

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 14, 2023 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 March 14, 2023, 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 Terry Williamson, Legal Counsel.

Absent: Kenneth Stokes, Ward 3.

\*\*\*\*\*

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

\*\*\*\*\*

The invocation was offered by **Pastor Donavon Thigpen of Word of Life Church**.

\*\*\*\*\*

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

\*\*\*\*\*

There came on for consideration Agenda Item No. 2, Public Hearing:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RENAMING GRIFFITH STREET TO JAMES H. MEREDITH DRIVE.**

-----

There was no one who spoke in favor nor was there any opposition from the public.

\*\*\*\*\*

**President Foote** requested that Agenda Item No. 11 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RENAMING GRIFFITH STREET TO JAMES H. MEREDITH DRIVE.**

**WHEREAS**, Mr. James H. Meredith, an internationally recognized civil rights leader, trailblazer in higher education in the State of Mississippi, writer, political activist, and Air Force veteran; and

**WHEREAS**, Mr. James H. Meredith's life shall forever serve as a symbol of the fight for justice and the full exercise of equal rights under the law; and

**WHEREAS**, Mr. James H. Meredith and his legacy shall be enshrined by the designation of this street in his honor.

**NOW, THEREFORE, BE IT ORDAINED** that the Jackson City Council hereby renames Griffith Street to James H. Meredith Drive.

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

-----

**President Foote** recognized **James Meredith**, who provided comments regarding his commitment to the City of Jackson and State of Mississippi.

-----

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

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

\*\*\*\*\*

There came on for consideration Agenda Item No. 3, Public Hearing:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO  
MAYS STREET) TO LESTER RICHMOND, SR. DRIVE.**

-----

There was no one who spoke in favor nor was there any opposition from the public.

\*\*\*\*\*

**President Foote** requested that Agenda Item No. 12 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO  
MAYS STREET) TO LESTER RICHMOND, SR. DRIVE.**

**WHEREAS**, The late Mr. Lester Richmond, Sr. an educator and former principal of Walton Elementary School, whose family continues to live in Jackson; and

**WHEREAS**, Mr. Lester Richmond, Sr. shall be remembered for his dedication to the students and community surrounding Walton Elementary School; and

**WHEREAS**, Mr. Lester Richmond, Sr. and his legacy shall be a recognizable part of history of the community by the designation of this street in his honor.

**NOW, THEREFORE, BE IT ORDAINED** that the Jackson City Council hereby honorary renames Bailey Avenue (from Ridgeway Street to Mays Street) to Lester Richmond, Sr. Drive.

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

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

\*\*\*\*\*

**President Foote** requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the following was discussed:

**DISCUSSION: SOLID WASTE BILLINGS/TED HENIFIN:** **President Foote** expressed concerns regarding the billing roster for water/sewer and garbage. **President Foote** recognized **Ted Henifin, Third Party Administrator**, who expressed that updating parcels is a problem, but they were working to get complete the task so the City could retire the associated debt this year.

\*\*\*\*\*

**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 DECEMBER 6, 2022 FOR THE FOLLOWING CASES:**

22-371	21-875	21-1774	22-1428	22-963	21-618
22-1736	21-1510	21-867	22-456	22-1214	22-1851
22-1561	22-2059	22-375			

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

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

**WHEREAS**, hearings were held on December 6, 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 #22-371: Parcel #833-200-1** located at 5103 Robinson Rd.: After hearing testimony from Robert Tabb, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Robert Tabb shall be afforded thirty (30) days to enter into a repair agreement, or until January 5, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris, remove inoperable vehicles or vehicles parked on grass.

**2) Case #21-875: Parcel #833-13** located at 5072 Lurline Dr.: After hearing testimony from owner Shaw Larry, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Shaw Larry shall be afforded fourteen (14) days, or until December 20, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 4

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

**3) Case #21-1774: Parcel #639-198** located at 4440 Wear Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove the trash and debris.

**4) Case #22-1428: Parcel #96-83** located at 620 Erie St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

---

**5) Case #22-963: Parcel #101-110** located at 720 Dr. Moton St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

**6) Case #21-618: Parcel #728-41** located at 912 Pine Lake Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

**7) Case #22-1736: Parcel #422-271** located at 3447 Bailey Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

**8) Case #21-1510: Parcel #711-133** located at 5959 Whitestone Ct.: After hearing testimony from Bell Chandra & Taylor Randy, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Bell Chandra & Taylor Randy shall be afforded sixty (60) days to enter into a repair agreement, or until February 4, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

**9) Case #21-867: Parcel #723-650** located at 5684 Highland Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an 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 and debris.

**10) Case #22-456: Parcel #415-118** located at 1829 Avenue F.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

**11) Case #22-1214: Parcel #94-128** located at 0 W. Bell St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

**12) Case #22-1851: Parcel #802-83** located at 6597 Franklin D. Roosevelt Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes saplings; remove trash and debris. Remove inoperable vehicles or vehicles parked on grass.

**13) Case #22-1561: Parcel #809-14** located at 532 Queen Park Cir.: After hearing testimony from Christopher Marshall, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Christopher Marshall shall be afforded thirty (30) days to enter into a repair agreement, or until January 5, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperable vehicles or vehicles parked on the grass.

**14) Case #22-2059: Parcel #422-280** located at 3403 Bailey Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

**15) Case #22-375: Parcel #517-402** located at 5094 Woodmont Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

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

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

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

\*\*\*\*\*

**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 DECEMBER 20, 2022 FOR THE FOLLOWING CASES:**

21-642	22-546	22-1796	22-1566	22-2174	22-2171
22-2160	21-1459	22-2204	22-1437	22-506	22-694
21-1580	22-1337	21-55	21-243	22-359	21-1617
21-1653					

**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 December 20, 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 #21-642: Parcel #839-642** located at 1148 Marble St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris. Board up and secure structure(s).

**2) Case #22-546: Parcel #853-106** located at 613 Briarcliff Cir.: After hearing testimony from owner(s) Tommy Majekotunmi, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days until December 27, 2022 to enter into a 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 6

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

**3) Case #22-1796: Parcel #625-100** located at 330 W Leavell Woods Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

**4) Case #22-1566: Parcel #635-410** located at 1636 Camellia Dr.: After hearing testimony from owner(s) **Darrin Manuel**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days until December 27, 2022 to enter into a 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 5

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

5) **Case #22-2174: Parcel #606-399** located at 3032 Lasalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

6) **Case #22-2171: Parcel #606-402** located at 3050 Lasalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) **Case #22-2160: Parcel #606-398** located at 3092 Lasalle St.: After hearing testimony from owner(s) Sararu George, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded twenty-one (21) days until January 10, 2023 to enter into a 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. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

8) **Case #21-1459: Parcel #215-132** located at 1827 Waltham St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

9) **Case #22-2204: Parcel #626-537** located at 275 Sykes Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

10) **Case #22-1437: Parcel #97-189** located at 428 Glendale St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

11) **Case #22-506: Parcel #100-65** located at 2566 Williamson Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to enter into a 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 3

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

**12) Case #22-694: Parcel #101-110-1** located at 3001 Randolph St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until February 18, 2023 to enter into a 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 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, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

**13) Case #21-1580: Parcel #411-49** located at 2858 Queensroad Ave.: 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

**14) Case #22-1337: Parcel #411-92** located at 2831 Queensroad Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to enter into a 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: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

**15) Case #21-55: Parcel #104-139** located at 2215 Decatur St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

**16) Case #21-243: Parcel #805-316** located at 6735 George Washington Dr.: After hearing testimony from owner(s) Wicks Bobby F Jr Et Al, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

**17) Case #22-359: Parcel #119-141** located at 267 Mount Vernon Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



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

**18) Case # 21-1617: Parcel #129-110** located at 509 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

**19) Case # 21-1653: Parcel #821-316** located at 1447 Plum St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

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

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

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

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

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

\*\*\*\*\*

**APPROVAL OF THE FEBRUARY 14, 2023 REGULAR COUNCIL MEETING MINUTES.**

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**APPROVAL OF THE FEBRUARY 23, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.**

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

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

Nays – None.  
Absent – Stokes.

\*\*\*\*\*

**APPROVAL OF THE FEBRUARY 27, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.**

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

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

\*\*\*\*\*

**APPROVAL OF THE OCTOBER 17, 2022 REGULAR ZONING COUNCIL MEETING AMENDED MINUTES.**

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

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

\*\*\*\*\*

**ORDER APPROVING CLAIMS NUMBER 28563 to 28617 APPEARING AT PAGES 314 TO 340 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$8,146,080.84 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28563 to 28617 appearing at pages 314 to 340, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$8,146,080.84 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,756,733.07
TECHNOLOGY FUND	36,543.39
PARKS & RECR. FUND	58,203.97
BUSINESS IMPROV FUND (LANDSCP)	422,976.06
LANDFILL/SANITATION FUND	272,490.47
FIRE PROTECTION	38,000.00
STATE TORT CLAIMS FUND	257.87
WATER/SEWER OP & MAINT FUND	25,387.21
DISABILITY RELIEF FUND	1,785,150.98
EMPLOYEES GROUP INSURANCE FUND	150,364.18
KELLOGG FOUNDATION PROJECT	6,041.67
PAYROLL FUND	777.85
HOUSING COM DEV ACT (CDBG) FD	899.03
HOME PROGRAM FUND	13,259.19
H O P W A GRANT – DEPT. OF HUD	32,378.17
1% INFRASTRUCTURE TAX	444,352.89
TRANSPORTATION FUND	670,478.30
FONDREN BUSINESS IMPROV FUND	107,124.05

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 14, 2023 10:00 A.M.**

735

09 TIF BOND FUND \$407000	36,512.00
P E G ACCESS – PROGRAMMING FUND	2,087.36
SIEMENS SETTLEMENT ACCOUNT	242,295.09
ESG COVID CARES ACT	3,487.28
CDBG COVID CARES	1,426.00
ZOOLOGICAL PARK	3,836.32
AMERICAN RESCUE PLAN ACT 2021	30,000.00
LIBRARY FUND	162,250.66
MDOT-CMPDD PROJECTS	1,842,767.78
<b>TOTAL</b>	<b><u>\$8,146,080.84</u></b>

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

-----

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

-----

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

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

\*\*\*\*\*

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28563 TO 28617 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 28563 to 28617 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$98,375.23 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,426,464.29
PARKS & RECR FUND		104,416.55
LANDFILL FUND		17,970.44
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		219,664.29
PAYROLL	98,375.23	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		5,982.40
TRANSPORTATION FUND		18,213.18
PEG ACCESS-PROGRAMMING FUND		5,482.95
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,378.37
AMERICAN RESCUE PLAN ACT 2021		10,581.25
<b>TOTAL</b>		<b><u>\$2,858,218.03</u></b>

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

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

Nays – None.  
Absent – Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN MAGNOLIA RECYCLING AND THE CITY OF JACKSON, MISSISSIPPI FOR RECYCLING FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY.**

**WHEREAS**, pursuant to Section 21-15-37 of the Mississippi Code of 1972, as amended, the governing authorities of the City of Jackson, Mississippi, has the power and authority, in its discretion, to destroy or dispose of any records, documents, files, or papers, which are not required by law to be kept and preserved, or which is not desirable or necessary to keep and preserve in accordance with a records control schedule approved by the Local Government Records Committee; and

**WHEREAS**, on October 13, 2020, the City Council of Jackson, Mississippi, passed a resolution adopting a Revised City-wide retention schedule within the City of Jackson; and

**WHEREAS**, based on that adopted schedule, the Department of Municipal Clerk-Records Management Facility, City of Jackson, Mississippi ("City of Jackson"), needs to dispose of shredded materials; and

**WHEREAS**, Magnolia Recycling, located at 4643 Medgar Evers Blvd, has proposed the removal of bags of shredded materials and to provide on-site purge services; and

**WHEREAS**, Magnolia Recycling will provide 4x4x4 collapsible bins not to exceed 20 bins for bags of shredded materials at no cost for the Records Management facility located at 2525 Robinson Road, and will pick up bins when at least nine (9) to ten (10) bins are full at the request of the City of Jackson; and

**WHEREAS**, Magnolia Recycling proposes a 48-month agreement commencing on April 1, 2023, through March 31, 2025, to provide services at no cost to the City.

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute a services agreement with Magnolia Recycling to remove shredded materials from the Department of Municipal Clerk-Records Management Facility and provide on-site shredding of materials for a 24-month term commencing on April 1, 2023, through March 31, 2025, with an option to renew at no cost to the City of Jackson.

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

-----

**President Foote** recognized **Angela Harris, Municipal Clerk**, who provided a brief overview of said item.

-----

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

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

\*\*\*\*\*

**ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.**

**WHEREAS**, the Department of Municipal Clerk is in need of a budget revision to reallocate funds to secure professional digital conversion services and election supplies; and

**WHEREAS**, the Department of Municipal Clerk estimates that there are over 1,000 boxes of records in Records Management Facilities that will be transferred to Square Nine, and the paper documents will be shredded; and

**WHEREAS**, there is also a need for additional supplies for all future municipal elections, such as ballot bags; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, the Department of Municipal Clerk represents that funds from Personal Services for Records Division will not be expended because an employee retired and another employee transferred to another department; therefore, these funds are not needed for the purpose of salaries; and

**WHEREAS**, the Department of Municipal Clerk recommends to the governing authorities for the City of Jackson that Fifty Thousand Dollars (\$50,000.00) be transferred to Other Professional Services and Supplies to secure professional digital conversion services and election supplies; and

**WHEREAS**, this intradepartmental transfer of Fifty Thousand Dollars (\$50,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2022-2023 Budget for the Department of Municipal Clerk and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Municipal Clerk in the Fiscal Year 2022-2023 Budget.

**IT IS, THEREFORE, ORDERED** that the Department of Municipal Clerk Fiscal Year 2022-2023 budget be revised as follows:

From:	Amount
001-428.10-6111 (Personal Service)	(\$ 50,000.00)
 To:	
001-428.00-6419 (Other Professional Services)	\$ 47,000.00
001-428-20-6218 (Supplies & Materials)	\$ 3,000.00
 Total:	 \$ 50,000.00

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER AMENDING THE JANUARY 17, 2023 ACTION OF THE JACKSON CITY COUNCIL WHICH AUTHORIZED THE REVISION OF THE 2022-23 MUNICIPAL BUDGET OF THE JACKSON POLICE DEPARTMENT.**

**WHEREAS**, the governing authorities for the City of Jackson authorized the revision of the municipal budget for the Jackson Police Department on January 17, 2023; and

**WHEREAS**, the order submitted to the Council contained an error in the second paragraph regarding the amount of the funds which would not be expended; and

**WHEREAS**, the second paragraph indicated that the unexpended amount would be \$673,561.81 and should have indicated that the unexpended amount would be \$682,110.10; and

**WHEREAS**, the order contained correct amounts for the accounts from which funds would be transferred but contained incorrect account numbers and amounts for the accounts receiving transfers; and

**WHEREAS**, the order incorrectly indicated the following information:

Account # receiving transfer	Amount received in account
001.442.10.6847	\$183,296.29
001.442.10.6852	\$208,081.70
001.442.10.6855	\$290,732.11
TOTAL	\$682,110.10

**WHEREAS**, the correct information for the accounts and sums to be transferred are indicated below:

Account # receiving transfer	Amount received in account
001.442.10.6855	\$12,800.00
001.442.10.6224	\$481,113.81
001.442.10.6419	\$ 4,900.00
001.442.10.6242	\$183,296.29
TOTAL	\$682,110.10

**WHEREAS**, the best interest of the City of Jackson would be served by amending the action taken by the Jackson City Council on January 17, 2023 concerning the revision of the Jackson Police Department’s budget as stated in this order; and

**WHEREAS**, the amendment will not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication.

**IT IS HEREBY ORDERED** that the January 17, 2023 action of the Council which authorized the revision of the municipal budget of the Jackson Police Department be amended to correct the amount of unexpended funds and the account and sums receiving transfers as noted.

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER RATIFYING THE FUNDING GRANT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS TO SUPPORT REPAIRS, RENOVATIONS, FURNISHING, AND EQUIPPING OF THE TOUGALOO SENIOR CENTER AND AUTHORIZING THE TRANSFER FUNDS IN THE AMOUNT OF \$68,125.00 FOR DFA-SB2971-TOUGALOO SENIOR CENTER.**

**WHEREAS**, on July 20, 2021, the governing authorities for the City of Jackson, Mississippi adopted a resolution requesting the Department of Finance and Administration to adopt a resolution to declare the necessity for the issuance of state general obligation bonds for Tougaloo Senior Center; and

**WHEREAS**, Senate Bill No. 2971 was approved during the 2021 Regular Legislative Session and the Act authorized the issuance of state general obligation bonds to provide funds to assist in paying costs associated with the repair, renovation, furnishing, and equipping of the Tougaloo Senior Center; and

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 14, 2023 10:00 A.M.**

739

**WHEREAS**, a special fund, designated as the “2021 Tougaloo Senior Center Fund,” was created within the State Treasurer. Monies deposited into the fund was disbursed, in the discretion of the Department of Finance and Administration, to assist in paying costs associated with repair, renovation, furnishing and equipping of the Tougaloo Senior Center; and

**WHEREAS**, in 2021, the City of Jackson and the Bond Advisory Division for the Department of Finance and Administration entered into a Funding Grant Agreement, a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, the Tougaloo Senior Center was awarded \$150,000.00 in grant funds which must be expended within thirty-six (36) months from the date of receipt from the State; and

**WHEREAS**, the City of Jackson maintains the Grant Funds in a separate bank account.

**NOW, THEREFORE, BE IT RESOLVED** by the governing authorities for the City of Jackson, Mississippi that Funding Grant Agreement between the Department of Finance and Administration and City of Jackson is hereby ratified and approved.

**IT IS FURTHER ORDERED** that funds be transferred in the amount of \$68,125.00 as follows:

To/From	Fund/Account Number	Amount
From:	403-433666812 (Building and Structures)	\$10,000
To:	403-433666218 (Office Supplies)	\$10,000
From:	403-433666812 (Building and Structures)	\$15,000
To:	403-433666240 (Living Room Furniture)	\$15,000
From:	403-433666812 (Building and Structures)	\$10,000
To:	403-433666221 (Recreational Items)	\$10,000
From:	403-433666812 (Building and Structures)	\$15,000
To:	403-433666242 (Computer/Printers)	\$15,000
From:	403-433666812 (Building and Structures)	\$18,125
To:	403-433666246 (Office Furniture)	\$18,125

Government

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Jackson for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Jackson in paying costs associated with the local project (hereinafter the "Project") specified in Section 43 of Senate Bill 2071, 2021 Regular Legislative Session, Laws of 2021 (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed \$125,000.00 for the Project (the "Grant Funds"). (PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)

RECITALS

WHEREAS, the Act establishes the 2021 Tougaloo Senior Center Fund for the purpose of providing funds to the City of Jackson to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the City of Jackson shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the 2021 Tougaloo Senior Center Fund for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the City of Jackson to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Jackson agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Jackson agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the City of Jackson agrees to provide quarterly reports to the DFA that summarize the expenditures of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds,

1

summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Jackson that the Grant Funds on deposit in the 2021 Tougaloo Senior Center Fund for the City of Jackson should be disbursed to City of Jackson and that the City of Jackson shall directly administer the expenditures of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse the Grant Funds from the 2021 Tougaloo Senior Center Fund upon the written request of the City of Jackson to pay the costs associated with the Project.

SECTION 3. The City of Jackson certifies and agrees to use all Grant Funds received from the 2021 Tougaloo Senior Center Fund solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the City of Jackson to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

SECTION 4. The City of Jackson agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the City of Jackson to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

SECTION 5. The City of Jackson agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the City of Jackson agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

SECTION 6. The City of Jackson agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

SECTION 7. The City of Jackson agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the 2021 Tougaloo Senior Center Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant Funds have been expended solely for the costs of the Project as authorized and provided by the Act.

2



**SECTION 8.** The City of Jackson agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

**SECTION 9.** The City of Jackson agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

**SECTION 10.** All notices or information pursuant to this Grant shall be provided as follows:

City of Jackson  
Attn: Chelove Anter Lumbumba, Mayor  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Phone: 601-960-1137  
Email: [shercity@city.jackson.ms.us](mailto:shercity@city.jackson.ms.us)

Department of Finance and Administration  
Attention: Bond Advisory Division  
504 North West Street, Suite 1301A  
Jackson, Mississippi 39201  
Phone: (601) 359-3402  
Fax: (601) 359-2485  
Email: [BondAdvisory@dfajackson.org](mailto:BondAdvisory@dfajackson.org)

**SECTION 11.** This GRANT shall be effective from and after the final signature date.

**IN WITNESS WHEREOF,** the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By:  \_\_\_\_\_ Date: 12/19/21

CITY OF JACKSON  
By:  \_\_\_\_\_ Date: 11-23-21

**EXHIBIT A**

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE NINE (9) BUSINESS CLASS SERVICE ORDER AGREEMENTS TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AT BATTLEFIELD COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER, CHAMPION GYMNASIUM, KURT’S GYMNASIUM, MEDGAR EVERS GYMNASIUM, SYKES GYMNASIUM, AND WESTSIDE GYMNASIUM, NECESSARY FOR THE INSTALLATION OF SECURITY CAMERAS.**

WHEREAS, Section 21-17-3 of the Mississippi Code vests the care, management, and control of municipal affairs and properties in the governing authorities of municipalities; and

WHEREAS, the City of Jackson has multiple gymnasiums and community centers managed by the Department of Parks and Recreation as follows: (1) Battlefield Community Center (2) Grove Park Community Center (3) Jayne Avenue Community Center (4) Vergy P. Middleton Community Center; (5) Champion Gymnasium; (6) Kurt’s Gymnasium; (7) Sykes Gymnasium; (8) Medgar Evers Gymnasium; and (9) Westside Gymnasium; and

WHEREAS, the safeguarding of municipal property and patrons is of paramount concern to the Department of Parks and Recreation; and

**WHEREAS**, installing high speed internet service with Wi-Fi capability will facilitate the installation of a security system that includes cameras and is recommended; and

**WHEREAS**, the Department of Parks and Recreation had discussion with a representative of Comcast concerning the feasibility of installing high speed internet with Wi-Fi at the aforementioned named facilities; and

**WHEREAS**, Comcast submitted a package proposal known as the Data, Security Edge Package for each of the sites at the monthly rate of \$120.00 per month for each location; and

**WHEREAS**, in addition to the monthly charge of \$120.00, an additional charge of \$24.95 per month for static IP and equipment fee of \$19.95 per month applies for each location; and

**WHEREAS**, the total monthly charges per location is \$164.90; and

**WHEREAS**, in addition to the monthly charge, there is a one-time professional installation charge of \$129.95 for each location; and

**WHEREAS**, the term of the agreement will be for a period of 24 months; and

**WHEREAS**, in addition to the Service Order Agreement containing the aforementioned provisions, the agreement with Comcast also consists of a Business Services Customer Terms and Conditions and any jointly executed amendments entered under the Agreement; and

**WHEREAS**, the Office of the City Attorney retrieved the Business Services Customer Terms and Conditions located at <https://business.comcast.com/terms-conditions-smb> and reviewed same; and

**WHEREAS**, the Office of the City Attorney recommends that the following provisions be deleted from the Terms and Conditions: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 2 Provision 3.9*; (c) *Article 4 Provision 4.2*; (d) *Article 6 Provisions 6.1, 6.2, and 6.6*; (e) *Article 7 Provision 7.1, 7.2*, (f) *Article 7A all provisions*; and

**WHEREAS**, the Office of the City Attorney has recommended that the aforementioned provisions be deleted because they either are prohibited by the laws of the State of Mississippi or are not in the best interest of the City; and

**WHEREAS**, the total cost of the service for *each location* is as follows: (Regulatory recovery fee and other applicable charges extra and subject to change.)

<b>Months 1 – 24</b>			
	<b>Qty.</b>	<b>Price</b>	<b>TOTAL</b>
Data Package (Business Internet 300 Plus)	9	\$120.00	<b>\$1,080.00</b>
Business Internet - Static IP-5	9	\$24.95	<b>\$224.55</b>
Equipment Fee – Package Equipment Fee	9	\$19.95	<b>\$179.55</b>
Sub-Total Equipment & Additional Services.....		\$44.90	<b>\$413.10</b>
<b>Total Monthly Service Charge.....</b>		<b>\$164.90</b>	<b>\$1,484.10</b>

<b>Non-Recurring Charges</b>		
	<b>Qty.</b>	<b>Price</b>
Professional Installation	9	\$129.95
<b>Total Charges.....</b>		<b>\$1,169.55</b>

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute nine (9) separate agreements for the installation of high speed internet furnished by Comcast at (1) Battlefield Community Center (2) Grove Park Community Center (3) Jayne Avenue Community Center (4) Vergy P. Middleton Community Center; (5) Champion Gymnasium; (6) Kurt’s Gymnasium; (7) Sykes Gymnasium; (8) Medgar Evers Gymnasium; and (9) Westside Gymnasium.

**IT IS, THEREFORE, ORDERED** that a one -time professional installation fee of \$129.95 per site or location may be paid. The total professional installation fees paid shall not exceed \$1,169.55.

**IT IS, THEREFORE, ORDERED** that a monthly service charge of \$164.90 per location may be paid. The total monthly service charges for the installation of high speed internet at the nine (9) locations shall not exceed \$1,484.10.

**IT IS, THEREFORE, ORDERED** that the following provisions of the Terms and Conditions document be amended to delete the following provisions: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 2 Provision 3.9*; ( c) *Article 4 Provision 4.2*; ( d) *Article 6 Provisions 6.1, 6.2, and 6.6*; ( e) *Article 7 Provision 7.1, 7.2*, (f) *Article 7A all provisions*;

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Service Order Agreements for each of the nine (9) locations where high speed internet service will be installed.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an Amendment to the Terms and Condition’s document which confirms the deletion of the provisions referenced for each of the applicable nine (9) locations.

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

-----

**President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

-----

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

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

\*\*\*\*\*

**ORDER INCREASING THE HOURLY RATE OF COMPENSATION FOR SCOREKEEPERS, REFEREES, AND UMPIRES IN THE DEPARTMENT OF PARKS AND RECREATION.**

**WHEREAS**, the Department of Parks and Recreation Athletics Division has athletic programming where it engages scorekeepers, referees, and umpires to provide services; and

**WHEREAS**, the scorekeepers, referees, and umpires are not employees of the City of Jackson but are independent contractors; and

**WHEREAS**, the hourly rate of compensation paid to scorekeepers and sports official was last established by the governing authorities for the City of Jackson on March 3, 2020; and

**WHEREAS**, the action taken by the governing authorities on March 3, 2020 appears in Minute Book 6Q at Page 552-553; and

**WHEREAS**, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for scorekeepers at \$9.50; and

**WHEREAS**, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for undefined sports officials to be \$20.50; and

**WHEREAS**, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for undefined youth baseball officials to be \$22.50; and

**WHEREAS**, the Department of Parks and Recreation believes that the best interest of the City of Jackson would be served by increasing the hourly rate of compensation for scorekeepers; and

**WHEREAS**, the Department of Parks and Recreation also believes that the best interest of the City of Jackson would be served by creating a uniform hourly rate of compensation and increasing the rate of compensation for all sports officials without reference to adult or youth programs; and

**WHEREAS**, sports officials are defined as referees and umpires; and

**WHEREAS**, the Department of Parks and Recreation recommends that the compensation of scorekeepers be increased by \$1.50 from \$9.50 to \$11.00; and

**WHEREAS**, the Department of Parks and Recreation recommends that the compensation of the identified sports officials be uniform and set at \$25.00 per hour; and

**WHEREAS**, the Department of Parks and Recreation Athletics Division holds youth basketball, adult male basketball (18 and older), and adult male basketball (35 and older), twice a year; and

**WHEREAS**, the Department of Parks and Recreation Athletics Division holds youth baseball, youth flag football, adult softball, and women's' basketball, once a year; and

**WHEREAS**, the Department of Parks and Recreation Athletics Division has decided to decrease the youth and all adult male basketball leagues to once a year; and

**WHEREAS**, the decrease in youth and adult male basketball will allow for the increase in hourly pay rates for scorekeepers and sports officials; and

**WHEREAS**, the Department of Parks and Recreation Athletics Division is requesting the increase in hourly pay rate for scorekeepers and sports officials for a period of three (3) years.

**IT IS, THEREFORE, ORDERED** that the hourly compensation of scorekeepers be increased from \$9.50 to \$11.00 per hour.

**IT IS, THEREFORE, ORDERED** that the hourly compensation of the defined sports officials be uniform and established at \$25.00 per hour.

**IT IS, THEREFORE, ORDERED** that the hourly rates of compensation set forth in this order are subject to the Department of Parks and Recreation decreasing the youth and adult male basketball league to once a year.

**IT IS, THEREFORE, ORDERED** that the effective date of the compensation change shall be thirty (30) days following the approval of this order and subject to the decrease in youth and adult male basketball league implementation.

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

-----

**President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

-----

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

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE REDEEMER'S SCHOOL INC. TO UTILIZE DRIVING RANGE AND PUTTING GREENS OF THE PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code of 1972 as amended states that the governing authorities of every municipality of the state shall have the care, management, and control of the municipal affairs and its property and finances; and

**WHEREAS**, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010 stated that a municipality may authorize the use of municipal facilities or property so long as a uniform use policy in existence for such use and provided the policy passes constitutional muster and is applied consistently to all individuals or groups using the space in the facilities; and

**WHEREAS**, the City of Jackson has a public golf facility known as the Pete Brown Golf Facility; and

**WHEREAS**, the City of Jackson has a policy which does not charge admission to youths age 17 and under for use of the Pete Brown Golf Facility; and

**WHEREAS**, The Redeemer's School Inc., is a non-profit corporation created on May 22, 2014 and is in good standing according to information appearing on the Mississippi Secretary of State's website; and

**WHEREAS**, The Redeemer's School Inc., has youths under age 17 interested in or participating in its golfs programming; and

**WHEREAS**, The Redeemer's School Inc., approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the Pete Brown Golf Facility on Tuesdays and Thursdays from 3:30 p.m. to 5:00 p.m.; and

**WHEREAS**, The Director of the Department of Parks and Recreation has evaluated the The Redeemer's School Inc's request and determined that preference for use of the putting greens and driving range will not substantially impact use by fee paying patrons of the facility; and

**WHEREAS**, The Redeemer's School Inc., will release, indemnify and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of the use of the Pete Brown Golf Facility; and

**WHEREAS**, The Redeemer's School Inc., will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the facilities; and

**WHEREAS**, The Redeemer's School Inc. will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage; and

**WHEREAS**, The Redeemer's School Inc.'s use of the facility will be non-exclusive; and for a limited period commencing March 1, 2023 and ending on May 5, 2023; and

**WHEREAS**, The Redeemer's School Inc. will not be required to pay fees for use of the facility's on Tuesday and Thursdays from 3:30 p.m. to 5:00 p.m. consistent with municipal policy which does not charge fees to youths age 17 and under; and

**WHEREAS**, the best interest of the City of Jackson would be served by allowing use of the Pete Brown Golf Facility as indicated because the use promotes the facility and encourages patronage by adults responsible for supervising the youth's activities.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an agreement with The Redeemer's School Inc. for use of the Pete Brown Golf Facility putting greens and driving range on Tuesdays and Thursdays from 3:30 p.m. – 5:00 p.m. for a limited period commencing on March 1, 2023 and ending May 5, 2023.

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER INCREASING THE HOURLY RATE OF COMPENSATION FOR LIFEGUARDS AND POOL MANAGERS IN THE DEPARTMENT OF PARKS AND RECREATION.**

**WHEREAS**, the Department of Parks and Recreation Athletics Division has aquatic programming where it engages lifeguards and pool managers to provide services; and

**WHEREAS**, the lifeguards and pool managers are seasonal employees of the City of Jackson; and

**WHEREAS**, the hourly rate of compensation paid to the lifeguards and pool managers was last established by the governing authorities for the City of Jackson on December 18, 2018; and

**WHEREAS**, the action taken by the governing authorities on December 18, 2018 appears in Minute Book 6O at Page 236; and

**WHEREAS**, the December 18, 2018 action of the governing authorities established the hourly rate of compensation for lifeguards at \$12.50; and

**WHEREAS**, the December 18, 2018 action of the governing authorities established the hourly rate of compensation for pool managers to be \$15.50; and

**WHEREAS**, the Department of Parks and Recreation believes that the best interest of the City of Jackson would be served by increasing the hourly rate of compensation for the lifeguards and pool managers; and

**WHEREAS**, the Department of Parks and Recreation recommends that the compensation of the lifeguards be increased by \$5.00 from \$12.50 to \$17.50; and

**WHEREAS**, the Department of Parks and Recreation recommends that the compensation of the pool managers be increased by \$5.00 from \$15.50 to \$20.50 per hour; and

**WHEREAS**, the Department of Parks and Recreation Athletics Division holds aquatic programming yearly, during the months of May through August.

**IT IS, THEREFORE, ORDERED** that the hourly compensation of the lifeguards be increased from \$12.50 to \$17.50 per hour.

**IT IS, THEREFORE, ORDERED** that the hourly compensation of the pool managers be increased from \$15.50 to \$20.50 per hour.

**IT IS, THEREFORE, ORDERED** that the hourly compensation for the lifeguards and pool managers be paid from account number 005-501.80-6112.

**IT IS, THEREFORE, ORDERED** that the effective date of the compensation change shall be thirty (30) days following the approval of this order.

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

-----

**President Foote** recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

-----

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).**

**WHEREAS**, the City of Jackson, Mississippi (“City”), determined that it was in the City’s best interest to seek a professional company for site design, engineering, and project management services for bus shelters, bus stop signs and associated improvements; and

**WHEREAS**, on June 11, 2019, Minute Book 6P, pages 265-266, the governing authorities authorized the Mayor to execute an agreement with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$88,309.92; and

**WHEREAS**, on August 4, 2020, Minute Book 6R, pages 379-380, the governing authorities authorized the Mayor to execute Extension#1 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$68,394.32; and

**WHEREAS**, on August 17, 2021, Minute Book 6T, pages 425-426, the governing authorities authorized the Mayor to execute Extension#2 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$44,180.24; and

**WHEREAS**, on July 5, 2022, Minute Book 6V, pages 275-276, the governing authorities authorized the Mayor to execute Extension#3 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$44,180.24; and

**WHEREAS**, due to delays in acquiring the bus stop improvement construction contract and material supply and delivery delays, Michael Baker International experienced a delay in providing project management and final project closeout; and

**WHEREAS**, there is \$44,180.24 remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

**WHEREAS**, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Michael Baker International until the bus stop improvement project is completed; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus improvement project, with no change in the scope of work or the original cost.

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorize the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus stop improvement project for an additional three (3) months expiring on April 30, 2023.

**IT IS FURTHER ORDERED** that the Transit Division is authorized to pay Michael Baker International the \$44,180.24 remaining from the original contract to complete the bus stop improvement project under the same terms and conditions as the original contract.

---

Council Member Grizzell moved adoption; Vice President Lee seconded.

-----

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

-----

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE NLC ENTREPRENEURSHIP INCLUSION AND NLC KIVA MICROLENDING.**

**WHEREAS**, the City of Jackson’s Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

**WHEREAS**, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

**WHEREAS**, the National League of Cities Institute (NLCI) NLC Entrepreneurship Inclusion and NLC KIVA Microlending are available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

**WHEREAS**, the City of Jackson can apply on February 1, 2023 until March 31, 2023, to receive fifteen thousand dollars (\$15,000.00) for project planning from NLC Entrepreneurship Inclusion and fifteen thousand dollars (\$15,000.00) for NLC KIVA Microlending to build a platform for microlending in our community to serve entrepreneurs without access to traditional financing; and

**WHEREAS**, the City will be required to share data with NLC Entrepreneurship Inclusion and NLC KIVA Microlending to support its initiative goals, which include completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the National League of Cities all-city Summit, and convening a group of partners interested in growing Jackson’s economy, creating job growth, and creating economic revitalization throughout Jackson’s neighborhoods; and

**WHEREAS**, the City of Jackson finds it reasonable to partner with NLC-NLC Entrepreneurship Inclusion and NLC KIVA Microlending to share and exchange resources, thus enhancing the effectiveness of the OED and how we provide resources to our business community.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding (MOU) with the National League of Cities Institute to apply for and accept grant funds in an amount not to exceed thirty thousand dollars (\$30,000.00) for participation in the NLC Entrepreneurship Inclusion Program and NLC KIVA Microlending Program.

Council Member Grizzell moved adoption; Council Member Banks seconded.

-----



President Foote recognized **Chloe Dotson, Director of Planning and Development,** and **Michael Davis, Manager of the Business Development Division,** who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH POWERTEL/MEMPHIS, INC. F/K/A T-MOBILE SOUTH LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT SIX TOWER SITES WITHIN THE CITY OF JACKSON.**

**WHEREAS,** Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS,** Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS,** the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with Powertel/Memphis, Inc., a Delaware corporation f/k/a T-Mobile South LLC, a Delaware limited liability company that will modify T-Mobile’s equipment and increase the monthly license fees at the towers located at 3792 I-55 South Frontage Road, 5383 Watkins Drive, 1921 West Northside Drive, 4943 Clinton Boulevard, 2437 McFadden Road, also 1242 Wiggins road; and

**WHEREAS,** T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 12/ Site#5 Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Twenty and 50/100th Dollars (\$220.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS,** T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 15/Site#19 Tower:

- c) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Twenty-Five and 50/100th Dollars (\$225.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- d) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS,** T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 21/ Site#8 Tower:

- e) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Three Hundred and 00/100th Dollars (\$300.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

f) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at (HICO) Site#13 Tower:

g) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Three Hundred Sixty-Eight and 50/100th Dollars (\$268.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

h) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at FS 24/Site#11 Tower:

i) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Eighty-Five and 00/100th Dollars (\$285.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

j) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at (SAVANNAH Exit90A)/ Site#16 Tower:

k) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Three Hundred and 00/100th Dollars (\$300.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

l) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 12 Tower/ Site#5, located at 2437 McFadden Road, Jackson, Hinds County, Mississippi, 39204.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 15 Tower/Site#19, located at 4943 Clinton Boulevard, Jackson, Hinds County, Mississippi, 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at FS 21 Tower/ Site#8, located at 5383 Watkins Drive, Jackson, Hinds County, Mississippi, 39206.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at Site#13, located at 1921 West Northside Drive, Jackson, Hinds County, Mississippi, 39213.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 24 Tower/ Site#11, located at 1242 Wiggins Road, Jackson, Hinds County, Mississippi, 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at (SAVANNAH Exit90A)/ Site#16, located at 3792 I-55 South Frontage Road, Jackson, Hinds County, Mississippi, 39212.

**IT IS FURTHER ORDERED** that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

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

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

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

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF ADDITIONAL LTE ANTENNAS.**

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with New Cingular Wireless PCS, LLC, a Delaware limited liability company, to install additional LTE antennas to cell tower site located at 1942 Canton Mart; and

**WHEREAS**, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319, has proposed the following provisions for the tower located at 1942 Canton Mart (Site# 6/FS 17):

- a) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Thirteen and 00/100th Dollars (\$213.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A-8 attached hereto and incorporated herein by reference.

**WHEREAS**, all covenants, terms, and obligations of th agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to amend the eighth Antenna Site License Agreement for the property located at 1942 Canton Mart (Site# 6/ FS 17), Jackson, Hinds County, Mississippi, 39211.

**IT IS FURTHER ORDERED** that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.

Council Member Hartley moved adoption; Council Member Banks seconded.

-----  
President Foote recognized Muriel Reid, Director of Information Technology, and AKeith Harris, Telecommunications Manager who provided a brief overview of said item.  
-----

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION.**

**WHEREAS**, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

**WHEREAS**, the USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

**WHEREAS**, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

**WHEREAS**, the USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023; and

**WHEREAS**, the City of Jackson previously contracted with Cooke Douglass Farr Lemons (“CDFL”) to produce a scope of work for Thalia Mara Hall; and

**WHEREAS**, the City recently contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

**WHEREAS**, the City has authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

**WHEREAS**, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

**WHEREAS**, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

Vendor	Services/Materials	Amount
Capital Air Balance	1) Air handling units 1 and 2: Check out controls operations, including chilled/heating	

	water control valves, hot deck/cold deck dampers and actuators, return/outside air dampers and actuators. 2) Dual-duct air terminal units: Check out controls operations for mixing dampers and actuators. 3) Boilers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks.	\$3,500.00
Priority Exterior Cleaning, LLC	1) Building Exterior Cleaning: Eradicate mold, mildew, algae, dirt dauber nest, and cobwebs from the buildings exterior using our soft washing method and industrial cleaning solutions, this will be followed by a controlled pressure rinse to ensure that no damage is done to the exterior surfaces of the buildings. Lift rental is factored into this price 2) Sidewalk/walkway: Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process. Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces. Post treatment we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will the concrete a brighter finish	\$14,600.00
Adam Evans Waterproofing Co., Inc.	Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony: Remove existing exterior site sealant. Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install BASF's SL-1 urethane sealant at prepared exterior site sealant joints.	\$46,189.00
	Grand Total	\$64,289.00

**IT IS, THEREFORE, ORDERED** that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.

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

-----

**President Foote** recognized **Terry Williamson, Legal Counsel**, who recommended an amendment to said item to add attachments mentioned in order.

-----

**Council Member Lindsay** moved; seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **Terry Williamson, Legal Counsel**. The motion prevailed by the following votes:

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

Nays – None.

Absent – Stokes.

-----

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

**ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION.**

**WHEREAS**, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

**WHEREAS**, the USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

**WHEREAS**, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

**WHEREAS**, the USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023; and

**WHEREAS**, the City of Jackson previously contracted with Cooke Douglass Farr Lemons (“CDFL”) to produce a scope of work for Thalia Mara Hall; and

**WHEREAS**, the City recently contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

**WHEREAS**, the City has authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

**WHEREAS**, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

**WHEREAS**, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

Vendor	Services/Materials	Amount
Capital Air Balance	1) Air handling units 1 and 2: Check out controls operations, including chilled/heating	

water control valves, hot deck/cold deck dampers and actuators, return/outside air dampers and actuators. 2) Dual-duct air terminal units: Check out controls operations for mixing dampers and actuators. 3) Boilers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks.

\$3,500.00

Priority Exterior  
Cleaning, LLC

1) Building Exterior Cleaning: Eradicate mold, mildew, algae, dirt dauber nest, and cobwebs from the buildings exterior using our soft washing method and industrial cleaning solutions, this will be followed by a controlled pressure rinse to ensure that no damage is done to the exterior surfaces of the buildings. Lift rental is factored into this price  
2) Sidewalk/walkway: Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process. Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces. Post treatment we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will the concrete a brighter finish

\$14,600.00

Adam Evans  
Waterproofing Co., Inc.

Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony:  
Remove existing exterior site sealant.  
Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints.  
Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints.  
Perform preparation in accordance with manufacturer's instructions and install BASF's SL-1 urethane sealant at prepared exterior site sealant joints.

\$46,189.00

Grand Total

\$64,289.00

**IT IS, THEREFORE, ORDERED** that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.

DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE

I. REQUEST

The City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"). The USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023. The 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi.

The USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement.

Today, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

As a result, I am requesting the procurement of the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation, pursuant to Section 31-7-13 (j) of the Mississippi Code Annotated of 1972, as amended.

Page 2  
January 30, 2023

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

  
Robert Lee, P.E.  
City Engineer and Interim Director

3/9/23  
DATE

II. REVIEWED AND APPROVED

  
Torri Martin  
City Attorney

3/9/23  
DATE

  
Louis Wright  
Chief Administrative Officer

3/9/23  
DATE

  
Fidelis Malambela  
Chief Financial Officer

3/9/23  
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that present physical condition of the City of Jackson Arts Center constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for the construction services and materials necessary to make the repairs and renovations identified by the two architectural firms and Benchmark Construction Corporation are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective February 28, 2023.

  
CHOKWE A. LUMUMBA  
Mayor

3/9/23  
DATE





March 3, 2023

Caecilia P. Martin  
City Attorney  
City of Jackson, MS  
Post Office Box 2773  
Jackson, MS 39207

Re: HVAC Investigative Work at Arts Center of Mississippi

Dear Ms. Martin:

Please find attached a proposal from Capital Air Balance in the amount of \$3,500.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

*David Marsh*  
David Marsh,  
President

Accepted by: *Caecilia P. Martin*  
City of Jackson, Mississippi

1827 Crown Ridge Dr., Suite 200-A, Jackson, MS 39216 - P.O. Box 39177 Jackson, MS 39206-1177  
Phone 601-352-8110 - Fax 601-352-8873 - www.benchmarkms.com



208 WEST CUMBERLAND AVENUE P.O. BOX 967  
TERRY, MISSISSIPPI 39178  
OFFICE: 601-878-6781 FAX: 601-878-6728  
E MAIL: [jtodd@capitalairbalance.com](mailto:jtodd@capitalairbalance.com)

To: HESMBA Consulting Engineers  
Attn: Will Kirby  
Date: 3/3/2023  
Pages: 1 of 1  
Re: Bid Price for:  
Arts Center of Mississippi  
Jackson, MS

From: Danielle Wilson  
Administrative Assistant  
Fax:  
Phone: 601-856-5138  
Cell:  
E Mail: [wd1@hessmba.com](mailto:wd1@hessmba.com)

Comments:

We propose to perform the following tasks per scope received from Will Kirby - 1) Air handling units 1 and 2: Check out controls operations, including chilled/heating water control valves, hot/cold/cold check dampers and actuators, return/outside air dampers and actuators. 2) Duct-duct air terminal units: Check out controls operations for mixing dampers and actuators. 3) Boilers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks, for the price quoted below:

Price-----\$3,500.00

If further clarification or explanation is needed, please do not hesitate to contact us.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.

Quote is valid for 90 days from the above date and based on the assumption that a contract document can be negotiated. Any contractual duty to indemnify, defend, and hold harmless the Contractor, Owner, Architect, or their agents will not include any right to indemnify where the indemnified party's negligence is a proximate cause of injury to persons or property. Price based on signing a written contract document between the prime contractor and subcontractor.



March 7, 2023

Cecilia P. Martin  
 City Attorney  
 City of Jackson, MS  
 Post Office Box 2779  
 Jackson, MS 39207

Re: Theba Mars - Pressure Cleaning

Dear Ms. Martin:

Please find attached a proposal from Priority Exterior Cleaning in the amount of \$14,600.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

*David Marsh*  
 David Marsh,  
 President

Accepted by: *Chad...*  
 City of Jackson, Mississippi

1887 Crane Ridge Dr., Suite 300-A, Jackson, MS 39218 • P.O. Box 31177, Jackson, MS 39206-1177  
 Phone 601-352-8310 • Fax 601-352-8812 • www.benchmark.com

Estimate #EST-01509

3/7/23, 9:57 AM

Priority Exterior Cleaning, LLC  
 (601) 966-0731

Estimate# EST-01509

ESTIMATE  
 # EST-01509

PDF  
[https://www.meritdata.com/public/proposal/estimates/01509/01509.pdf](#) Print  
[https://www.meritdata.com/public/proposal/estimates/01509/01509.pdf](#)



**\$14,600.00**

**FROM:**  
 Priority Exterior Cleaning, LLC  
 301 Royal Road Circle  
 Flowood, MS, 39088  
 Email: [info@priorityexteriorcleaning.com](mailto:info@priorityexteriorcleaning.com)  
 Phone: (601) 966-0731

**Estimate Date:** Mar 07, 2023  
**Expiry Date:** Apr 04, 2023

**TO:**  
 David Marsh  
 Theba Mars Hall  
 Jackson, MS, 39207  
 Phone: (601) 494-8812

**JOB LOG#00002**  
 David Marsh  
 Theba Mars Hall  
 Jackson, MS, 39207  
 Phone: (601) 494-8812

- 0 Services** **Total**
- 1 Building Exterior Cleaning **\$14,600.00**

Exterior wall, window, signs, and double doors and entrance from the building exterior using our most powerful chemical and industrial cleaning solutions, this will be followed by a mechanical pressure rinse to ensure that no damage is done to the exterior surfaces of the building.

All work to be covered into this price

- 2 Stain/Spill/Restore **\$0.00**

Perform all concrete surfaces to be cleaned with our cleaning solution. This will help get any mold, efflorescence or algae, and will also help get the surface which will aid in keeping the cleaning process.

Surface stain concrete surfaces with our hot water treatment to effectively remove mold, efflorescence, and dirt from the surfaces.

Post treatment we will then apply our concrete brightening solution which will seal the porous surface in the concrete and lift off any remaining mold, efflorescence, and dirt.

<https://www.meritdata.com/public/proposal/estimates/01509/01509.pdf>

Page 1 of 2

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 14, 2023 10:00 A.M.

759

Invoice #887-01000

03/14/23, 01:07 AM

View the invoice in English (USA)

Balance \$14,000.00

Amount Paid \$0 \$14,000.00

Accepted payment methods

Cash, Check

Invoice

Thank you for the opportunity to quote this project. We look forward to serving your business.

Business powered by [Markate.com](https://www.markate.com/)

Powered by **MARKATE** (<https://www.markate.com/>)

<https://www.markate.com/invoice/887-01000>

Page 1 of 1



March 7, 2023

Cecilia P. Martin  
City Attorney  
City of Jackson, MS  
Post Office Box 2778  
Jackson, MS 39207

Re: Thalia More - Sealants

Dear Ms. Martin:

Please find attached a proposal from Adam Evans Waterproofing Co., Inc. in the amount of \$46,189.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,  
President

Accepted by:   
City of Jackson, Mississippi

1827 Orenco Plaza Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39208-1177  
© 2023 BNC, LLC • 1-800-887-1177 • [www.benchmarkconstruction.com](https://www.benchmarkconstruction.com)



**ADAM EVANS WATERPROOFING CO., INC.**  
P.O. Box 1325 / Brandon, Mississippi 39043  
Telephone (601) 708-0412  
Fax (601) 706-0413

February 28, 2023

Mr. Max Marsh  
Benchmark Construction  
1867 Crane Ridge Dr. #200A  
Jackson, MS 39216

RE: Thalia Mara Hall, Jackson, Mississippi  
Partial site sealant repair proposal

Mr. Marsh,

Attached, please find one site photo indicating the intended work area. Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony:

- 1) Remove existing exterior site sealant.
- 2) Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints.
- 3) Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints.
- 4) Perform preparation in accordance with manufacturer's instructions and install BASF's SL-1 urethane sealant at prepared exterior site sealant joints.

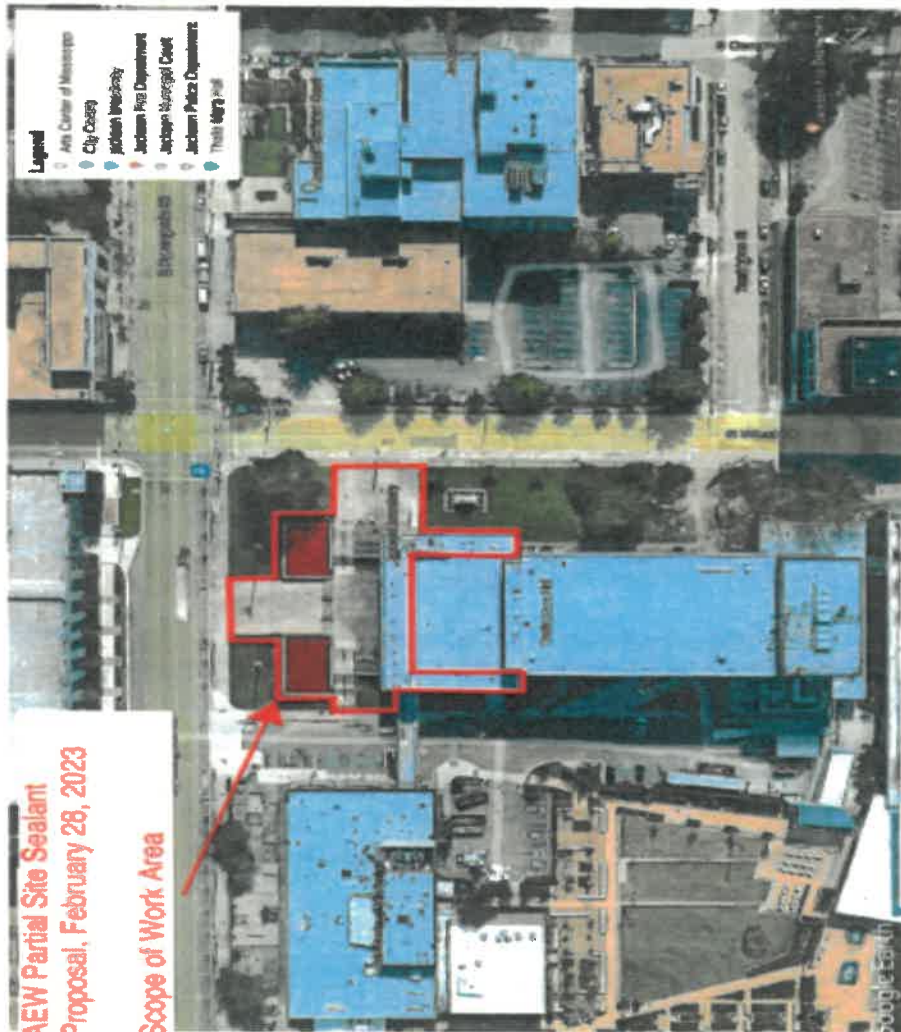
**Price: \$ 46,152.00**

Mr. Max Marsh  
February 28, 2023  
Page 2

Sealant colors to be selected from manufacturer's standard color charts. We appreciate the opportunity to offer this quotation. If there are any questions, please call.

Sincerely,

  
Sean Dunne



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

\*\*\*\*\*

**ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER LATERAL LINE REPAIR WORK AT 350 MEADOWBROOK ROAD.**

**WHEREAS**, a sanitary sewer lateral line that serves a business at 350 Meadowbrook Road failed after the street was resurfaced but before the project was accepted resulting in cracked asphalt; and

**WHEREAS**, because the failure occurred during a federal-aid transportation which requires the City to ensure that the project is completed, the City needs to hire a contractor to make a point repair and repair the resurfaced street prior to final inspection of the federal aid project; and

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

**WHEREAS**, pursuant to the emergency procurement process, a contract was executed with Hemphill Construction Company, Inc. for an amount not to exceed \$20,000.00, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract Hemphill Construction Company, Inc. for an amount not to exceed \$20,000.00 for sanitary sewer lateral repair work at 350 Meadowbrook Road is ratified.

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

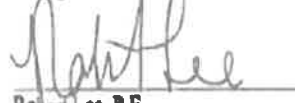
**I. REQUEST**

The City recently let a road resurfacing project for a portion of Meadowbrook Road. During construction, the sewer lateral serving a business at 350 Meadowbrook Road within the limits of the project failed causing the new asphalt to crack over top of the failure point. Due to the nature of the funding source, these repairs cannot be added to the project as a change order.

City staff cannot make the repairs in time to avoid a delay in the resurfacing project. Consequently, in order to avoid a costly delay in the road resurfacing project, I am requesting that this sewer lateral failure within the limits of the road resurfacing project be declared an emergency. This will allow the road resurfacing contractor to make the point repair and street repair at an estimated cost of \$20,000.00 and avoid delaying the road resurfacing project.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contract to make repairs to the sewer line near 350 Meadowbrook Road, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

I have attached a memorandum as background information to assist in your determination that an emergency exists. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below:

  
Robert Lee, P.E.  
Interim Director, Department of Public Works

2/21/2023  
DATE

**II. REVIEWED AND APPROVED**

  
Torri Martin  
City Attorney

2/22/23  
DATE

\_\_\_\_\_  
Fidelis Malombeta  
Chief Financial Officer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Louis Wright  
Chief Administrative Officer

\_\_\_\_\_  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine that the sewer lateral failure in the vicinity of 350 Meadowbrook Road, which is within the limits of an ongoing street resurfacing project constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the sewer lateral line at 350 Meadowbrook Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 21, 2023.

  
CHOKWE A. LUMUMBA  
Mayor

2/22/23  
DATE

CONTRACT

This Contract, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and ~~Thompson Construction Company, Inc.~~ located in Jackson, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the Hoodenbrook Road Sewer Emergency Repair Project and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (If any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the January 24, 2023 Point Repair Quote, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Twenty thousand & no/100 Dollars (\$ 20,000.00 ), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the

02/24/2023

nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twenty thousand and no/100 dollars (\$ 20,000.00 ).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twenty thousand and no/100 dollars (\$ 20,000.00 ).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this

02/24/2023

Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be cancelled by the OWNER for reason set forth in Section 6.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guarantee the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)

02/24/2023

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

REDFIELD CONSTRUCTION COMPANY, INC.  
CONTRACTOR

BY *Chhatrapati*  
Mayor

By: *Richard A. Bala*  
Richard A. Bala, President

ATTEST *Angela Harris*  
City Clerk

ATTEST *Mary Beth Harrison*  
Mary Beth Harrison, Secretary



(Seal)

02/24/2023



**CORPORATE CERTIFICATE**

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Richard A. Bala who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

*Mary Beth Harrison*  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Seal

4924/2023

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain repair services and parts necessary for the operation and maintenance of city vehicles and equipment used by the Department of Public Works; and

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

WHEREAS, the repair services and purchase of parts set forth in certain invoices attached hereto were provided to the Municipal Garage for repairs to various Department of Public Works vehicles, and said repairs have been completed.

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

Clarke Power Services	\$ 2,287.71
Empire Truck Sales, LLC	\$ 7,629.08
<b>Total</b>	<b>\$ 9,916.79</b>

Vice President Lee moved adoption; Council Member Grizzell seconded.

-----

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

-----

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

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

\*\*\*\*\*

**ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT OF W.E. BLAIN & SONS, INC. AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE STATE STREET RESURFACING PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077.**

WHEREAS, the City of Jackson entered into a contract for the construction of the State Street Resurfacing Project with W.E. Blain & Sons, Inc.; and

WHEREAS, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel after which the contractor was released all maintenance after all punch list items had been completed; and the Surety, Liberty Mutual Insurance Company has authorized release and payment of all monies due under this contract; and

WHEREAS, the final payment of \$10,252.16 results in a final project cost of \$945,445.15, a decrease of \$134,315.80 due to underrun of various quantities; and

WHEREAS, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$10,252.16 be issued to Hemphill Construction Company, Inc. for the State Street Resurfacing Project (Sheppard Road to Briarwood Drive), Federal Aid Project STP-6928-00(015) LPA/108077.

IT IS FURTHER ORDERED that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the State Street Resurfacing Project (Sheppard Road to Briarwood Drive), Federal Aid Project STP-6928-00(015) LPA/108077.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Vice President Lee moved adoption; Council Member Banks seconded.

-----

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

-----

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

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC FOR SANITARY SEWER LINE CLEANING AND CAMERAWORK.**

**WHEREAS**, the City has need for sanitary sewer evaluation survey (SSES) consisting of sanitary sewer line cleaning and camera work to help alleviate sewer chokes and clogs and identify potential more complex issues causing sewer line chokes and clogs City-wide; and

**WHEREAS**, Compliance Envirosystems, LLC has submitted a proposal to perform SSES services for the City of Jackson; and

**WHEREAS**, Compliance Envirosystems, LLC has previously contracted with the City to provide these services to assist the City in addressing sanitary sewer overflows; and

**WHEREAS**, the Department of Public Works found the previous work to be extremely beneficial and was satisfied with Compliance Envirosystems, Inc's performance of the services; and

**WHEREAS**, the proposed scope of work for this project submitted by Compliance Envirosystems, LLC includes providing equipment and labor to perform sanitary sewer investigative work, reporting to the Department of Public Works or designee for all work orders and directives; and

**WHEREAS**, the deliverables that CES will generate will be as follows:

COMPLIANCE ENVIROSYSTEMS, LLC will submit the standard electronic deliverable (all inspection videos, a database including coding information, and inspection reports) on an external USB 3.0 hard drive and these electronic deliverable will contain a Pipeline Assessment Certification Program (PACP) database with CCTV inspection videos (PACP Coded); PACP pipe rating index & PACP coding information; and inspection reports in PDF format organized by the line segment; and

**WHEREAS**, the following standard special provisions applicable to COMPLIANCE ENVIROSYSTEMS, LLC and the City of Jackson shall apply:

- Debris removed from the collection system will be properly transported to an approved and accessible waste disposal facility. The City of Jackson will provide this facility at no cost to COMPLIANCE ENVIROSYSTEMS, LLC; these fees do not reflect debris disposal costs;
- All manholes within the project area will be located and made accessible, at no cost to COMPLIANCE ENVIROSYSTEMS, LLC, by the City of Jackson. The City of Jackson shall facilitate physical, safe, and legal access to manholes needed for deployment to the pipeline to be inspected. The City of Jackson shall open any sealed, vented, or other non-standard manholes and reinstall and reseal them as necessary after the inspection is complete;
- In the unlikely event that equipment gets lodged in the collection system through no fault from COMPLIANCE ENVIROSYSTEMS, LLC crews, the City of Jackson will provide excavation services to retrieve the equipment at no cost to COMPLIANCE ENVIROSYSTEMS, LLC. The City of Jackson will complete the excavation of lodged items within 48 hours;
- The fees above do not include by-pass pumping. If by-pass pumping becomes necessary to complete the project, the rate will be negotiated on a case-by-case basis and agreed upon by the City of Jackson and COMPLIANCE ENVIROSYSTEMS, LLC;
- The City of Jackson will provide water for high-pressure cleaning operations at no cost to COMPLIANCE ENVIROSYSTEMS, LLC. The City of Jackson must provide fire hydrants within a reasonable distance of the cleaning site (500'). The City of Jackson and COMPLIANCE ENVIROSYSTEMS, LLC will negotiate and agree on the rate if a tanker truck is needed to transport water; and

**WHEREAS**, Compliance Envirosystems, LLC proposes compensation of an SSES crew at a rate of \$5,100.00 per day for forty-five (45) days, in an amount not to exceed \$229,500.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Compliance Envirosystems, LLC for an amount not to exceed \$229,500.00 for City-wide SSES work in accordance with terms set forth above and such other standard terms and conditions as should apply to this type agreement.

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

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

**ORDER OF THE CITY COUNCIL OF JACKSON MISSISSIPPI USING ITS AUTHORITY TO INVESTIGATE ANY PART OF THE MUNICIPAL GOVERNMENT AND TO COMPEL THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AND OTHER EVIDENCE ACCORDING TO MS CODE 21-8-27, TO HAVE ACCURATE INFORMATION OF THE CITY OF JACKSON, MISSISSIPPI FINANCIAL TRANSACTIONS, THE LEGAL APPROVAL OF, COMPLIANCE OF STATE LAWS AND THE OPEN RECORDS ACT.** **President Foote** stated said item would be taken up later in the meeting during Executive Session.

\*\*\*\*\*

There came on for Discussion, Agenda Item No. 33:

**DISCUSSION: I- 55:** **President Foote** stated said item will be held until a later date due to the absence of **Council Member Stokes**.

\*\*\*\*\*

There came on for Discussion, Agenda Item No. 34:

**DISCUSSION: PAL:** **President Foote** stated said item will be held until a later date due to the absence of **Council Member Stokes**.

\*\*\*\*\*

**President Foote** recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell** to go into Closed Session to take up Agenda Items 32 and 36. The motion prevailed by the following vote:

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

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 “Potential Litigation”.

\*\*\*\*\*

During Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Banks** to go into Executive Session regarding “Potential Litigation”.

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**Note: Council Member Grizzell and Vice President Lee left the meeting during discussion.**

\*\*\*\*\*

**President Foote** recognized **Council Member Hartley** who 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 to the public that the Council voted to come out of Executive Session and no action was taken.

\*\*\*\*\*

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

**President Foote** stated that all City Council members had received the monthly financial report for review.

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on March 20, 2023. At 12:48 p.m., the Council stood adjourned.

**PREPARED BY:**

Shanekia Masley-Jordan  
CLERK OF COUNCIL

**APPROVED:**

Mark Foote, 4/11/2023  
COUNCIL PRESIDENT DATE

Clifford L.

**MAYOR**

**ATTEST:**

Angela Harris  
CITY CLERK

\*\*\*\*\*

**REGULAR ZONING MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 20, 2023 2:30 P.M.**

770

---

**BE IT REMEMBERED** that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on March 20, 2023, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan; Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Angelique Lee, Vice President, Ward 2 and Kenneth I. Stokes, Ward 3.

\*\*\*\*\*

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

\*\*\*\*\*

**President Foote** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4197, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

-----

**President Foote** requested that the Clerk read the Order:

**ORDER GRANTING SURINDER P. KAUR & GURJEET SINGH A USE PERMIT TO ALLOW FOR THE OPERATION OF A LIQUOR STORE IN A NEIGHBORHOOD SHOPPING CENTER AND NOT IN COMBINATION WITH A CONVENIENCE TYPE GROCERY STORE OR SERVICE STATION WITHIN A C-2 (LIMITED) COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 6080 HIGHWAY 18 WEST. (PARCEL 835-58), CASE NO. 4197.**

**WHEREAS**, Surinder P. Kaur & Gurjeet Singh has filed a petition for a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station within a C-2 (Limited) Commercial District for the property located at 6080 Highway 18 West. (Parcel 835-58) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station and with the additional condition that the property cannot be used as a convenience type grocery store for the duration of the operation of the liquor store within a C-2 (Limited) Commercial District for the property located at 6080 Highway 18 West. (Parcel 835-58); and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, February 27, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on January 5, 2023 and January 19, 2023 that a hearing had been held by the Jackson City Planning Board on January 25, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing C-2 (Limited) Commercial District of the City of Jackson; and

**WHEREAS**, the Jackson City Council, after having considered the matter, is of the opinion that a Use Permit for the subject property located within the existing C-2 (Limited)