

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on May 23, 2023, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth I. Stokes, Ward 3.

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

The invocation was offered by **Rev. Dr. James Cameron, Sr of Greater Mount Calvary M.B. Church**.

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

APPROVAL OF THE APRIL 24, 2023 SPECIAL ZONING COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

APPROVAL OF THE APRIL 25, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

APPROVAL OF THE APRIL 27, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

APPROVAL OF THE MAY 9, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

APPROVAL OF THE MAY 15, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 7, 2023 FOR THE FOLLOWING CASES:

21-204	21-494	21-887	22-1054	22-1825	22-2163
21-205	22-716	22-910	22-1386	22-1953	22-2165
22-228	21-788	22-1003	22-1496	22-2034	22-2307
22-431	22-791	22-1011	22-1529	22-2079	22-2319
22-463	21-842	22-1053	21-1648	22-2121	

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 February 7, 2023; 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 #22-1496: Parcel #633-43** located at 1170 McDowell Cir: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 2) **Case #22-2307: Parcel #853-34** located at 590 Chelsea Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 3) **Case #22-2165: Parcel #842-272** located at 149 Sharon Hill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

4) **Case #22-2319: Parcel #853-267** located at 3914 Forest Lake 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 penalty of \$500.00. Ward 6

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 #22-2121: Parcel #627-204** located at 3853 Meadow Lane 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

6) **Case # 22-2034: Parcel #633-183** located at 1303 Maria 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. 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.

7) **Case #22-228: Parcel #721-834** located at 2267 Forest Glen Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

8) **Case #22-1386: Parcel #432-360** located at 4613 Churchill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

9) **Case # 21-788: Parcel #821-713** located at 1021 Capri Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

10) **Case #21-494: Parcel #212-271** located at 1850 Elaine St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

11) **Case #21-204: Parcel #633-153** located at 1115 Barbara Ann Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

12) **Case #21-205: Parcel #842-294** located at 359 Sharon Hills Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

13) **Case #21-1648: Parcel #839-231** located at 1051 Deryll St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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 #22-2163: Parcel #606-133** located at 2831 Kingswood 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 \$750.00. Ward 7

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

15) **Case #22-463: Parcel #104-155** located at 2280 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 \$750.00. 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.

16) **Case #22-1529: Parcel #410-77** located at 3621 Gammill St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

17) **Case #22-1825: Parcel # 723-665** located at 418 Lake Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove trash and debris.

18) **Case #22-1011: Parcel #162-281** located at 1623 Barrett 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 \$750.00. Ward 5

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

19) **Case #21-842: Parcel #101-45** located at 2860 Bishop St.: 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 \$750.00. 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.

20) **Case #22-1054: Parcel #410-395** located at 3702 Skyline Dr.: 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 \$750.00. 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.

21) **Case #22-1053: Parcel #410-394** located at 3648 Skyline Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

22) **Case #21-887: Parcel #523-266** located at 716 Kirkley Dr.: After hearing testimony from owner Connie Anderson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Connie Anderson shall be afforded thirty (30) days or until March 9, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

23) **Case #22-431: Parcel #97-192** located at 445 Vardaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris.

24) **Case #22-1953: Parcel #425-33-1** located at 3811 Mosley 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 \$1,500.00. Ward 3

Scope of Work: Remove trash and debris.

25) **Case #22-1003: Parcel #410-86** located at 3552 Cromwell St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

26) **Case #22-2079: Parcel #821-712** located at 1023 Capri Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

27) **Case #22-910: Parcel #825-261** located at 5821 Fairchild St.: After hearing testimony from owner John H. Smith, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, John H. Smith shall be afforded forty-five (45) days until March 24, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

28) **Case #22-791: Parcel #306-323** located at 108 Sanford 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, and saplings as needed. Remove trash and debris.

29) **Case #22-716: Parcel #629-253** located at 722 Westmont Dr.: After hearing testimony from owner Zachary Cornelius Moore, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Zachary Cornelius Moore shall be afforded forty-five (45) days until March 24, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

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

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

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

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

Yeas – Banks, Foote, 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 JANUARY 24, 2023 FOR THE FOLLOWING CASES:

21-526	21-747	22-335	22-1543	22-1809
22-2173	22-2176	21-355	21-475	21-540
21-1177	21-1992	21-2032	21-1193	22-1767
22-1961				

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 January 24, 2023; 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 #21-526: Parcel #607-25 located at 115 Cedar Lane.: 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. Ward 7

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

2) Case #21-747: Parcel #854-40 located at 111 Glenstone Cir.: After hearing testimony from Kire Parson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Kire Parson shall be afforded thirty (30) days, or until February 23, 2023, to cure the violations by completing the scope of work. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside. Remove trash and debris, inoperable vehicles, or vehicles parked on the lawn.

3) Case #22-335: Parcel #837-40 located at 2474 Vernon Dr. After hearing testimony from owner Velasquez Nicandro, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Velasquez Nicandro shall be afforded fifteen (15) days, or until February 8, 2023, 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 \$500.00. Ward 5

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.

4) Case #22-1543: Parcel #616-79 located at 2723 Emerald Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: 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 #22-1809: Parcel #211-387 located at 943 Stuart St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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 #22-1961: Parcel #633-452 located at 2383 Breckinridge 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 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 #22-2173: Parcel #606-347 located at 431 Sennett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of 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 #22-2176: Parcel #606-348 located at 441 Sennett 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 7

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 #21-355: Parcel #805-290 located at 6728 George Washington 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, and saplings, and remove trash and debris.

10) Case #21-475: Parcel #410-60 located at 2727 Miller Ave. After hearing testimony from Lamarus Taylor, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Lamarus Taylor shall be afforded thirty (30) days, or until February 23, 2023, to cure the violations by completing the scope of work. Ward 3

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

11) Case #21-540: Parcel #409-86 located at 1938 Corley Ave.: After hearing testimony from owner Oscar Lee Stewart, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Oscar Lee Stewart shall be afforded sixty (60) days, or until March 25, 2023, 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 \$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.

12) Case #21-1177: Parcel #713-183 located at 1924 Hamilton Blvd.: 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: Remove trash and debris, inoperable vehicles, or vehicles parked on the lawn.

13) Case #21-1992: Parcel #409-282 located at 1833 Oakland 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

14) Case #21-2032: Parcel #637-8 located at 4837 Clinton Blvd.: 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: Remove trash and debris, inoperable vehicles, or vehicles parked on the lawn.

15) Case #21-1193: Parcel #821-305 located at 1424 Pear St.: After hearing testimony from owner Brown Theodore, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Brown Theodore shall be afforded twenty (25) days, or until February 28, 2023, 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 \$500.00. Ward 4

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.

16) Case #22-1767: Parcel #164-1 located at 1141 University Blvd.: After hearing testimony from owner Al Shami Investments LLC, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Al Shami Investments LLC shall be afforded twenty-one (21) days, or until February 14, 2023, 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 \$500.00. Ward 5

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.

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

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

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

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

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 21, 2023 FOR THE FOLLOWING CASES:

22-410 23-624 22-2523 22-2106 22-1949
22-1860 22-1199

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

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

WHEREAS, hearings were held on March 21, 2023; 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 #22-410: Parcel #628-376 located at 3043 Lakewood 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 6

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.

2) Case #23-624: Parcel #306-127 located at 4313 Officer Thomas Catchings 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 4

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.

3) Case #22-2523: Parcel #306-129 located at 4309 Officer Thomas Catchings 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, and safety. Ward 4

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.

4) **Case #22-2106: Parcel #144-282** located at 811 Deer Park St.: After hearing testimony from owner Joe Davis, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Joe Davis shall be afforded sixty (90) days, or until June 5, 2023, 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 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 #22-1949: Parcel #91-44** located at 817 Palmyra St.: After hearing testimony from owner James Warner, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, James Warner shall be afforded sixty (60) days, or until May 6, 2023, 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 3

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

6) **Case #22-1860: Parcel #91-41** located at 841 Palmyra St.: After hearing testimony from owner James Warner, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, James Warner shall be afforded sixty (60) days, or until May 6, 2023, 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 3

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

7) **Case #22-1199: Parcel #711-146** located at 6002 Whitestone Rd.: 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.

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 28, 2023 FOR THE FOLLOWING CASES:

22-2427	22-721	21-372	21-612	22-2262	22-1955
22-835	22-116	21-925	21-773	22-1359	23-2
22-336	22-115	21-1216	21-580	21-1483	22-282
22-670	22-247	21-385	23-180	22-837	21-462
21-1498	21-671	22-800			

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

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

WHEREAS, hearings were held on February 28, 2023; 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 #22-2427: Parcel #837-16** located at 2435 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 2) **Case #22-835: Parcel #837-14** located at 2464 Vernon 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. 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.

- 3) **Case #22-336: Parcel #837-11** located at 2434 Vernon 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. 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.

- 4) **Case #22-282: Parcel #837-13** located at 2454 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 5) **Case #22-837: Parcel #837-146** located at 2346 Hickory 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. 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

- 6) **Case # 22-721: Parcel #837-178-1** located at 2269 Hickory 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. 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.

- 7) **Case #22-116: Parcel #837-166-2** located at 2343 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 8) **Case #22-115: Parcel #837-147** located at 2356 Hickory Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 9) **Case # 22-670: Parcel #837-120** located at 2306 Hickory Dr.: After hearing testimony from owner Melinda S. McNamee, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Melinda S. McNamee shall be afforded thirty (30) days until March 30, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 10) **Case #21-462: Parcel #95-184** located at 158 Clover Leaf Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

- 11) **Case #21-372: Parcel #101-38** located at 2924 Marion Dunbar 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.

- 12) **Case #21-925: Parcel #410-445** located at 0 Skyline 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. Ward 5

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

- 13) **Case #21-1216: Parcel #105-182-5** located at 524 Scott St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 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.

- 14) **Case #22-247: Parcel #802-171** located at 134 James Monroe Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 15) **Case #21-1498: Parcel #410-95** located at 3618 Cromwell St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 16) **Case #21-612: Parcel #523-504** located at 4639 Locksley Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 17) **Case #21-773: Parcel #712-232** located at 5961 Huntview Dr.: After hearing testimony from owner Ron Myer, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Ron Myer shall be afforded sixty (60) days until April 29, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 18) **Case #21-580: Parcel #642-164** located at 5354 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 19) **Case #21-385: Parcel #431-219** located at 769 Woodbury 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 \$1,500.00. Ward 3

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

- 20) **Case #21-671: Parcel #431-220** located at 763 Woodbury 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 \$1,000.00. Ward 3

Scope of Work: Remove trash and debris.

- 21) **Case #22-2262: Parcel #517-658** located at 750 Woodbury 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 \$750.00. Ward 3

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

- 22) **Case #22-1359: Parcel #433-157** located at 4616 Normandy Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 23) **Case #21-1483: Parcel #19-74** located at 1211 Kenwood Pl. Unit AB.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 24) **Case #23-180: Parcel #72-70** located at 141 E. Davis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 25) **Case #22-800: Parcel #51-143** located at 504 Mitchell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 26) **Case #22-1955: Parcel #517-656** located at 756 Woodbury Rd.: After hearing testimony from owner Portia Taylor, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Portia Taylor shall be afforded thirty (30) days until March 30, 2023 to cure the violations by completing the scope of work. If there is a default and

the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 27) **Case #23-2: Parcel #118-11** located at 120 Beach St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

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

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

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

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

Nays – None.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1521 LOCATED AT 245 ARCHER AVE. PARCEL #613-230- \$5,000.00.

WHEREAS, the State of Mississippi received 245 Archer Ave. due to delinquent taxes; and

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

WHEREAS, on November 17, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for case #CE-22-1521 located at 245 Archer Ave., parcel #613-230, in Ward 7 of the City of Jackson; and

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

WHEREAS, TriArc Management Services, LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 245 Archer Ave. for the sum of \$5,000.00; and

WHEREAS, TriArc Management Services, LLC, has a principal office address of 644 E. Rhinewalt Rd. Lena, MS 39094 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 245 Archer Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to TriArc Management Services, LLC for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENAC TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 685 LOCATED AT 1804 BAILEY AVE. PARCEL #98-129 – \$4,750.00

WHEREAS, on September 13, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 9, 2022, for case #CE-21-685 located at 1804 Bailey Ave., parcel #98-129, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1804 Bailey Ave.; and

WHEREAS, R & C Services, LLC. submitted the lowest bid of \$4,750.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, R & C Services, LLC through its representative, Raymond Granderson has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1804 Bailey Ave. in an amount not to exceed \$4,750.00; and

WHEREAS, R & C Services, LLC has a principal office located at 987 Gore Rd., Jackson, MS 39212, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC to demolish the structure and remedy conditions on the property located at 1804 Bailey Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,750.00 shall be paid to R & C Services, LLC upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE AMENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1563 LOCATED AT 946 N. CONGRESS ST. PARCEL #39-56-\$8,600.00

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for case #CE-21-1563 located at 946 N. Congress St., parcel #39-56, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 946 N. Congress St.; and

WHEREAS, R & C Services, LLC submitted the lowest bid of \$8,600.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, R & C Services, LLC through its representative, Raymond Granderson has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 946 N. Congress St. in an amount not to exceed \$8,600.00; and

WHEREAS, R & C Services, LLC has a principal office located at 987 Gore Rd., Jackson, MS 39212, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R & C Services, LLC to demolish the structure and remedy conditions on the property located at 946 N. Congress St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,600.00 shall be paid to R & C Services, LLC upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS,

TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATEOWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-144 LOCATED AT 151 WOODY DR. PARCEL #625-38-2- \$6,400.00.

WHEREAS, the State of Mississippi received 151 Woody Dr. due to delinquent taxes; and

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

WHEREAS, on February 22, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-144 located at 151 Woody Dr., parcel #625-38-2, in Ward 7 of the City of Jackson; and

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

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 151 Woody Dr. for the sum of \$6,400.00; and

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

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 151 Woody Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,400.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASHAND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-866 – 5478 QUEEN MARY LN. – \$5,925.00

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022 for Case CE-21-866 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 5478 Queen Mary Ln; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$5,925.00; and

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

WHEREAS, upon receipt of a written Notice to Proceed, Socrates Garrett Enterprises, Inc. through its representative, Leland Socrates Garrett, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 5478 Queen Mary Ln. in an amount not to exceed \$5,925.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office located at 2659 Livingston Rd., Jackson, MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure and remedy conditions on the property located at 5478 Queen Mary Ln deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,925.00 shall be paid to Socrates Garrett Enterprises, Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 128-202 LOCATED AT 934 CLAIBORNE AVENUE, JACKSON MISSISSIPPI.

WHEREAS, On May 22, 2018 the governing authorities for the City of Jackson passed a resolution that declared property located at 934 Claiborne Avenue to be a menace to public health, safety, and welfare; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the City of Jackson remedied conditions on the property constituting a menace to public health, safety, and welfare when the owner of the property failed to do so; and

WHEREAS, on October 15, 2019 the governing authorities for the City of Jackson passed a resolution that adjudicated costs and penalties totaling two thousand five hundred two dollars (\$2,502.00) for the cleaning of property located at 934 Claiborne Avenue legally described as LOT 10 BLK B ROSEDALE GARDENS; and

WHEREAS, consistent with the provisions of Section 21-19-11, the resolution adjudicating costs and penalties was subsequently included with 2020 municipal ad valorem taxes where payment would be enforced in the same manner as municipal ad valorem taxes; and

WHEREAS, at the time of cleaning, the property was owned by Lee Jackson; and

WHEREAS, the notice to proceed was issued on December 3, 2018, and the property was sold on December 14, 2018; and

WHEREAS, at the time costs and penalties were adjudicated, ownership had changed to Charles D. King; and

WHEREAS, the property owners did not receive proper notice.

IT IS, THEREFORE, ORDERED that the clean-up assessment imposed on Parcel number 128-202 located at 934 Claiborne Avenue be removed from the Hinds County Real Property Billing Roll.

IT IS FURTHER ORDERED that any acts required and necessary to affect the cancellation of the lien arising out of the imposed clean-up assessment for Case 2017-1123 are authorized to be performed.

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

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

Nays – None.

Absent – Stokes.

ORDER ACCEPTING PAYMENT OF \$1,600.42 FROM STATE FARM INSURANCE COMPANY ON BEHALF OF THEIR INSURED ROY DAVIDSON AS A VEHICLE PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,600.42 as a vehicle property damage and loss of use settlement by Risk Management for damages sustained to City of Jackson vehicle SUV-0144 on March 08, 2022.

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

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

Nays – None.

Absent – Stokes.

President Foote requested that Discussion Item No. 44 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: JMAA: President Foote recognized **Mayor Chokwe Antar Lumumba** who introduced **Rosa Beckett** as the new CEO of The Jackson Municipal Airport Authority. **President Foote** recognized **Rosa Beckett**, who gave a personal statement.

ORDER APPROVING CLAIMS NUMBER 28848 to 28903 APPEARING AT PAGES 452 TO 480 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,379,126.59 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28848 to 28903 appearing at pages 452 to 480, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,379,126.59 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	850,160.15
SEIZURE & FORF PORP-FED	49,666.67
TECHNOLOGY FUND	17,570.00
PARKS & RECR. FUND	44,132.28
LANDFILL/SANITATION FUND	105,610.64
STATE TORT CLAIMS FUND	8,292.03
WATER/SEWER OP & MAINT FUND	85,528.22
EMPLOYEES GROUP INSURANCE FUND	160,563.37
KELLOGG FOUNDATION PROJECT	6,041.67

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

PAYROLL FUND	762.84
HOUSING COM DEV ACT (CDBG) FD	192,766.96
EMERGENCY SHELTER GRANT (ESG)	5,248.08
H O P W A GRANT – DEPT. OF HUD	104,252.51
1% INFRASTRUCTURE TAX	126,237.83
MADISON SEWAGE DISP OP & MAINT	39.23
TRANSPORTATION FUND	483,487.86
JXN CONVENTION & VISITORS BUR	333,480.60
P E G ACCESS – PROGRAMMING FUND	7,291.28
SIEMENS SETTLEMENT ACCOUNT	290,854.76
ESG COVID CARES ACT	3,487.28
CDBG COVID CARES	33,145.18
ZOOLOGICAL PARK	18,954.84
2019 7M NOTE	113,750.00
DFA – SB2971 – PETE BROWN GOLF	13,046.00
DFA – THALIA MARA HALL \$2M	33,797.37
MDOT – CMPDD PROJECTS	281,026.05
2022 GO PLANETARIUM BOND \$7.5M	9,932.89

TOTAL **\$3,379,126.59**

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

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

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

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 28848 TO 28903 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28848 to 28903 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$98,025.48 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,287,819.76
PARKS & RECR FUND		101,737.87
LANDFILL FUND		16,031.08
SENIOR AIDES		3,461.33

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

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WATER/SEWER OPER & MAINT		163,823.06
PAYROLL	98,025.48	
HOUSING COMM DEV		8,464.81
TITLE III AGING PROGRAMS		5,983.35
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,464.88
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,201.84
AMERICAN RESCUE PLAN ACT 2021		10,130.77
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		\$2,662,585.98

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

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

* * * * *

**ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF SHARON THAMES AS
DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON,
MISSISSIPPI.**

WHEREAS, the Mayor previously appointed Sharon Thames as Interim Director of the Department of Administration for the City of Jackson, Mississippi; and

WHEREAS, the interim appointment expired on or about September 28, 2022, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, and upon expiration she no longer served in an interim capacity; and

WHEREAS, on May 23, 2023, pursuant to Section 21-8-23(2), Mississippi Code of 1972, as amended, the Mayor appointed Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi and the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Sharon Thames as Director of the Department of Administration for the City of Jackson, Mississippi, is hereby confirmed.

Council Member Banks moved adoption.

Note: Said item failed due to lack of a second.

* * * * *

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH eCIVIS,
Inc FOR SERVICES RELATED TO THE IMPLEMENTATION OF A GRANTS
NETWORK SYSTEM AND SUBSCRIPTION TO THE CLOUD HOSTED SaaS GRANTS
MANAGEMENT PLATFORM.**

WHEREAS, in Opinion 2016-00070 issued to P. Scott Phillips on March 25, 2016, the Mississippi Attorney General opined that the procurement of software, which is an ancillary part, additional to a main part or function of a procurement itself and is of no use without services necessary to design and implement a system for its use is not required to be bid under Section 31-7-13 of the Mississippi Code; and

WHEREAS, Carahsoft, is the master government aggregator for eCivis, Inc.; and

WHEREAS, eCivis, is a cloud-hosted commercial-off-the shelf (COTS) SaaS grants management platform and is specifically built for managing the full grants management lifecycle; and

WHEREAS, Carahsoft and eCivis, Inc. submitted a proposal to the Mayor's office for the implementation of its grants management platform and subscription for the services; and

WHEREAS, the proposal submitted to the Mayor's office included both recurring annual fees and non-recurring fees with a loyalty discount of \$5,200.00; and

WHEREAS, eCivis, Inc., is a part of GTY Technology Holdings, Inc., following acquisition on September 14, 2018; and

WHEREAS, the cloud hosting program constitutes a service and any software required or implemented is ancillary and necessary for the use of the system as designed and intended and would not be subject to the public purchasing laws as noted in the aforementioned opinion issued by the Mississippi Attorney General; and

WHEREAS, the initial cost for implementation and use of the cloud hosting program in year one is \$64,947.50; and

WHEREAS, a five (5) year term was noted on the quotation received from eCivis-Carahsoft; and

WHEREAS, the cost for the service in the second year would be \$49,825.62; and

WHEREAS, the cost for the service in third year would be \$53,313.41; and

WHEREAS, the cost for the service in year four would be \$57,045.35; and

WHEREAS, the cost for the service in the fifth and final year of the agreement would be \$61,038.52; and

WHEREAS, the total cost for implementation of the program and use of the cloud-hosted services during the five-year period is \$286,170.40; and

WHEREAS, the cost includes plan and design, configuration, readiness assessments, user training, training manuals, and virtual user training; and

WHEREAS, the best interest of the City of Jackson would be served by contracting with eCIVIS grant management platform.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement with eCIVIS for services related to the implementation of a network system and cloud hosted SaaS Grants platform as a service.

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

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

Nays – None.

Absent – Stokes.

Note: Council Member Hartley left the meeting.

President Foote requested that Agenda Item No. 42 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF
RECOGNIZING THE MONTH OF MAY AS NATIONAL TENNIS MONTH AND
HONORING MS. VENECCA GREEN FOR HER EFFORTS TO PROMOTE TENNIS TO
CITIZENS OF JACKSON, MISSISSIPPI AT BATTLEFIELD PARK.**

WHEREAS, On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, The USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and

WHEREAS, by increasing the accessibility of tennis for citizens of Jackson, Mississippi of all ages and ability, the USTA has contributed to making our community happier and healthier; and

WHEREAS, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities; and

WHEREAS, Ms. Venecca Green was born, raised and educated in Jackson, Mississippi. She received her B.S. and MBA degrees from Jackson State University. After 20 years with the Central Intelligence Agency, she returned to Jackson, received her law degree from MS College School of Law and practiced law for over 20 years; and

WHEREAS, Ms. Green was introduced to tennis in junior high school and was hooked. Tennis provided opportunities and she enjoyed the rewards and benefits; and

WHEREAS, Ms. Green created the Friends of Battlefield Park, Inc., a non-profit organization created to restore, revitalize, and improve Battlefield Park and the Dorothy Vest Tennis Center. to a beautiful and safe place; and

WHEREAS, she is an avid and accomplished tennis player, has long been a volunteer, served on USTA committees, started the National Tennis and Learning (NJTL) program, and captained numerous adult and junior teams; and

WHEREAS, Ms. Green has accepted the calling and mission of service to the underserved and under-resourced communities in Jackson, Mississippi. She believes it is crucial that African-American children and children of color see tennis played where they live and play. Tennis is a vehicle for positive change to keep children on track to a safe, productive and successful future; and

WHEREAS, in 2022, Venecca was selected to attend the United States Tennis Association (USTA) Tennis Coaching and Leadership Fellowship Program in Orlando, Florida, where she received a Level 2 Teaching and Coaching Certification.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, supports recognizing the month of May as National Tennis Month and honoring Ms. Venecca Green for her efforts to promote tennis to citizens of Jackson, Mississippi at Battlefield Park.

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

President Foote recognized **Vanecca Green, Friends of Battlefield Park Inc.**, who provided a brief overview of said item.

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

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

Note: Council Member Hartley returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE TAUBMAN CENTER FOR STATE AND LOCAL

GOVERNMENT AT THE HARVARD KENNEDY SCHOOL REGARDING THE GOVERNMENT INNOVATION FELLOW AND GOVERNMENT PERFORMANCE LAB.

WHEREAS, the President and Fellows of Harvard College acting through the Taubman Center for State and Local Government at the Harvard Kennedy School (“Harvard”) wishes to enter into a Memorandum of Understanding (“MOU”) with the City of Jackson; and

WHEREAS, the terms of the MOU will determine the engagement and role of one or more Government Innovation Fellows and any other Harvard Kennedy School Government Performance Lab (“GPL”) researchers, students, scholars and staff assisting the City in the development and implementation of Innovation Initiatives; and

WHEREAS, Innovation Initiatives may include improvements to procurement and contracting processes, use of data to inform service delivery and referral systems, piloting of new services or service-delivery models, establishing active contract management systems between governments and service providers, pay for success and performance-based contracts, optimizing resource allocation, and other initiatives designed to improve government performance and make government programs more effective; and

WHEREAS, the City shall have no responsibility for compensation or employment benefits for the Fellow(s), the GPL Director, or other members of the GPL Team with respect to any work done pursuant to this MOU; and

WHEREAS, the Fellows will not be treated as employees of the City, but shall be subject to all applicable City ethics and public records laws and guidelines and may be required to complete City training or other requirements applicable to the status of the Fellows; and

WHEREAS, the GPL Director, the Fellows, and other members of the GPL Team will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name; and

WHEREAS, the term of the MOU is for twelve (12) months commencing on the effective date; and

WHEREAS, unless either party submits a notice of non-renewal at least thirty (30) days prior to the end of the twelve months, the MOU shall automatically renew for one (1) additional twelve-month period and expire on the second anniversary of the effective date; and

WHEREAS, further extension of the term will require written agreement of the parties; and

WHEREAS, Harvard requires the City of Jackson to submit an executed Memorandum of Understanding and other documents in exchange for providing procurement and contracting assistance to the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Harvard and any other necessary documents associated with the MOU.

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

President Foote recognized **Safiya Omari, Chief of Staff** and **Mayor Chokwe Antar Lumumba**, 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.

There came on for consideration Agenda Item No. 24:

ORDER REVISING THE FISCAL YEAR 2023 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT. Said item was pulled by the Administration.

ORDER ACCEPTING THE BID OF ACTIVE SOLUTIONS, LLC FOR A THIRTY-SIX (36) MONTH SUPPLY OF SAFECITYCAM SURVEILLANCE CAMERAS AND INSTALLATION AND AUTHORIZING THE MAYOR TO EXECUTE A SALES AGREEMENT BETWEEN THE CITY OF JACKSON AND ACTIVE SOLUTIONS, LLC.

WHEREAS, on March 21, 2023, the City of Jackson, Mississippi, received and opened one (1) sealed proposal in response to RFP No. 84084-032123 thirty-six (36) month term for SAFECITYCAM surveillance cameras and installation; and

WHEREAS, the Jackson Police Department reviewed the proposal submitted by Active Solutions, LLC, and the department determined that Active Solutions, LLC, with its principal office at 1215 Prytania Street, Suite 301, New Orleans, Louisiana 70130, submitted the lowest and best bid; and

WHEREAS, the Jackson Police Department recommends that the governing authorities for the City of Jackson accept Active Solutions, LLC's bid in the amount of \$6,839.42 per camera unit and installation. If cameras are installed on Entergy poles, there will be an additional charge for rights to use the Entergy Poles (Entergy Pole Fee-\$250.00, Entergy Approved Disconnect w/Power Shut Off - \$532.50, and additional charges will be billed for alternative data backhaul methods, if required); and

WHEREAS, the Jackson Police Department also recommends that the Jackson City Council authorize the Mayor to execute a Sales Agreement between the City of Jackson and Active Solutions, LLC, a copy of which is attached to this Order and made part of these minutes.

IT IS HEREBY ORDERED that the bid submitted by Active Solutions, LLC is the lowest and best bid and is hereby accepted by the governing authorities for the City of Jackson.

IT IS FURTHER ORDERED the Mayor is authorized to execute the Sales Agreement with Active Solutions, LLC., to provide 36 Months Term SAFECITYCAM Video Surveillance Cameras and Installation on behalf of the City of Jackson Police Department and to make any and all payments for said SAFECITYCAM Video Surveillance Cameras and Installation from General Funds.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized George Jimerson, Captain of Jackson Police Department, 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 CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS.

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 21-19-65 and recommend that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program; and

Arts and Community Grants

1	YOUNG GIFTED & EMPOWERED Shameka Reed 26 Avery Circle Jackson, MS 39211 savvyincpr@gmail.com	\$10,000
2	CENTER FOR SOCIAL ENTREPRENEURSHIP Shante Crockett 1225 Robinson Street Jackson, MS 39203 shante.cse.ms@gmail.com	\$8,842
3	JACKSON MUSIC AWARD EVENT 1 GOSPEL Jesse Thompson P. O. Box 20005, Westland Station Jackson MS 39209 jthompson.jmaa@gmail.com	\$10,000
4	JACKSON MUSIC AWARD EVENT 2 R&B Jesse Thompson P. O. Box 20005, Westland Station Jackson MS 39209 jthompson.jmaa@gmail.com	\$10,000
5	DOG GONE DITION FESTIVAL Rander Phillip Adams 401 E. South St. Unit 2647 Jackson MS 39207 randywildmanbrown@gmail.com	\$10,000
6	WEST JACKSON COMMUNITY DEVELOPMENT CORP. Linda Carter 1328 Highway 80 West Jackson MS 39204 linda.carter@jsums.edu	\$10,000
7	USA INTERNATIONAL BALLET COMPETITION Mona Nicholas P. O. Box 3696 Jackson, MS 39207 mnicholas@usaibc.com	\$10,000
8	TEST-TAKING SOLUTION FOUNDATION Kenrell Liddell MD, MBA Thousand Oaks Drive Jackson MS 39232 Founder@ttsfoundation.org	\$10,000

9	SHOWTIME AT JACKSON Fredia Perkins 3733 Azalea Drive Jackson, MS 39206 fredniaperkins@ymail.com	\$10,000
	TOTAL	\$88,842.00

IT IS HEREBY ORDERED that the matchings monies in the amount set forth above are awarded to the entities as listed.

IT IS FURTHER ORDERED that the Mayor shall execute agreements with each of the Organizations listed that will govern the receipt of the matching funds contributed, copies of the agreements are attached hereto and made part of the minutes.

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **YOUNG, GIFTED & EMPOWERED**, hereinafter referred to as the "Agency," whose address is 26 Avery Circle Jackson, Mississippi 39211; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing a matching grant, on a reimbursement basis, to Young, Gifted, & Empowered Media, LLC to provide support on August 25, 2023 for the YG&E Youth Media & Storytelling Summit for high school students enrolled in Jackson Public School District within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Young, Gifted & Empowered, LLC agree as follows:

1. The Agency's Executive Director shall oversee the management and coordination of all activities for the youth summit on August 25, 2023, the YG&E Youth Media and Storytelling Summit for at least 350 high school students enrolled in the Jackson Public School District.

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall provide the Agency funds in the amount of Ten Thousand Dollars (\$10,000.00) with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency’s budget line items shall require prior written approval of the City’s Director of the Department of Human and Cultural Services.
7. This MOU shall commence upon execution and end on September 30, 2023.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City’s contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

Young, Gifted & Empowered

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the CENTER FOR SOCIAL ENTREPRENEURSHIP hereinafter referred to as the "Agency," whose address is 1225 Robinson Street Jackson, Mississippi 39203; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing a matching grant, on a reimbursement basis, to Center for Social Entrepreneurship to provide support for the iVillage – An uplifting Mural of a community Icon & Celebration of Neighborhood Heroes within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Eight Thousand Eight Hundred Forty-Two Dollars and No Cents (\$8,842.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Center for Social Entrepreneurship agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the iVillage – An uplifting Mural of a Community Icon & Celebration of Neighborhood Heroes: Growing Pride for Our Neighborhood & University. The Agency shall ensure that at least 400 persons will benefit from this project.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Eight Thousand Eight Hundred Forty-Two Dollars and No Cents (\$8,842.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

CENTER FOR SOCIAL ENTREPRENEURSHIP

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the JACKSON MUSIC AWARDS ASSOCIATION, INC. hereinafter referred to as the "Agency," whose address is 6418 Whitestone Road Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 24, 2023 for the 49th Annual Jackson Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Music Awards Association Inc. agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the 49th Annual Jackson Music Awards held at the Jackson Convention Center's Trustmark Ballroom. This event creates awareness and exposure for the musical talents of numerous artists from the South and Southeast. This event will honor the Kings and Queens of Soul.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

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2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the JACKSON MUSIC AWARDS ASSOCIATION, INC. hereinafter referred to as the "Agency," whose address is 6418 Whitestone Road Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 23, 2023 for the 45th Annual Gospel Music Awards Event at the Jackson Convention Center's Trustmark Ballroom within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Music Awards Association Inc. agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the July 23, 2023, 45th Annual Mississippi Gospel Music Awards Event at the Jackson Center's Trustmark Ballroom. This event will create awareness and exposure for the musical talents of numerous artists throughout the South and Southeast.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient

revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and DOG GONE DITION FESTIVAL, hereinafter referred to as the "Agency," whose address is 401 E South Street, Unit 2647 Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Dog gone Dition Festival to provide support on August 5, 2023 for the 13th Annual Dog Gone Dition Festival in West Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, Dog Gone Dition Festival agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the August 5, 2023, the 13th Annual Dog Gone Dition Festival, a drug-free back to school, "Unity in the Community, Silence the Violence-Increase the Peace," family event.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 23, 2023 10:00 A.M.**

2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
6. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code to support the August 5, 2023 The 13th Annual Dog Gone Dition Festival from 12:00pm to until within the City of Jackson.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
9. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
10. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
11. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
12. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

DOG GONE DITION FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the WEST JACKSON COMMUNITY DEVELOPMENT CORPORATION, hereinafter referred to as the "Agency," whose address is 1328 Highway 80 West, Jackson, Mississippi 39204; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to West Jackson Community Development Corporation to provide support on August 29, 2023 for the 30th Annual Lynch Street Cultural Arts Festival within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and West Jackson Community Development Corporation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the August 29, 2023, 30th Annual Lynch Street Cultural Arts Festival. The festival is one-day event sponsored to celebrate the rich cultural and artistic history of the historical Lynch Street in Jackson, MS.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the

continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**West Jackson Community Development
Corporation**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and USA INTERNATIONAL BALLET hereinafter referred to as the "Agency," whose address is P. O. Box 3696 Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to USA International Ballet Competition City Dance program; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the USA International Ballet agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the USA International Ballet Competition – City Dance. The City Dance program which consists of ballet class auditions, ballet classes, city dance parent meeting, performance, city dance workshop, city dance art project, spring recital & city dance reception and art showcases through the Jackson Public Schools academic year, late September 2022 through May 2023.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
7. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2023.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient

revenues during the budget year to provide the monies allocated.

12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

USA INTERNATIONAL BALLET

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the TEST-TAKING SOLUTION FOUNDATION hereinafter referred to as the "Agency," whose address is 2104 Thousand Oak Drive, Jackson, Mississippi 39212; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Test-Taking Solution Foundation to provide support on June 17, 2023 for the Juneteenth Arts Celebration in the heart of Brookhollow Subdivision community within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Test-Taking Solution Foundation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the June 17, 2023 Juneteenth Arts Celebration from 2:00 pm until 6:00 pm at the Test-Taking Solution Education & Research Center at 2104 Thousand Oaks Drive, Jackson, MS 39212. The project will be an educational community engagement event that offers an open mic with an emphasis on Juneteenth, for community to learn more

about this holiday and to share their creative art and talents.

2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
4. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
5. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

TEST-TAKING SOLUTION FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as "City", and the SHOWTIME AT JACKSON hereinafter referred to as the "Agency," with its principal place of business at 3733 Azalea Drive Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of Mississippi Code of 1972, as amended, authorizes the governing authorities of this municipality the power to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community service programs; and

WHEREAS, the Department of Human and Cultural Services issued a Request for Proposals to solicit a response from art groups and other community organizations for art and cultural project that impact at least 350 people per project in the City of Jackson. The maximum award is \$10,000.00; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Showtime at Jackson to provide support on May 1, 2023 – August 31, 2023 for the activities of the Celebratory Music and Arts Concert Event within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Showtime at Jackson agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the August 2023 (date to be announce) Celebratory Music and Art Concert Event which will impact the lives of 350 to 500 youths by engaging them in exclusive information sessions on music and arts education and industry related topics, then culminating with a Celebratory Music and Arts Concert.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2023. Any allocated funds not requested on or before September 5, 2023, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
5. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
6. This MOU shall commence upon execution and end on September 30, 2023.
7. The City shall provide funds up to Ten Thousand Dollars and No Cents (\$10,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
8. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
9. The City, or it's authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
10. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
11. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

- 13. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
- 14. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
- 15. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
- 16. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
- 17. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
- 18. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

Angela Harris, Municipal Clerk

SHOWTIME AT JACKSON

BY: _____
Director

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Mike Williams, Deputy Director of Human and Cultural Services, 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 ENTER INTO AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

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

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

WHEREAS, on August 4, 2020, the City Council authorized the execution of a contractual agreement with Creative Research Solutions (CRS) whereby CRS served as a consultant under the EPHD project and conducted evaluation services of the project, which included developing the infrastructure and/or a rubric for data collection and analysis activities such as background research, monitoring plan technical assistance, and focus group(s); and

WHEREAS, the City of Jackson agreed to compensate CRS as an independent contractor in a total amount not to exceed \$120,000.00 in fees and not to exceed \$2,500.00 in travel-related expenses during the grant period of August 1, 2020 through March 31, 2022; and

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

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with CRS to serve as a Consultant from April 11, 2023 to September 30, 2023; and

WHEREAS, the scope of work includes (1) conducting background research and logic model and evaluation plan refinement; (2) data collection and analysis with surveys and focus groups; (3) synthesizing and triangulating the data and findings from surveys, focus groups, observations, and monitoring tools; (4) conducting a virtual sensemaking session; and (5) developing an evaluation report; and

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

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

WHEREAS, the City of Jackson will compensate CRS for its services as a consultant in an amount not to exceed \$11,816.74 per month for 6 months, totaling an amount not to exceed \$70,900.44.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an agreement with Creative Research Solutions to provide evaluation services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from April 11, 2023 through September 30, 2023.

IT IS FURTHER ORDERED that upon the submission of invoices monthly to the City of Jackson, Creative Research Solutions shall be paid an amount not to exceed \$11,816.74 per month from grant funds for conducting EPHD evaluation services.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SERVICEMASTER COMMERCIAL CLEANING OF JACKSON TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE ADMINISTRATION BUILDING AND CUSTOMER SERVICE OFFICE (UNION STATION) OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING MAY 1, 2023.

WHEREAS, the City of Jackson (City) has determined that is in the City's best interest to seek a professional company to provide janitorial services and supplies for Administration Building and Customer Service Office (Union Station) of the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the City issued a Request for Proposal (RFP) on February 24, 2023 for Janitorial Services and Supplies for the Administration Building and Customer Service Office (Union Station) of the City of Jackson's Public Transportation System (JTRAN) and received four responses; and

WHEREAS, staff within the transit services division reviewed the procedures used by the State of Mississippi and Federal Transit Administration (FTA) to award the contract to ServiceMaster Commercial Cleaning of Jackson for the next five (5) years commencing on May 1, 2023 through April 30, 2028 with two one-year options to be exercised at the future discretion of City Council; and

WHEREAS, based on the best value procurement policy, ServiceMaster Commercial Cleaning of Jackson has been determined to provide the janitorial services and supplies; and

WHEREAS, the City shall pay ServiceMaster Commercial an amount not to exceed one hundred seventy-three thousand seven hundred sixty dollars (\$173,760.00) from the FY2023 Transit budget; and

WHEREAS, monies received from the Federal Transit Administration in the amount of one hundred thirty-nine thousand eight dollars (\$139,008.00) will be used to fund the procurement described; and

WHEREAS, the sum of thirty-four thousand seven hundred fifty-two dollars (\$34,752.00) is not covered by federal funding and must be matched from the City local fund; and

WHEREAS, the local match is included in the Transit Division's budget for FY2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an Agreement with ServiceMaster Commercial Cleaning of Jackson to provide Janitorial Services and Supplies of the public transportation system (JTRAN) for a term beginning on May 1, 2023 and ending on April 30, 2028.

IT IS HEREBY ORDERED that a sum not to exceed one hundred seventy-three thousand seven hundred sixty dollars (\$173,760.00) may be expended for the procurement with the understanding that federal monies in the amount of one hundred thirty-nine thousand eight dollars (\$139,008.00) will be used for the procurement and a local match not exceeding thirty-four thousand seven hundred fifty-two dollars (\$34,752.00) will also be used from the FY2023 Transit Division budget.

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

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 HOPE ENTERPRISE CORPORATION TO PARTICIPATE IN THE DIVERSITY PILOT PROGRAM.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires technical assistance to help design and implement local economic inclusion strategies to increase access and procurement opportunities for 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 technical assistance; and

WHEREAS, the Hope Enterprise Corporation (HEC)'s Diversity Pilot Program ("Pilot") is available to assist the City of Jackson by laying the groundwork to prepare small businesses owned by people of color to compete for supplier opportunities; and

WHEREAS, the Pilot has three goals: (1) to provide technical assistance and non-dilutive capital to small businesses of color to aid in growing and bettering their position for contracting and procurement opportunities, (2) to promote equitable procurement practices among institutional buyers participating in the Pilot, and (3) to produce and distribute the Supplier Diversification Strategy Guide to share lessons learned and shape future expansion or replication of the Pilot; and

WHEREAS, the City will participate as a "buyer" by identifying ways to include business diversity in supplier contracts, support technical assistance providers for the Pilot's small business participants, and engage to identify and understand the challenges facing small businesses in accessing procurement opportunities including potential ways to make procurement policies and procedures more inclusive; and

WHEREAS, the City of Jackson finds it reasonable to partner with HEC with the Diversity Pilot Program to enhance the effectiveness of the OED and how we provide contracting and procurement opportunities to our business community.

NOW THEREFORE IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with HEC.

Vice President Lee moved adoption; **Council Member Lindsay** 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 DECLARING PARCEL NUMBER 112-1 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF CONVEYANCE AND OTHER DOCUMENTS NECESSARY TO DONATE SAID PROPERTY TO JACKSON RESOURCE CENTER FOR THE DEVELOPMENT OF A TRANSITIONAL HOUSING CENTER.

WHEREAS, the City of Jackson owns certain real property and any improvements thereon located at 300 Capers Street. The real property is that same property recorded in the Office of the Chancery Clerk of Hinds County in Book 7257 at Page 2989 and more particularly described as follows:

30 A IN SW 1/4 SEC 33 6 IE & NW 1/4 SEC 4 5 IE & PT LOT 4 FIRST SLIGO SUBN & 6 FT OFF N/LY SIDE CAPERS ST LESS 70 FT R 0 W TO CITY FOR ST & LESS 237.28 FT X 320 FT X 102.70 FT TRI IN NW COR LESS 9.34 AC TO JSSD LESS TO MS EMP SEC COMM

WHEREAS, the real property is designated as Parcel Number 112-1 in the Hinds County Landroll; and

WHEREAS, Jackson Resource Center submitted an application to the City of Jackson's Surplus Property Committee requesting that Parcel Number 112-1 be declared surplus and conveyed to Jackson Resource Center for the development of a transitional housing center; and

WHEREAS, Jackson Resource Center is a bona fide not-for profit civic corporation organized and existing under the laws of the State of Mississippi and granted tax-exempt status by the Internal Revenue Service; and

WHEREAS, on December 8, 2022, the City of Jackson's Surplus Property Committee found that (1) Jackson Resource Center's proposed use of the property as a transitional housing center would benefit the civic, social, educational, cultural, moral, economic or industrial welfare of the community in which the property is located; and (2) no City department had expressed a municipal need for the property; and

WHEREAS, based on the above-mentioned findings, the Surplus Property Committee voted to recommend to the governing authorities that Parcel Number 112-1 be declared surplus property and donated as set forth in Mississippi Code Section 21-17-1(3) to Jackson Research Center for use as a transitional housing center; and

WHEREAS, the Surplus Property Committee further recommends that the deed of conveyance contain a clause of reverter providing that Jackson Resource Center may hold title to Parcel Number 112-1 only so long as the property is continued to be used as a transitional housing center and that title shall revert to the City in the event of the cessation of such use as a transitional housing center for a period of two (2) years.

IT IS, THEREFORE, ORDERED that Parcel Number 112-1 located at 300 Capers Street is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a deed of conveyance and any other documents necessary to donate Parcel Number 112-1 to Jackson Resource Center.

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(3), the instrument conveying the property to Jackson Resource Center shall contain a clause of reverter providing that Jackson Resource Center may hold title to Parcel Number 112-1 only so long as the property is used as a transitional housing center and that title shall revert to the City in the event of the cessation of such use as a transitional housing center for a period of two (2) years.

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(3), the instrument conveying the property to Jackson Resource Center shall reserve all mineral rights, together with the right of ingress and egress to remove same.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements, rights-of-way, restrictive covenants or building restrictions of record concerning the property.

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

President Foote recognized **Kristie Metcalf, Deputy City Attorney**, who provided a brief overview of said item.

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote and Hartley.

Absent – Stokes.

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the Department of Information Technology needs to amend its 2022-2023 budget to provide essential funds for processing of payment to Tyler Technologies; and

WHEREAS, the Department of Information Technology recommends to the governing authorities for the City of Jackson to amend its 2022-2023 budget in the amount of \$200,112.83 to pay for the License & Services Agreement for Enterprise ERP (Munis) Software and Services; and

WHEREAS, 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. Miss. Code. Ann. § 21-35-25 (West); and

WHEREAS, the proposed changes in Fund 4 are necessary to move funds intended for tire tubes battery, uniforms, work clothing, printing supplies, computer software, computer supplies, non-capitalized equipment, data processing equipment, fiber, other building supplies, building material, structural steel, other repair and maintenance, books and periodicals, postage, dues memberships and fees, telephone, cellular phones, building maintenance, structure maintenance, machine equipment maintenance, travel expense, and air travel for the payment of Munis to Tyler Technologies; and

WHEREAS, the Department of Information Technology recommends that the governing authorities amend the following accounts, as follows:

To/From	Fund/Account Number	Amount
From:		
	004-904.00-6216 (Tire Tubes & Battery)	\$ 300.00
	004.904.00-6217 (Uniforms & Work Clothing)	\$3,000.00
	004.904.00-6219 (Printing Supplies)	\$1,873.72
	004.904.00-6231 (Computer Software)	\$36,759.52
	004.904.00-6234 (Computer Supplies)	\$12,113.24
	004.904.00-6240 (Non-Capitalized Equip.)	\$17,003.00
	004.904.00-6242 (Data Processing Equip.)	\$75,393.59
	004.904.00-6243 (Fiber)	\$12,000
	004.904.00-6299 (Other Operating Supplies)	\$9,072.00
	004.904.00-6311 (Building Material)	\$335.26
	004.904.00-6313 (Structural Steel)	\$117.00
	004.904.00-6318 (Books & Periodical)	\$72.00
	004.904.00-6421 (Postage)	\$1,000.00
	004.904.00-6443 (Dues Mem. Regis Fees Tuition)	\$2,761.00
	004.904.00-6461 (Buildings Maintenance)	\$1,312.50
	004.904.00-6462 (Structure Maintenance)	\$12,000
	004.904.00-6473 (Travel Expense)	\$10,000.00
	004.904.00-6474 (Air Travel)	\$5,000.00
	Total Amount:	\$200,112.83
To:	004-904.00-6419 (Other Professional Services)	\$ 200,112.83

WHEREAS, this intradepartmental transfer of \$200,112.83 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Information Technology in the Fiscal Year 2022-2023 Budget.

NOW IT IS THEREFORE ORDERED that the Department of Information Technology Fiscal Year 2022-2023 budget be revised as set forth above.

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Foote recognized Muriel Reid, Director of Information Technology and Fidelis Malembeka, Chief Financial Officer, 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 FORTY-EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i DIGITAL BLACK/WHITE AND COLOR SYSTEM AND THE KONICA MINOLTA BIZHUB 4750i DIGITAL (BLACK/WHITE) TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Public Works Department desires to enter into a 48-month rental agreement for a black/white and a multifunction color copier to be used by the Divisions of Administration and Solid Waste; and

WHEREAS, Advantage Business Systems, Inc. provides a Konica Minolta Bizhub C750i b/w and color copier and a Konica Minolta Bizhub 4750i black and white copier with auxiliary equipment through State of Mississippi Contract number 8200067921 at a cost of \$325.00 and \$65.00 monthly totaling \$390.00 a month for forty-eight (48) months; and

WHEREAS, the principal place of business for Advantage Business Systems, Inc., is 5442 Executive Place, Jackson, MS 39206; and

1. **KONICA MINOLTA BIZHUB C750i** to replace **XEROX C8070H** for Public Works Solid Waste – At a monthly rental cost of \$325.00 for forty-eight months and a maintenance charge of \$.0073 for all b/w copies and all color copies billed \$.059 to be invoiced with monthly charge.
2. **KONICA MINOLTA BIZHUB 4750i** to replace **CANON RUNNER ADVANCE 400IF** for Public Works Administration – At a monthly rental cost of \$65.00 for forty-eight months and a maintenance charge of \$.015 for all b/w copies to be invoiced with monthly charge.

WHEREAS, it is the recommendation of the Public Works Department that this lease agreement be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business System providing for the 48-month rental of a Konica Minolta Bizhub C750i b/w and color copier with auxiliary equipment at a cost of \$325.00 per month plus a copy charge of \$.0073 for all (Black and White), \$.059 (Color Impressions) and a Konica Minolta Bizhub 4750i b/w copier with auxiliary equipment at a cost of \$65.00 per month, plus a copy charge of \$0.15 (Black and White) per copy to include toners, parts, drums, except paper or staples, labor and service calls.

IT IS, THEREFORE, ORDERED that payment for the rental of equipment and the copy charges be made from budgeted funds of the Department of Public Works.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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 has 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
ADCO Electrical	Lobby and Director's Office Lights	\$1,730.00
Adams Evans Waterproofing Co.	Power wash, coating & sealant	\$4,423.00
Elite Paint	Remove concrete base slabs, statues	\$3,900.00
Guaranteed Roofing	Roof Repair	\$3,214.00
	Total	\$13,267.00

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



April 28, 2023

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

Re: Arts Center, Lobby & Director's Lights

Dear Ms. Martin:

Please find attached a proposal from ADCO in the amount of \$1,730.00 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

1887 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 - P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 - Fax 601-362-9812 - www.benchmarkms.com

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7396
JACKSON, MISSISSIPPI 39282-7396
(601) 922-3576 FAX (601) 922-9706

PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Lobby and Directors Office Lights

David,

We are pleased to provide our price to provide and install the new Lights indicated by the Architect's Drawing for the Arts Center lower Lobby and Directors office This Proposal includes the (7) Flat Panel lights and (3) Exit Lights in the new Lobby Ceiling and the (2) new Flat Panel lights in the Director's Office and one 4' Trec lighting Base trac, all as per the Architects CR#04 Drawing dated 4/21/23.

Our price including Tax for this installed work is: \$ 1,730

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

As time is of the essence on this project; this price will be good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.



May 1, 2023

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

Re: Arts Center – Power wash, coating & sealant

Dear Ms. Martin:

Please find attached a proposal from Adam Evans Waterproofing Co., Inc. in the amount of \$4,423.00. 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

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9612 • www.benchmarkms.com



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

April 20, 2023

City of Jackson
c/o Mr. David March
Benchmark Construction
1867 Crane Ridge Dr. Ste 200
Jackson, MS 39201

RE: Arts Center, Jackson, Mississippi
West stair temporary coating

Mr. Marsh,

Attached and in accordance with the sketch by Canizaro Cawthon Davis sent Monday, April 17, 2023, please find two photos indicating the approximate temporary coating areas. Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment and AEW standard insurance to complete the following scope of work:

- 1) Power wash exterior concrete deck, existing coating, masonry rowlock and roof termination flashing.
- 2) Apply three coats of Soprema's Alsan Flashing with fiberglass reinforcement at the prepared area.
- 3) Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the west stair bottom to top of wall joint.

Price: \$ 4,423.00

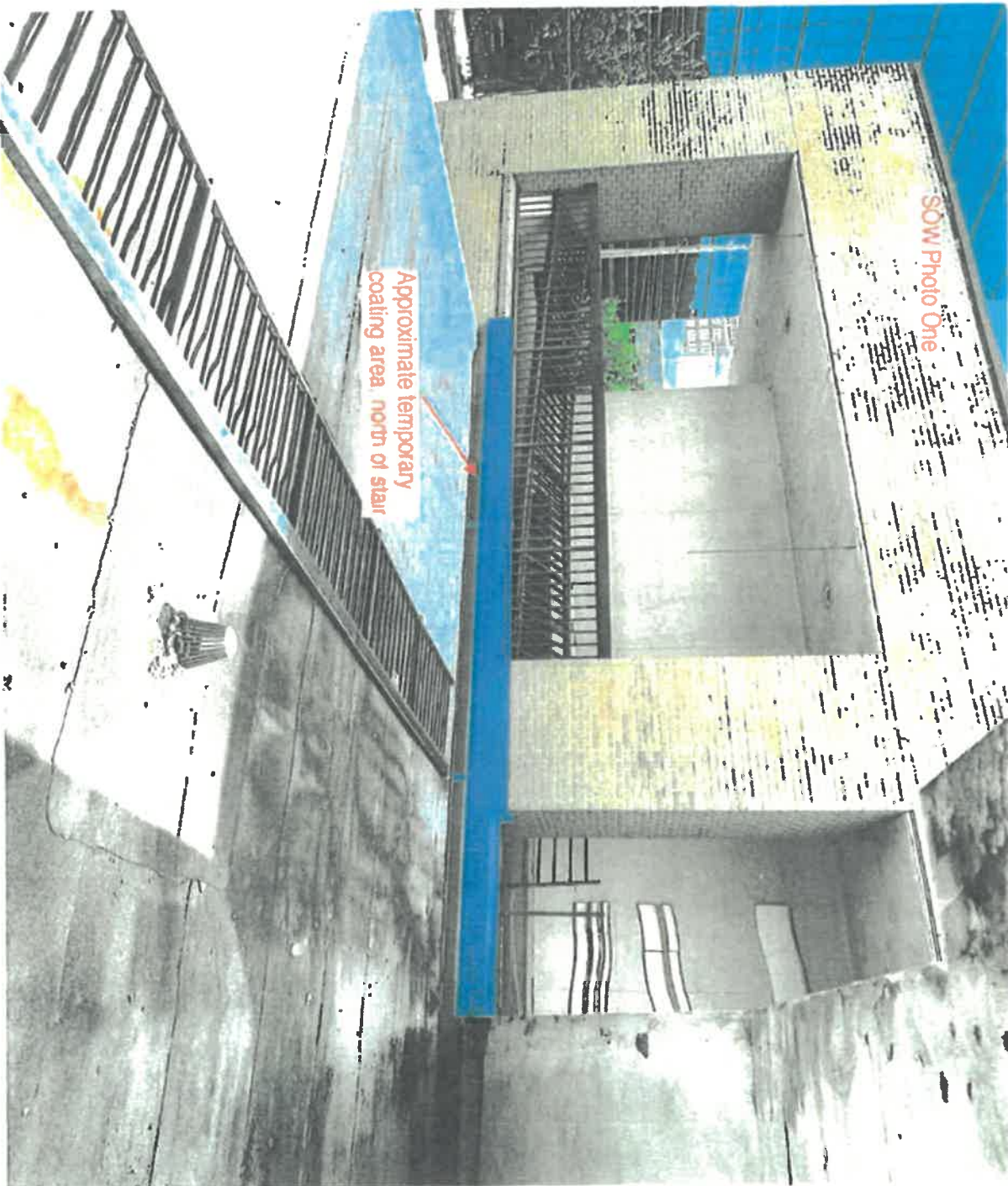
Mr. David Marsh
April 20, 2023
Page 2

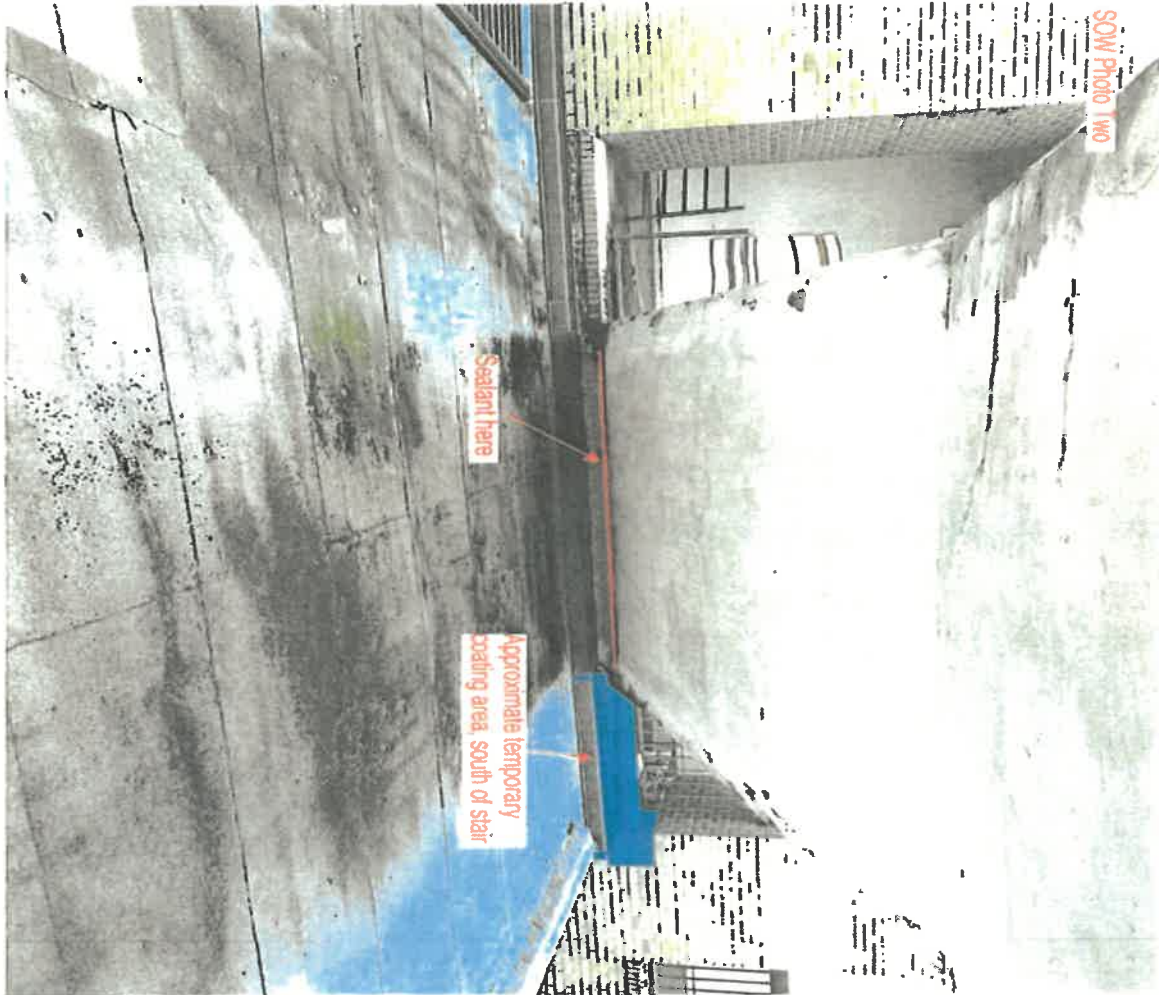
Note that we make no guaranty that completion of this scope of work will cause the cessation of moisture into the structure. We appreciate the opportunity to offer this quotation. If there are any questions, please call.

Sincerely,



Sean Dunaway





May 4, 2023

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

Re: Thalia Mara – Concrete Base Slab

Dear Ms. Martin:

Please find attached a proposal from Elite Paint in the amount of \$3,900.00. 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



ELITE PAINT LLC
156 Greenfield Ridge Dr.
Brandon, Ms, 39042
josef@elitepaintllc.com
Cell 601-717-2976

TO: BENCHMARK CONSTRUCTION
1867 Crane Ridge Drive Suite 200-A
Jackson, MS 39216

estimate	Date
#042	May/3/23

Project: Thalia Mara Hall
Address: 256 E Pascagoula St.
Jackson, MS 39201

Flags,
Remover 12 in, 2 concrete base slab.

Total \$ 3,900.

Respectfully, Jose Fonseca



May 4, 2023

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

Re: Thalia Mara – Roof Repair

Dear Ms. Martin:

Please find attached a proposal from Guaranteed Roofing in the amount of \$3,214.00. 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



PROPOSAL

May 5, 2023

1. Repair three small penetration roughly 1/2" in diameter
2. Repair one lift in roof Cap Sheet
3. Clean Sludge off of roof around two roof drains

This proposal is for above mentioned repair only. There is no guarantee for other leaks reported.

Price for repair \$ 3,214.00

Thank you,

Shelley R. Joiner
Shelley R. Joiner
Vice President

601-939-2848
renee@guaranteedroofingcompany.com
www.greatestroofers.com
P.O. Box 54122
Pearl, MS 39268-4122

Renee Joiner
Guaranteed Roofing Company
5/4/2023 | 4 Photos

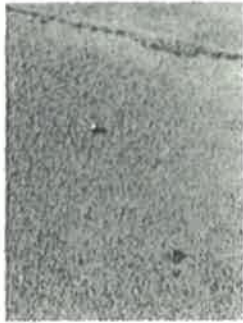


Investigate Leak

More

Investigate Leak

1



Project: Thalia Mora

2



Thalia Mora

3



Thalia Mora

4



Thalia Mora

Thalia Mora

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING A CONTRACT WITH MS TIRE RECYCLING FOR TIRE COLLECTION AND RECYCLING FOR THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AND AUTHORIZING PAYMENT.

WHEREAS, MS Tire Recycling was selected by governing authorities of the City of Jackson and awarded a contract for the collection and disposal of waste tires on January 27, 2017; and

WHEREAS, due to exigent circumstances, illegally dumped waste tires had to be removed from the City right-of-ways and properties within the City limits past the expiration of the contract; and

WHEREAS, MS Tire Recycling agreed to provide the disposal and collection services at the rates provided by the expired contract, which are set forth in the invoices attached to this Order; and

WHEREAS, the Solid Division confirms that the collection and disposal of the tires identified in the attached invoices was done by MS Tire Recycling and that these services benefited the City.

IT IS, THEREFORE, ORDERED that a contract complying with the terms and conditions of the January 27, 2017 Contract except for the term of the contract which shall be for December 15, 2021 through June 15, 2022 is hereby ratified.

IT IS FURTHER ORDERED that payment to MS Tire Recycling in the amounts set forth be made pursuant to the ratified contract, consistent with the attached invoices:

MS Tire Recycling	\$ 1,602.00
MS Tire Recycling	\$ 530.00
MS Tire Recycling	\$ 1,932.00
MS Tire Recycling	\$ 5,214.00
MS Tire Recycling	\$ 590.00
Total	\$ 9,868.00

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

President Foote recognized **Lakeshia Weathers, Solid Waste 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 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PUBLIC RIGHTS PROJECT TO REPRESENT THE CITY IN CHALLENGING THE LEGALITY OF ACTIONS TAKEN DURING THE 2023 MISSISSIPPI LEGISLATIVE SESSION.

WHEREAS, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in any matters related to actions taken during the 2023 Mississippi Legislative Session; and

WHEREAS, Public Rights Project (“Firm”) and its attorneys have the expertise and training to protect the best interest of the City of Jackson in lawsuits or any other matters concerning actions taken during the 2023 Mississippi Legislative Session; and

WHEREAS, it would be in the best interests of the City to enter into a legal services agreement with the Public Rights Project to perform all duties associated with representation of the City in these matters on a pro bono basis; and

WHEREAS, the Public Rights Project agrees (1) to bear all costs, unless otherwise specified in the agreement or a subsequent mutually agreed upon written agreement, (2) to provide its services and litigation expenses associated with this lawsuit free of charge, except the City will be solely responsible for any fees, costs, or sanctions imposed by a court because of any factual misrepresentations that the City has made to the Firm or for sanctions imposed by the court because of the City’s failure to comply with a court order, provided that the City is given reasonable notice of the court’s order, (3) to be responsible for all costs otherwise associated with the case that it accrues, including travel, filing fees, deposition costs, and other out-of-pocket costs, however, the City will bear responsibility for any incidental costs of participation in the litigation that the City accrues on its own, such as printing, shipping, legal research,

and telecommunications costs and in no event shall the Firm be responsible to reimburse the City for any time or expense the City incurs on its own as a result of being involved in this matter; and

WHEREAS, the agreement shall commence on May 23, 2023 and shall expire at the time that final judgment has been entered and/or any appeals have been resolved, of any matters filed and litigated as a result of actions taken during the 2023 Mississippi Legislative Session unless terminated earlier.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Public Rights Project to represent the City in the above referenced matters on a pro bono basis.

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

President Foote recognized **Catoria Martin, City Attorney** and **Jonathan Miller, Chief Program Officer, Public Rights Project**, who provided a brief overview of said item.

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

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

Nays – Foote.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH TIM HOWARD TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City Council previously authorized a contract between the City of Jackson and Tim Howard for a period of 6 months and said period will expire on May 31, 2023; and

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), when a person is charged with an offense in municipal court punishable by confinement, the municipal judge, being satisfied that such person is an indigent person and is unable to employ counsel, may, in the discretion of the court, appoint counsel and compensation for appointed counsel in criminal cases shall be approved and allowed by the municipal judge and shall be paid by the municipality; and

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), when a person is charged with an offense in municipal court punishable by confinement, the municipal judge, being satisfied that such person is an indigent person and is unable to employ counsel, may, in the discretion of the court, appoint counsel and compensation for appointed counsel in criminal cases shall be approved and allowed by the municipal judge and shall be paid by the municipality; and

WHEREAS, the City Council previously authorized a contract between the City of Jackson and Metro Public Defender Office to provide professional legal services to indigent criminal defendants as required by law; and

WHEREAS, the Office of the City Attorney in consultation with the Office of the City Prosecutor and municipal court judges, determined there is a need for additional attorneys to ensure representation of indigent defendants in cases arising within Municipal Court, in Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), the maximum compensation provided for representation shall not exceed Two Hundred Dollars (\$200.00) for any one (1) case and the governing authorities of a municipality may, in their discretion, appoint a public defender(s) who must be a licensed attorney and who shall receive a salary to be fixed by the governing authorities; and

WHEREAS, the Office of the City Attorney recommends the City of Jackson execute a renewal contract with Tim Howard for (1) year with an option to renew said contract for additional terms in an amount not to exceed \$5,000.00 per month to represent indigent defendants in cases arising within the Municipal Court, Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a renewal contract with Tim Howard to provide professional legal services for certain indigent defendants charged with misdemeanor offenses in Jackson Municipal Court in the contract amount of \$5,000.00 per month or less.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any other documents that are necessary to effectuate the intent of this order.

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

President Foote recognized **Catoria Martin, City Attorney** and **Chandra Gayten, Chief Municipal Prosecutor**, 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 PAYMENT OF \$30,000.00 TO THE ESTATE OF REGUS MCCULLEN AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on April 11, 2022, sewage began to back up into the home located at 4555 Raymond Road, Jackson, Mississippi, owned by the Estate of Regus McCullen and occupied by Jacqueline McCullen, causing damage to flooring, walls, bathtub, carpet and personal items; and

WHEREAS, the City Attorney’s office has determined that compromising the claim is in the best interest of the City of Jackson as claimant had previous reports of sewage backup; and

WHEREAS, pursuant to the current consent decree, the City of Jackson paid for the clean up to the residence located at 4555 Raymond Road, Jackson, Mississippi, in the amount of \$6,633.76 for the April 11, 2022 incident; and

WHEREAS, the home owner incurred costs associated with the sewage backup which includes: repair/replacement to carpet, floors, sheet rock, fixtures, furniture, temporary housing and replacement of other personal items.

IT IS HEREBY ORDERED that payment in the amount of \$30,000.00 be made to Regus McCullen Estate, as a compromised full and complete settlement for any and all claims resulting from property damage and expenses related to the incident that occurred on April 11, 2022, due to sewage backup into the residence located at 4555 Raymond Road, Jackson, Mississippi.

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

President Foote recognized **Carrie Johnson, Deputy City Attorney**, 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 KAYLA POWER TO SERVE AS A LEGAL INTERN FOR THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, the Office of the City Attorney seeks to hire a legal intern to serve as an assistant in the main office with transactional and litigation attorneys and in the Office of the City Prosecutor; and

WHEREAS, the legal intern will serve in the capacity of a contract worker being paid \$25.00 per hour for approximately six weeks, commencing Tuesday, May 23rd and terminating Friday, June 30, 2023; and

WHEREAS, the Office of the City Attorney received the resume and cover letter from Kayla Powe, a student at the University of Mississippi School of Law; and

WHEREAS, based on the skills and education of Kayla Powe, the Office of the City Attorney and Human Resources Department recommend the City of Jackson employ Kayla Powe as a legal intern for a six-week period.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Kayla Powe to provide assistance to the Office of the City Attorney and Office of the City Prosecutor for a six week period to be paid \$25.00 per hour.

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

President Foote recognized **Catoria Martin, City Attorney**, 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 REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

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

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

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

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

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law

pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

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

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

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

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.

WHEREAS, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

WHEREAS, Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and

WHEREAS, Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22nd to read General Order #3 to the people of Galveston: “The people of Texas are informed ... all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves...;” and

WHEREAS, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and historical presentations related to this celebration- - much like the Fourth of July; and

WHEREAS, the City of Jackson, Mississippi celebrates with the world, in honoring the African American cultural celebration of unity and freedom, known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year. Juneteenth became a federal holiday on June 17, 2021 in all 50 states and the District of Columbia.

IT IS HEREBY RESOLVED that the City Council of the City of Jackson, Mississippi, highly honors and recognizes the annual Juneteenth Freedom and Unity Cultural Celebration.

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

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

Nays – None.

Absent – Stokes.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

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

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

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

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

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

The following reports/announcements were provided during the meeting:

- **Council Member Banks** announced the following:
 - Continued prayers for **Council Member Stokes** and the Cooper family during the loss of his wife LaRita Cooper-Stokes.

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Banks** to go into Closed Session to take up Discussion Item 45. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Litigation”.

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

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

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

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 2:30 p.m. on June 1, 2023. At 11:51 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mesler-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 7/18/2023
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

Angele Harris
CITY CLERK
