of comparable supplies and equipment; and

IT IS, THEREFORE, ORDERED that the Department of Information Technology is authorized to purchase training and hardware and software maintenance for one year from immixTechnology, Inc. in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54) for the period beginning on June 26, 2022, through June 25, 2023.

IT IS FURTHER ORDERED that the Fire Department is authorized to purchase Kronos Telestaff maintenance support for one year Thirty-Five Thousand, Three Hundred and Two Dollars, and Twenty Cents (\$35,302.20) for the period beginning on May 7, 2022, lasting through May 6, 2023.

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

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

ORDER RATIFYING AND AUTHORIZING PAYMENT TO IMMIXTECHNOLOGY, INC. TO COVER THE COST OF HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING FOR THE CITY OF JACKSON'S KRONOS WORKFORCE TIMEKEEPING SYSTEM AND THE FIRE DEPARTMENT'S KRONOS TELESTAFF SOFTWARE.

WHEREAS, on March 16, 2021, the Jackson City Council authorized the Mayor to execute an agreement with immixTechnology, Inc. for the purchase of a maintenance agreement for the City of Jackson's Kronos Telestaff System and the Kronos timekeeping system; and

WHEREAS, the Fire Department relies heavily on the Kronos Telestaff software that provides an automated system to allow the City of Jackson to manage public safety schedules and communications and to utilize prebuilt schedules and rosters to ensure that staffing levels are always maintained and validated against specific rules based on assignment and overtime; and

WHEREAS, immixTechnology, Inc., a subsidiary of Immix Group, proposes to the City of Jackson, Mississippi, a one-year license for 340 subscriptions for the Workforce TeleStaff Enterprise v.7.1 and bundle (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contract Manager) at \$103.8300 per license in an amount not to exceed Thirty-Five Thousand, Three Hundred and Two Dollars and Twenty Cents (\$35,302.20); and

WHEREAS, the cost of the Kronos Telestaff will be paid out of the Jackson Fire Department's budget; and

WHEREAS, immixTechnology, Inc. also provides maintenance support for the Kronos Workforce timekeeping system that is utilized throughout all City departments to efficiently manage and track employee's time using automated methods; and

WHEREAS, immixTechnology, Inc. also proposes to the City of Jackson, Mississippi, a one-year subscription to cover training (\$6,668.13), hardware maintenance (\$23,644.14), and software maintenance (\$80,173.27) of the Kronos timekeeping system that will be paid from the Department of Information Technology's budget in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54); and

WHEREAS, the cost of the Kronos Workforce timekeeping system will be paid out of the Department of Information Technology's budget; and

WHEREAS, immixTechnology, Inc. has entered into a General Services Administration Multiple Award Schedule Program, Contract No. GS-35F-0265X, which was developed to assist

federal employees in purchasing products and services related to the Kronos software that contain pre-negotiated prices, delivery terms, warranties, and other terms and conditions; and

WHEREAS, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

WHEREAS, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, upon present information and belief, the purchase price of the specific Kronos Incorporated products and services listed within this Order are not listed on a state contract and that the purchase price is below the latest purchase price of comparable supplies and equipment.

IT IS, THEREFORE, ORDERED that the Department of Information Technology is authorized to purchase training and hardware and software maintenance for one year from immixTechnology, Inc. in an amount not to exceed One Hundred Ten Thousand Four Hundred and Eighty-Five Dollars and Fifty-Four Cents (\$110,485.54) for the period beginning on June 26, 2022, through June 25, 2023.

IT IS FURTHER ORDERED, that the Fire Department is authorized to purchase Kronos Telestaff maintenance support for one year Thirty-Five Thousand, Three Hundred and Two Dollars, and Twenty Cents (\$35,302.20) for the period beginning on May 7, 2022, lasting through May 6, 2023.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL SUBMITTED BY DIXIE ROOFING, INC. OF MISSISSIPPI TO REPLACE AND REPAIR THE ROOF OF THE TOUGALOO COMMUNITY CENTER AND AUTHORIZING PAYMENT OF FORTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS.

WHEREAS, the Tougaloo Community Center is one of the six (6) senior centers under the auspices of the Department of Human and Cultural Services; and

WHEREAS, the Tougaloo Community Center's roof needs repairs to ensure the safety and well-being of the City of Jackson's seniors, citizens, and patrons at the center; and

WHEREAS, the Department of Human and Cultural Services solicited and obtained three written competitive bids to replace and repair the entire roof at the Tougaloo Community Center, without publishing or posting advertising for bids, as required by Section 31-7-13(b) of the Mississippi Code of 1972; and

WHEREAS, Dixie Roofing, Inc. of Mississippi, located at 1936 Highway 51, Winona, Mississippi 38967, submitted the lowest and best bid in the amount of Forty-Six Thousand Eight Hundred and Seventy-Five Dollars and No Cents (\$46,875.00); and

WHEREAS, Dixie Roofing Inc. of Mississippi submitted a proposal that set forth the following scope of work and provisions:

- a) Remove loose debris, broom clean, then roof over existing roof.
- b) Furnish and install slip sheet.
- c) Furnish and install sixty (60) mil TPO white single ply roof system with bronze trim per manufacturer's specifications.
- d) Furnish and install four (4) new retro drains (no plumbing).
- e) Clean up trash generated by Dixie Roofing and haul away.
- f) Provide a two (2) year guarantee on workmanship.
- g) Furnish a twenty (20) year roof warranty.
- h) City of Jackson is responsible for getting any building permits that may be required.
- i) If a satellite is mounted to the roof, it may need to be realigned at the owner's expense after the roof has been installed. It would be best if mounted in an alternate location, such as fascia board.
- j) Balance is due upon substantial completion of the job. There will be no warranty issued until full payment is received. If payment is not received upon completion, a lien will be placed on the property.
- k) All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

WHEREAS, upon request, Dixie Roofing, Inc. of Mississippi shall furnish a certificate of liability insurance to the City of Jackson.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the proposal submitted by Dixie Roofing, Inc. of Mississippi for the necessary repairs and replacement of the roof at the Tougaloo Community Center and authorizing payment in an amount not to exceed Forty-Six Thousand Eight Hundred and Seventy-Five Dollars and No Cents (\$46,875.00).

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

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

Nays – None.

Absent – Stokes.

ORDER CREATING THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-107, Mississippi Code Annotated of 1972, as amended, the Legislature authorized the creation of business improvement districts which shall be established in accordance with the procedures described in Sections 21-43-101 through 21-43-133; and

WHEREAS, in compliance with Section 21-43-111, Mississippi Code Annotated of 1972, as amended, a group of non-residentially zoned local property owners provided notice to the City of Jackson by delivering a petition signed by at least twenty percent (20%) of the property owners in the area to the City Clerk on April 13, 2022, proposing to establish a business improvement district, i.e., LeFleur East Business Improvement District; and

WHEREAS, as prescribed in Section 21-43-113 of the Mississippi Code Annotated of 1972, as amended, official notice of the meeting was duly given to the specific property owner who makes up the area of the proposed district, and a meeting was held to develop a district plan for the upcoming ten-year period on June 14, 2022; and

WHEREAS, pursuant to Section 21-43-117(1), the governing authority set an election date not more than sixty (60) days from the date of the June 14, 2022, public hearing; and

WHEREAS, pursuant to Section 21-43-117, Mississippi Code Annotated of 1972, as amended, on July 5, 2022, the Jackson City Council set a date for a special election to authorize the district not more than sixty (60) days from the date of the public hearing and the special election was held on August 9, 2022, to allow property owners, who were included on a list provided by

the Hinds County Tax Assessor's Office, to decide on the issue regarding the creation of the LeFleur East Business Improvement District; and

WHEREAS, the LeFleur East Business Improvement District was established upon written ballot by sixty percent (60%) of the participating eligible property owners in the proposed district; and

WHEREAS, based on the August 9, 2022, election results, the district shall be deemed adopted and ready for implementation as mandated by Section 21-43-119 of the Mississippi Code Annotated of 1972, as amended; and

WHEREAS, as mandated by Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended, assessments shall be levied on the property in the LeFleur East Business Improvement District based upon the gross square footage of the property. Such assessment shall be in addition to any taxes or assessments that may be imposed on property in said district.

IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the creation of the LeFleur East Business Improvement District is established, and assessment shall be levied on the property as outlined in Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTABIZHUB C650I COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

WHEREAS, the Office of Community Improvement Division of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub 458 Black/White Copier through the State of Mississippi Contract 82-00062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

001.444.70.6514 \$333.00 per month/ \$.0085 bw/ \$.055 color

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub C650i Copier to meet the needs of the Office of Community Improvement as related to the functions of said division at a cost of \$333.00 per month, plus a per copy price of \$.0085 for black and white copies, and \$.055 for color copies to include service and maintenance with the exception of paper or staples.

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

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

Nays – None.

Absent – Stokes.

ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JESSIE ROBINSON FOR JR PARKING AND TRANSPORTATION ADMINISTRATIVE OFFICE.

WHEREAS, on July 11, 2022, Jessie Robinson submitted an application for Surplus/Land Bank Property acquisition to the City of Jackson's Surplus Property Division for vesting, after submitting the highest and sole bid, spurred by the bid advertisement in the newspaper (no process initiation by application); and

WHEREAS, Jessie Robinson plans to use parcel 77-22 as an administrative office for his business, JR Parking; and

WHEREAS, On January 27, 2022, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of it via the Bid Method pursuant to terms of Section 21-17-1(2)(a) of the Mississippi Code of 1972, as amended; and

WHEREAS, after no City department expressed a municipal need for the property, the Surplus Property Committee issued an initial request for bids that was published for 3 weeks in the Mississippi Link on March 10, 2022, March 17, 2022 and March 24, 2022; and

WHEREAS, the sole bid was submitted by Jessie Robinson in the amount of six thousand five hundred one dollars and one cent (\$6,501.01), and

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

WHEREAS, the City of Jackson has ownership of Parcel No. 77-22 fully described in Book 4991 Page 952 (Exhibit A) and having the physical address of 516 N. Mill Street.

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

Book 4991 Page 952 (Exhibit A) and having the physical address of 516 N. Mill Street is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the sale of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for a business administrative office will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED, that the City of Jackson accepts the six thousand five hundred one dollars and one cent (\$6,501.01) bid of Jessie Robinson for Parcel 77-22.

IT IS FINALLY ORDERED, that the Mayor shall be authorized to execute a Quitclaim Deed conveying Parcel 77-22 to Jessie Robinson consistent with the provisions of Section 21-17-1(2)(a), the instrument conveying the property to Jessie Robinson shall reserve all mineral rights and preserve rights of ingress and egress for the removal of same.

EXHIBIT "A"

LOT 14 & 15 NW 952

7.00
9.5

QUITCLAIM DEED

538595

WHEREAS, the City of Jackson on December 14, 1982, conveyed to the New Hope Foundation, Inc. the old George Washington Carver Library property on North Mill Street, the deed covering same being recorded in the office of the County Clerk on Book 2966 at Page 99, and

WHEREAS, the conveyance was made subject to the condition that the property conveyed shall be used by the New Hope Foundation, Inc., a non-profit corporation organized and existing under the laws of the State of Mississippi and granted tax exempt status by the Internal Revenue Service for only charitable purposes, and when same shall cease to be used for said purposes for a period of two (2) years said property and all improvements thereto shall revert to and become the property of the City of Jackson, Mississippi, and

WHEREAS, the New Hope Foundation, Inc. no longer occupies the subject property,

NOW, THEREFORE, the New Hope Foundation, Inc. by executing and delivering this Quitclaim Deed, and the City of Jackson, by accepting and recording same, waive the two (2) year period so that the City of Jackson can take title to, possession of, and secure and protect the building and property.

FOR AND IN CONSIDERATION of the mutual benefit to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, the NEW HOPE FOUNDATION, INC., a non-profit Mississippi corporation, by and through its Executive Director and Board of Directors, does hereby grant, convey and quitclaim unto the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, Grantee, the land and property situated in the City of Jackson, First Judicial District of Hinds County, Mississippi, located on North Mill Street and known as the Old George Washington Carver Library, described as follows to-wit:

INDEX: Lots 14 and 15 of Miller Survey, First Judicial District of Hinds County, Mississippi, as per official map of the City of Jackson prepared by Harry C. Daniel in 1875

A part of Lots 14 and 15 of Miller Survey, according to the H. C. Daniel map of the City of Jackson of 1875, further described by metes and bounds as follows, to-wit:

Beginning at a point on the east boundary line of North Mill Street, an east street is presently laid out and improved, which said point is 87.3 feet north of the intersection of the east line of North Mill Street with the north line of Oakley Street, an east street is presently laid out and improved, and run thence south along the east line of said Mill Street 105.5 feet to the intersection of the east line of Mill Street with the south line of Church Street, as both streets are presently laid out and improved, run thence east along the south line of Church Street for a distance of 106.5 feet to an iron pin, turning thence to the right through an angle of 89 degrees, 51 minutes, run southerly 199.2 feet to a point on the north right-of-way line of the said Oakley Street, which said point is also located 105.5 feet east of the intersection of the north line of said Oakley Street with the east line of said Mill Street, run thence westerly along the north line of said Oakley Street a distance of 46 feet, run thence northerly and parallel with the east line of said Mill Street a distance of 87.3 feet to a point, run thence westerly and parallel with the north line of said Oakley Street 99.5 feet to the point of beginning.

together with all improvements situated thereon and all appurtenances thereto as belonging.

#15
8-25-98

MINUTE BOOK 6V

City Clerk
City Manager
City Attorney

ms4991ms 953

The property herein conveyed is that same property conveyed by the City of Jackson to the New Hope Foundation, Inc. on December 14, 1963 and recorded in the Office of the Charvey Clerk of Hinds County in Book 2966 at Page 99.

WITNESS OUR SIGNATURES this the 16th day of July 1998

NEW HOPE FOUNDATION, INC

E.C. Bell
E. C. Bell,
Executive Director

Board of Directors
William D. Carson
William D. Carson

George Hovik
George Hovik

Willie Cull
Willie Cull

Don Lewis
Don Lewis

James Hunter
James Hunter

Johnny Daniels
Johnny Daniels

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of July, 1998, within my jurisdiction, the within named E.C. BELL, who acknowledged that he is the Executive Director of the New Hope Foundation, Inc., a non-profit Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Maximilian R. Killebrew
NOTARY PUBLIC

My Commission Expires
08/01/2000
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HINDS

ms4991ms 954

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of July, 1998, within my jurisdiction, the within named WILLIAM D. CARSON, GEORGE HOVIK, WILLIE CULL, DON LEWIS, JAMES HUNTER and JOHNNY DANIELS, who acknowledged that they are all members of the Board of Directors for the NEW HOPE FOUNDATION, INC., a non-profit Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Maximilian R. Killebrew
NOTARY PUBLIC

My Commission Expires
08/01/2000
NOTARY PUBLIC



Grantor's Address
Post Office Box 706
Jackson, Mississippi 39205
601/753-8502

Grantee's Address
Post Office Box 17
Jackson, Mississippi 39206
601/968-1035

This instrument prepared by:
Max Killebrew
City of Jackson
Post Office Box 17
Jackson, Mississippi 39206
601/968-1925

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
SEP 14 10 30 AM '98
4991
D.S.S.
NOTARY PUBLIC

Council Member Lindsay moved adoption; Council Member Banks seconded.

President Foote recognized Jordan Hillman, Interim Director of Public Works, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORP OF ENGINEERS FOR A SECTION 219 MATCHING GRANT TO FUND ONE OR MORE ENVIRONMENTAL INFRASTRUCTURE PROJECTS.

WHEREAS, the City of Jackson previously applied for grant funding under Section 219 of the Water Resources Development Act (WRDA) of 1992, as amended; and

WHEREAS, Congress has now appropriated funding to the City of Jackson under its approved application in the amount of \$5,000,000.00, which requires matching funding of \$1,666,666.66 from the City; and

WHEREAS, the U.S. Army Corps of Engineers requires the City of Jackson to execute an agreement for design and construction assistance (Project Partnership of Agreement) as a prerequisite for receiving the grant funding; and

WHEREAS, the Department of Public Works intends to use the grant funding for one or more environmental infrastructure projects that will be of benefit to the citizens of the City of Jackson; and

WHEREAS, the Department of Public Works, Engineering Division, recommends authorizing a Project Partnership Agreement with the U.S. Army Corps of Engineers to provide funding for the design and construction of one or more environmental infrastructure projects.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with the Department of the Army, represented by the U.S. Army Corps of Engineers District Commander for the Vicksburg District for Design and Construction Assistance of one or more environmental infrastructure projects wherein the Department of the Army will provide funding in an amount up to \$5,000,000.00 (or seventy-five percent (75%) of the projects costs) and the City of Jackson will provide matching funding up to \$1,666,666.66 (or at least twenty-five percent (25%) of the projects costs).

IT IS FURTHER ORDERED that the Mayor is authorized to execute any additional documents required under the terms of this grant and the Agreement.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Robert Lee, Interim City Engineer, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT.

WHEREAS, the City of Jackson made application for and received a \$20,000,000 RAISE grant from the United States Department of Transportation to make improvements to Medgar Evers Boulevard from Woodrow Wilson Avenue to Ridgeway Street; and

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Neel-Schaffer, Inc. has provided a cost estimate of \$501,845.00 to provide the first phase of preliminary engineering services for the project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Neel-Schaffer, Inc. for the Medgar Evers Boulevard RAISE Grant Project, for an amount not to exceed \$501,845.00.

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

President Foote recognized **Robert Lee, Interim City Engineer**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING AN AGREEMENT WITH MYTHICS, INC. FOR ORACLE PLATFORM AS A SERVICE (PaaS) AND INFRASTRUCTURE AS A SERVICE (IaaS) CLOUD SERVICES UNIVERSAL CREDITS, LICENSING AND SUPPORT FOR THE CITY OF JACKSON UTILITY BILLING SYSTEM, INCLUDING ORACLE CLOUD INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONVERSION FOR UNIVERSAL CREDITS FUNDED ALLOCATION LETTER.

WHEREAS, the City entered into an agreement with Mythics, Inc. to upgrade the City of Jackson Utility Billing System from Oracle CC&B to Oracle C2M; and

WHEREAS, Mythics, Inc. completed the upgrade project on June 30, 2022; and

WHEREAS, the City and Mythics, Inc. entered into a software licensing and infrastructure support agreement for the period of July 1, 2022 through September 30, 2022 (Gap Licensing Agreement); and

WHEREAS, the City has need of continuing its agreement through Mythics, Inc. to provide licensing for its Oracle C2M Utility Billing System and the Oracle Cloud Infrastructure (“OCI”) where C2M resides; and

WHEREAS, the City’s consultant for the Utility Billing System Upgrade, Michael Secor of The PREO Group, previously provided a single source letter stating why having a different vendor being responsible for support of C2M and OCI would be detrimental to the continued success of the Project; and

WHEREAS, Michael Secor has recommended that the City change its current contracting structure with Mythics, Inc. and Oracle that is anticipated to save the City money on its licensing and support for C2M and OCI by converting the existing licenses to Oracle Platform as a Service

(PaaS) and Infrastructure as a Service (IaaS) credits that will be applied to purchase the existing C2M licensing and the OCI licensing and usage under a funded allocation model; and

WHEREAS, Mythics, Inc. will continue to provide sustainment services for the C2M, Customer Self-Service, and OCI by providing infrastructure monitoring of the application and infrastructure environments; will provide Infrastructure OnDemand Services; for C2M, Oracle BI Publisher (BIP), and Oracle Customer Self-Service (CSS); will provide managed services through its project team for the infrastructure for OCI C2M, BIP, CSS; will provide period program reviews consisting of a Project Kickoff, Monthly Management Reviews, 270 Day In-Progress Review; and 6-Month "True Up" Assessment Reviews; will provide a service desk and assess to a knowledge base.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a Renewal Conversion for Universal Credits Funded Allocation Letter to Oracle America, Inc. to be delivered to Mythics, Inc. convert the City's current non-metered Cloud Services subscriptions to a Funded Allocation Model.

IT IS FURTHER ORDERED that the City of Jackson is authorized to purchase through Mythics, Inc. a twelve (12)-month cloud subscription for Oracle PaaS and IaaS Universal Credits on a Funded Allocation Model in an amount not to exceed \$330,774.00 without further City Council authorization for a period beginning on or about October 1, 2022.

IT IS FURTHER ORDERED that the agreement is authorized as a single source purchase for the reasons set forth in this order and the December 22, 2020 Order of the City Council found at Minute Book 62, Pages 349-51.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Mythics Sustainment Services Statement of Work #148269 to provide the services set forth above and any incidental services stated in the Statement of Work in an amount not to exceed \$199,945.00 for a one-year period beginning October 1, 2022.

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

President Foote recognized **Mike Secor, a Representative of The PREO Group**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING A ONE-YEAR AGREEMENT WITH BOSS USA, INC. FOR ORACLE UTILITIES APPLICATION MAINTENANCE AND SUPPORT FOR THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION UTILITY BILLING SOFTWARE.

WHEREAS, the Water-Sewer Business Administration Division of the Department of Public Works is responsible for operating and maintaining the Oracle C2M Utility Billing software system; and

WHEREAS, BOSS USA, Inc. previously provided extensive subcontract work on the City's recently completed upgrade of the City's utility billing system to Oracle C2M, which began during the last quarter of calendar year 2020 and also worked as a subcontractor on the lift and shift project that moved the CC&B Utility Billing System from the City's failing on-site servers to a stable cloud environment; and

WHEREAS, the City will continue to need extensive assistance in the operations and maintenance of the C2M utility billing system during the reorganization of the Water-Sewer Business Administration Division; and

WHEREAS, BOSS USA, Inc. proposes to provide operations and maintenance support for the City's utility billing system C2M and associated applications in the form a four-tier approach; and

WHEREAS, Tiers 1 and 2 are the front office operations of WSBA; Tier-1 services will be performed by City employees because the functions associated with these services primarily involve interaction with customers; under their proposal, Tier-2 services will be performed primarily by BOSS USA, Inc. employees who have CRM role-bases responsibilities within the application, such as analysts, operators, and administrators who will focus on immense backlog of activities due to the AMI replacement; and

WHEREAS, under their proposal, Tier-3 Apps are the back-office maintenance functions to be performed primarily by BOSS USA, Inc. employees, who will be focus on enhancement and sustainment of the application stack throughout design, development, and deployment; and

WHEREAS, Tier-4 Tech functions will be part of the contract with Mythics, Inc.; and

WHEREAS, BOSS USA, Inc. proposes to provide a Service Delivery Manager as a point of contact with the City to track quality of the service, and manage and report on service requests and OnDemand hours; and

WHEREAS, BOSS USA, Inc. proposes to provide three Service Types of support for the WSBA Oracle Utilities Application (OUA), namely, Type 1: Tier-2 Application Operations; Type 2: Tier-3 Application Enhancement; and Type 3: Tier-3 Application Maintenance; and

WHEREAS, BOSS USA, Inc. proposes to provide support for the following subset of Type 1 services: a) Business Analysis; b) Customer Operations; c) Billing Operations; d) Meter Operations; e) Field Operations; and f) Batch/Interface Operations; and

WHEREAS, BOSS USA, Inc. proposes to provide support for the following subset of Type 2 services: a) OUA Application Configurations; b) OUA Application Enhancements; c) OUA Application Workshops/Training; d) OUA Reports & Self-Service Application Enhancements; and

WHEREAS, BOSS USA, Inc. proposes to provide support for the following subset of Type 3 services: a) OUA Services Requests (Severity 1); b) OUA Services Requests (Severity 2, 3); c) OUA Technology Services Requests (Severity 1, 2, 3); and d) OUA Patching (Patch sets and critical patch updates); and

WHEREAS, BOSS USA, Inc. proposes to provide Service Type-2 and -3 support to be billed at a fixed monthly cost not to exceed 500 hours/month for each Service Type; and

WHEREAS, BOSS USA, Inc. proposes to provide periodic program reviews on weekly basis for WSBA, City of Jackson Information Systems, Mythics, Inc. as the Oracle Cloud Infrastructure vendor, and BOSS USA, Inc. and on a monthly basis for the City of Jackson Billing System Project Steering Committee and BOSS USA, Inc.; and

WHEREAS, BOSS USA, Inc. proposes to provide access to a Service Desk and Knowledge Base for troubleshooting OUA issues; and

WHEREAS, BOSS USA, Inc. proposes to provide the services under the agreement at a firm fixed price of \$1,142,880.00 for a one-year period beginning October 1, 2022; and

WHEREAS, the Water-Sewer Business Administration Division of the Department of Public Works recommends authorizing this agreement with BOSS USA, Inc.

IT IS, THEREFORE, ORDERED that a one-year agreement with BOSS USA, Inc. beginning October 1, 2022 for Oracle Utilities Application Operations & Maintenance providing the services proposed above at a firm fixed fee in the amount of \$1,142,880.00, to be billed in arrears on a monthly basis, is authorized.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized **Damon Brown, a Representative of Boss USA** and **Mike Secor, of The Preo Group**, who provided a brief overview of said item.

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

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

ORDER ACCEPTING THE BID OF DUBOIS CHEMICALS, INC. FOR A TWELVE-MONTH SUPPLY OF SODA ASH (BID NO. 18086-070522).

WHEREAS, sealed bids for Soda Ash were opened July 5, 2022, wherein one (1) bid was received; and

WHEREAS, the Water /Sewer Utility Division will use said chemical in the treatment of water for the City of Jackson: and

WHEREAS, the staff at the Water/Sewer Utility Division of the Department of Public Works has received the bids and recommends the bid submitted by DuBois Chemicals, Inc. for a Twelve-Month supply for Soda Ash received July 5, 2022, in the amount of \$0.2875 per pound (\$575.00 per ton) be accepted as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of DuBois Chemicals, Inc., 177 East Fargo Avenue, Nampa, Idaho 83687, received July 5, 2022 for a Twelve-Month supply of Soda Ash (starting August 1, 2022 through July 31, 2023) at a cost of \$0.2875 per pound (\$575.00 per ton) be accepted as the lowest and best bid received; it being determined that said bid met the City's specifications.

IT IS FURTHER ORDERED that payment for said chemical be made from Water/Sewer Operation & Maintenance Fund (031.521.35.6212).

Vice President Lee moved adoption; Council Member Banks seconded.

President Foote recognized **Robert Lee, Interim City Engineer**, 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.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECTS ERBR-25(03) (COLONIAL CIRCLE BRIDGE) AND ERBR-25(04) (MCRAVEN ROAD BRIDGE) AND DESIGNATING ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECTS.

WHEREAS, the City of Jackson applied for and received FY2022 Emergency Road and Bridge Repair Funds from the Mississippi Transportation Commission for closed bridges on Colonial Circle and McRaven Road; and

WHEREAS, the Mississippi Department of Transportation requires the City to submit an executed Memorandum of Agreement, and resolution designating the Engineer of Record for each awarded bridge project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission for State Projects ERBR-25(03) (Colonial Circle bridge) and ERBR-25(04) (McRaven Road bridge).

BE IT FURTHER RESOLVED that the City Council of Jackson designates Elmore Moody, P.E., as the Engineer of Record for State Projects ERBR-25(03) (Colonial Circle bridge) and ERBR-25(04) (McRaven Road bridge).

Vice President Lee moved adoption; **President Foote** seconded.

President Foote recognized **Robert Lee, Interim City Engineer**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2022 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. MISS. AND OTHER RELATED MATTERS.

WHEREAS, the City continues to require additional representation in the matter, specifically, assistance, and legal advice and counsel in negotiating a modification of the Consent Decree and matters relating thereto because the modification negotiations are ongoing; and

WHEREAS, the City continues meeting with U.S.E.P.A. twice each month to discuss compliance progress under the existing Clean Water Act Consent Decree and to negotiate a modification to that existing Consent Decree; and

WHEREAS, the City continues its negotiations with U.S.E.P.A. and MDEQ, particularly work on the City's Long-Term Financial Model and the specific injunctive relief language that will implement the City's strategies for the Consent Decree modification; and

WHEREAS, the estimated fees for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022 are \$101,547.21, which includes a 35% rate discount from Ms. Richardson's standard rate; and

WHEREAS, there is a portion of the invoice for September 2021 in the amount of \$4,415.50 that remains unpaid; and

WHEREAS, the Department of Public Works recommends the authorization of the additional fees for Fiscal Year 2022 in the amount of \$ 101,547.21 and payment of the outstanding portion of the September 2021 invoice in the amount of \$4,415.50.

IT IS, THEREFORE, ORDERED that those payments made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in Clean Water Act Consent Decree modification negotiations and for other related services shall not exceed \$101,547.21 for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022 without further approval by the City Council.

IT IS FURTHER ORDERED that payment in the amount of \$4,415.50 to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for the outstanding portion of the September 2021 invoice is authorized.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

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

Yeas –Foote, Grizzell, Lee and Lindsay.

Nays – Banks and Hartley.

Absent – Stokes.

The following reports/announcements were provided during the meeting:

- Mayor Chokwe Antar Lumumba announced the following:
 - WSBA-You can now link you Digital Self-Serve account using your zip code instead of your Social Security Number. Create Your Account: Login at dss-coj.opower.com/days/login.
 - You can now complete your Special Events Permit Application online at www.jackson.ms.gov.
 - Contact information for Richards Disposal- 769-333-4222 or CSRJM@richardsdisposal.com
 - Community Town Hall Meeting (today)Tuesday, September 27, 2022 at 6:00pm. New Jerusalem Church (South Campus) 1285 Raymond Rd., Jackson, MS 39204
 - Blues at the Zoo Jackson Zoo Saturday, October 1, 2022 beginning at 12:00pm 2918 W. Capitol St., Jackson, MS 39209
 - City of Jackson’s Job Fair Career Expo 2022 Jackson Medical Mall Wednesday, October 5, 2022 from 10am-2pm 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 39204

DISCUSSION: PENDING LITIGATION: President Foote stated that said item needed to be discussed in Executive Session.

Council Member Hartley moved, seconded by Vice President Lee to go into Closed Session to discuss Agenda Item 39. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Pending Litigation”, to discuss Agenda Item No. 39.

During Closed Session, **Council Member Hartley** moved, seconded by **Council Member Banks** to go into Executive Session to discuss litigation matters. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

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

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

Nays – None.

Absent – Stokes.

Note: Vice President Lee left the meeting after Executive Session.

RESOLUTION OF THE JACKSON CITY COUNCIL URGING MAYOR CHOKWE ANTAR LUMUMBA TO FULLY COOPERATE WITH THE FEDERAL AND STATE OFFICIALS IN A COLLABORATIVE PLANNING EFFORT TO BRING JACKSON'S WATER AND SEWER SYSTEM TO FULL AND SUSTAINABLE FUNCTIONALITY.

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

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

WHEREAS, over 150,000 residents of Jackson, Mississippi are under a boil-water advisory; and

WHEREAS, this crisis has pulled a large scope of government agencies together to work to change the dynamic that has Jackson residents using bottled water for their daily routines; and

WHEREAS, The Environmental Protection Agency is working closely with FEMA, MEMA and other partners and continuing to communicate with federal, state and local officials on the ground in Mississippi to address the water crisis; and

WHEREAS, Federal and state governments have the duty and financial capacity to assist communities in eliminating water and sewer issues that pose a threat to the safety and health of all citizens.

THEREFORE, BE IT RESOLVED that the Jackson City Council strongly urges Mayor Chokwe Antar Lumumba to fully cooperate with the federal and state officials in a collaborative planning effort to bring Jackson's water and sewer system to full and sustainable functionality.

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

President Foote recognized **Council Member Banks** who moved, seconded by **President Hartley** to amend said order to remove the 6th Whereas. The motion prevailed by the following vote:

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 13, 2022 10:00 A.M.

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

President Foote recognized **Council Member Grizzell** who moved, to amend said order to remove the word “strongly” from the “Therefore Be It Resolved” section. The motion failed due to lack of a 2nd.

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

RESOLUTION OF THE JACKSON CITY COUNCIL URGING MAYOR CHOKWE ANTAR LUMUMBA TO FULLY COOPERATE WITH THE FEDERAL AND STATE OFFICIALS IN A COLLABORATIVE PLANNING EFFORT TO BRING JACKSON'S WATER AND SEWER SYSTEM TO FULL AND SUSTAINABLE FUNCTIONALITY.

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And

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and

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WHEREAS, The Environmental Protection Agency is working closely with FEMA, MEMA and other partners and continuing to communicate with federal, state and local officials on the ground in Mississippi to address the water crisis; and

THEREFORE, BE IT RESOLVED that the Jackson City Council strongly urges Mayor Chokwe Antar Lumumba to fully cooperate with the federal and state officials in a collaborative planning effort to bring Jackson's water and sewer system to full and sustainable functionality.

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 10:00 a.m. on September 16, 2022. At 12:35 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Mosby-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 10/11/2022
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

Angela Haner
CITY CLERK
