

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 January 28, 2025, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

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

The invocation was offered by **Pastor Jerry Mannery, We Are One United Methodist Church, Ward 6**.

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

The following announcements were provided to open the meeting:

- **Council Member Hartley** announced the following:
 - Acknowledged and expressed condolences to the family of Sidney Hill Gladney who passed away on, January 8, 2025. He was a former code enforcement supervisor with the City of Jackson and served on the Planning Board.
- **Council Member Banks** announced the following:
 - Opened in honor of Sharell Denaise Campbell.
- **Council Member Lindsay** announced the following:
 - Opened in honor of Mr. Wright's mother, Sister Earnestine Young.

Note: Council Member Stokes joined the meeting.

The following individuals provided public comments during the meeting:

- **Hattie Morrow** expressed concerns regarding potholes and bridges on Hwy 80.
- **Darren Phillips** expressed concerns regarding police presence in the city.
- **Zach Servis** expressed concerns regarding website issues, political signage and permits for restaurants to use restrooms.
- **Johnny Cavett** expressed concerns regarding his housing burning down.
- **Anthony Davis** expressed concerns regarding the Jackson Police Department's actions regarding Johnny Cavett's house burning.

There came on for Introduction, Agenda Item No. 2:

ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON AUGUST 12, 2024, BY CHANGING THE POLLING PLACE FOR PRECINCT #98 LOCATED WITHIN MADISON COUNTY, MISSISSIPPI DISTRICT #2.

President Lindsay recognized Council Member Banks who moved, seconded by Council Member Clay to expedite said item to make it effective immediately. The motion prevailed by the following vote:

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

Thereafter, President Banks requested that the Clerk read the order:

ORDINANCE CHANGING THE POLLING PLACE FOR PRECINCT NUMBER 98 LOCATED AT TOUGALOO COLLEGE TO PRECINCT NUMBER 80 LOCATED AT THE TOUGALOO COMMUNITY CENTER.

WHEREAS, the Jackson, Mississippi City Council approved a redistricting ordinance on August 12, 2024, pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

WHEREAS, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

WHEREAS, the Municipal Election Commissioners for the City of Jackson has determined that it would be in the best interest of the City to eliminate voting precinct #98 located at Tougaloo College due to very low voter turnout and merge said voters with precinct #80 Tougaloo Community Center; and

WHEREAS, said voters for precinct #98 is housed within Madison County voter rolls; and

WHEREAS, the Election Commissioners and the Municipal Clerk for the City of Jackson believe that approval of this ordinance is necessary to eliminate an underperforming polling place due to very low voter turnout during municipal elections.

NOW, THEREFORE, BE IT ORDAINED by the City of Jackson:

SECTION 1. The polling place for Precinct #98 located at Tougaloo College, 500 West County Line Road, Tougaloo, Mississippi 39174 is hereby relocated to Tougaloo Community Center, 318 Vine S., Jackson, Mississippi 39212 in order to eliminate an underperforming polling place for the City of Jackson

SECTION 2. This Ordinance shall become effective immediately.

Council Member Banks moved adoption; President Lindsay seconded.

President Lindsay recognized Angela Harris, Municipal Clerk, and Drew Martin, City Attorney who provided a brief overview of said item.

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

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

Absent – None.

There came on for Introduction, Agenda Item No. 3:

ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON AUGUST 12, 2024, BY CHANGING THE POLLING PLACES FOR THE CITY OF JACKSON TO ALIGN WITH THE NEW WARD LINES LOCATED WITHIN HINDS COUNTY, MISSISSIPPI.

President Lindsay recognized Council Member Banks who moved, seconded by Council Member Clay to expedite said item to make it effective immediately. The motion prevailed by the following vote:

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

Thereafter, President Lindsay requested that the Clerk read the order:

ORDINANCE AMENDING DECENNIAL REDISTRICTING ORDINANCE APPROVED BY THE JACKSON CITY COUNCIL ON AUGUST 12, 2024, BY CHANGING THE POLLING PLACES FOR THE CITY OF JACKSON TO ALIGN WITH THE NEW WARD LINES LOCATED WITHIN HINDS COUNTY, MISSISSIPPI.

WHEREAS, the Jackson, Mississippi City Council approved a redistricting ordinance on August 12, 2024, pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

WHEREAS, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

WHEREAS, the Jackson City County desires to align the voting precincts with the new ward lines to eliminate having split voting precincts; and

WHEREAS, based upon said request to realign and merge voting precincts to align with the new ward lines, the Municipal Clerk and the Municipal Election Commissioners have agreed comply with said request and

WHEREAS, the proposed changes would be changed as follows:

Ward	Action	Polling Location
Ward 2	Move voters to Precinct 43	Fresh Start Christian Center- 5210 Manhattan Rd.
Ward 3	Precinct 10	Galloway Elementary School-186 Idlewild St
Ward 5	Precinct 22B to Precinct 55	Police Training Academy-3000 St. Charles St.
Ward 5	Change Precinct 50 to Ward 5	St. Luther Baptist Church-1040 Banks St.
Ward 5	Move portion of voters to Precinct 70	New Horizon Church-1750 Bobby Rush Blvd.
Ward 6	Move Precinct 94 B to 100	Christ Tabernacle Church-1201 Cooper Rd.
Ward 6	Change 76 A & B to 76	Sykes Park Community Ctr.- 520 Sykes Rd.
Ward 6	Change 93 A & B to 93	Victory AME Zion Church- 715 Cooper Rd.
Ward 7	Move Precinct 4 to Precinct 6	Good Samaritan Center-114 Millsaps Ave
Ward 7	Move portion of JXN 1 to 77	Shirley-210 Daniel Lake Blvd.

WHEREAS, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure accuracy of voters in precincts and polling places that align with the new ward lines in the City of Jackson, Mississippi and for ease of voting by the electorate.

NOW, THEREFORE, BE IT ORDAINED by the City of Jackson:

SECTION 1. The polling places for Wards 2, 3, 5, 6 and 7 be as follows:

Ward	Action	Polling Location
Ward 2	Move voters to Precinct 43	Fresh Start Christian Center- 5210 Manhattan Rd.
Ward 3	Precinct 10	Galloway Elementary School-186 Idlewild St
Ward 5	Precinct 22B to Precinct 55	Police Training Academy-3000 St. Charles St.
Ward 5	Change Precinct 50 to Ward 5	St. Luther Baptist Church-1040 Banks St.
Ward 5	Move portion of voters to Precinct 70	New Horizon Church-1750 Bobby Rush Blvd.
Ward 6	Move Precinct 94 B to 100	Christ Tabernacle Church-1201 Cooper Rd.
Ward 6	Change 76 A & B to 76	Sykes Park Community Ctr.- 520 Sykes Rd.
Ward 6	Change 93 A & B to 93	Victory AME Zion Church- 715 Cooper Rd.
Ward 7	Move Precinct 4 to Precinct 6	Good Samaritan Center-114 Millsaps Ave
Ward 7	Move portion of JXN 1 to 77	Shirley-210 Daniel Lake Blvd.

to better facilitate the holding of elections in their prospective wards.

SECTION 2. This Ordinance shall become effective immediately.

Council Member Banks moved adoption; Council Member Hartley seconded.

President Lindsay recognized Angela Harris, Municipal Clerk, who recommended an amendment to change the header to read "Ordinance of the City of Jackson, Mississippi establishing the polling places for the City of Jackson to align with the new ward lines located within Hinds County, Mississippi." and the 5th Whereas and Section 1, to include changing Ward 4 94A to 94.

Council Member Banks moved; seconded by Council Member Hartley, to amend said order to reflect the changes as stated by Angela Harris, Municipal Clerk. The motion prevailed by the following vote:

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.

Nays – Foote.

Absent – None.

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

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE POLLING PLACES FOR THE CITY OF JACKSON TO ALIGN WITH THE NEW WARD LINES LOCATED WITHIN HINDS COUNTY, MISSISSIPPI.

WHEREAS, the Jackson, Mississippi City Council approved a redistricting ordinance on August 12, 2024, pursuant to the provisions of Section 21-8-7(4)(c) of the Mississippi Code (1972), as amended; and

WHEREAS, Section 23-15-557 of the Mississippi Code (1972), as amended, authorizes the governing authorities of a municipality within the state of Mississippi in their discretion to divide the municipality into a sufficient number of voting precincts of such size and location as is necessary with the same number of polling places necessary to accommodate the electorate; and

WHEREAS, the Jackson City County desires to align the voting precincts with the new ward lines to eliminate having split voting precincts; and

WHEREAS, based upon said request to realign and merge voting precincts to align with the new ward lines, the Municipal Clerk and the Municipal Election Commissioners have agreed comply with said request and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 28, 2025 10:00 A.M.**

WHEREAS, the proposed changes would be changed as follows:

Ward	Action	Polling Location
Ward 2	Move voters to Precinct 43	Fresh Start Christian Center- 5210 Manhattan Rd.
Ward 3	Precinct 10	Galloway Elementary School-186 Idlewild St
Ward 4	Change Precinct 94A to 94	Peggy Calhoun Community Ctr- 4243 Will O Wood Blvd
Ward 5	Precinct 22B to Precinct 55	Police Training Academy-3000 St. Charles St.
Ward 5	Change Precinct 50 to Ward 5	St. Luther Baptist Church-1040 Banks St.
Ward 5	Move portion of voters to Precinct 70	New Horizon Church-1750 Bobby Rush Blvd.
Ward 6	Move Precinct 94 B to 100	Christ Tabernacle Church-1201 Cooper Rd.
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WHEREAS, the governing authorities for the City of Jackson believe that approval of this ordinance is necessary to ensure accuracy of voters in precincts and polling places that align with the new ward lines in the City of Jackson, Mississippi and for ease of voting by the electorate.

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Ward 7	Move portion of JXN 1 to 77	Shirley-210 Daniel Lake Blvd.

to better facilitate the holding of elections in their prospective wards.

SECTION 2. This Ordinance shall become effective immediately.

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.

Nays – Foote.

Absent – None.

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF EDUCATIONAL PROGRAM COORDINATOR.

WHEREAS, the Department of Human and Cultural Services requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of a Educational Program Coordinator that is tailored to the Jackson Planetarium; and

WHEREAS, the creation of this classification is necessary to development, coordination, and implementation of innovative educational programs aimed at inspiring and engaging diverse audiences in the wonders of astronomy and space science at the City of Jackson’s Planetarium; and

WHEREAS, the key responsibilities of this position are:

- Program Development and Implementation: Design and oversee a comprehensive suite of educational programs, including school visits, public lectures, interactive workshops, and special events, aligning with current scientific research and educational best practices.
- Curriculum Integration: Collaborate with local schools and educational institutions to integrate planetarium programming into STEM curricula, with a focus on underserved communities, ensuring programs support educational standards and learning outcomes.
- Community Engagement and Partnerships: Establish and maintain partnerships with community organizations, educational institutions, and industry partners to expand the reach and impact of planetarium programming.
- Advocacy: Champion belonging, dignity, and justice within all educational programs, ensuring content and delivery methods are accessible and relevant to a broad and diverse audience.
- Training and Professional Development: Develop and implement training programs for planetarium staff and volunteers on educational best practices and effective communication strategies.
- Evaluation and Assessment: Implement assessment tools to measure the effectiveness of educational programs, gathering feedback from participants and stakeholders to continuously improve programming.
- Grant Writing and Fundraising: Identify and pursue funding opportunities to support educational initiatives, including grant writing and cultivating relationships with donors and sponsors.

WHEREAS, inquiries were submitted to the following Southeastern cities; Mobile, Alabama and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the was within the range of \$43,125.39-\$57,174.81; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Educational Program Coordinator classification to the current compensation plan; and

WHEREAS, the Educational Program Coordinator will have civil service protection; and

WHEREAS, it is recommended that the Educational Program Coordinator job classification be added as a pay range 30 with annual compensation being between \$50,217.78-\$60,707.46; and

WHEREAS, the recommended salary range exceeds the median range for the surveyed cities; and

WHEREAS, it is recommended that the Educational Program Coordinator job classification be added as pay range 30 with annual compensation being between \$50,217.78-\$60,707.46 to add an opportunity for salary growth; and

WHEREAS, the Department of Human and Cultural Services has informed the Department of Human Resources that it has the money in its budget to cover the recommended position that will be added to the compensation plan.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Educational Program Coordinator with a pay range of 30 (\$50,217.78-\$60,707.46) to be effective immediately.

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

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

Nays – None.
Absent – None.

ORDINANCE AMENDING THE COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS.

WHEREAS, on November 9, 2021, the City Council voted to approve compensation for municipal election commissioners, poll managers, resolution board and box helpers; and

WHEREAS, municipal election commissioners deemed it necessary to increase the compensation for poll managers and resolution board members to mirror compensation provided by Hinds County; and

WHEREAS, Sections 23-15-153 of the Mississippi Code (1972) sets forth the compensation for duly appointed county election commissioners and does not provide for the compensation of duly appointed municipal election commissioners; and

WHEREAS, the Mississippi Attorney General opined that as there is no state statute setting the compensation of municipal election commissioners, municipal governing authorities may set the compensation of municipal election commissioners for the same or similar rate and parameters established by Section 23-15-153 of the Mississippi Code (1972) for county commissioners; and

WHEREAS, Sections 23-15-227 and 23-15-229 of the Mississippi Code (1972) provide for the compensation of certain duly appointed poll managers and other workers for the performance of duly authorized activities during an election; and

WHEREAS, pursuant to Section 23-15-229 of the Mississippi Code (1972) the compensation for poll managers and other workers in the polling places of a municipality shall be the same as the compensation paid by the county for said services without any requirement to pay any additional compensation authorized by board of supervisors; and

WHEREAS, pursuant to Section 23-15-227 of the Mississippi Code (1972) poll managers are paid a minimum of One Hundred Twenty-Five dollars (\$125.00) per election; and

WHEREAS, however, under Section 23-15-229 of the Mississippi Code (1972) that municipal governing authorities may, in their discretion, pay said poll managers and other workers an additional amount of compensation not to exceed Fifty Dollars (\$50.00) per election; and

WHEREAS, poll managers duly designated to be the receiving and returning manager are entitled to an additional ten dollars (\$10.00) for carrying the boxes to the polling place and another ten dollars (\$10.00) for returning the boxes; and

WHEREAS, the resolution board is comprised of an odd number of not less than three qualified voters appointed by municipal election commissioners to review all rejected, damaged, defective, blank or overvoted ballots in accordance with Section 23-15-523 of the Mississippi Code (1972); and

WHEREAS, box helpers are utilized to assist with loading and uploading ballot boxes and supplies immediately before and after an election; and

WHEREAS, it is the recommendation of the Municipal Clerk that compensation be made for election commissioners, poll managers, resolution board members and box helpers as follows:

SECTION 1. Municipal Election Commissioners shall be compensated in the amount of one hundred (\$100.00) for every day or period of no less than five (5) hours accumulated over two or more days actually employed in the performance of their duties in the conduct of an election, for not more than one hundred seventy-five (175) days per year, with no more than sixty-five (65) additional days allowed for the conduct of each election in excess of one (1) occurring in any calendar year. Election Commissioners will receive a per diem in the amount of two hundred dollars (\$200.00) on Election Day. Election Commissioners shall sign personally a certification setting forth the number of hours actually worked in the performance of the Commissioner's official duties and for which the Commissioner seeks compensation. The certification must be on the form prescribed in Section 23-15-153 of the Mississippi Code (1972). The Commissioner's signature is, as a matter of law, made under the commissioner's oath of office and under penalties of perjury.

SECTION 2. Poll Managers shall be compensated in the amount of two hundred dollars (\$200.00) per election. Poll Managers designated as Receiving and Returning Managers shall be compensated an additional ten (\$10.00) for taking boxes to the polling place and another ten (\$10.00) for returning the boxes after the election. Poll Managers shall be compensated twenty-five (\$25.00) for attending a two-hour training. Poll Managers shall sign personally a certification setting forth the number of hours actually worked in the performance of the Poll Manager's official duties and for which the Poll Manager seeks compensation. The Poll Manager's signature is, as a matter of law, made under the Poll Manager's oath of office and under penalties of perjury.

SECTION 3. Resolution Board members shall be compensated in the amount of two hundred dollars (\$200.00) for the performance of any duties prescribed in Section 23-15-523 of the Mississippi Code (1972) on Election Day. However, that shall be two hundred dollars (\$200.00) for the performance of any duties prescribed in Section 23-15-523 of the Mississippi Code (1972) after Election Day. Resolution Board members shall be required to attend a two-hour training specific to the Resolution Board's duties. Resolution Board members must personally sign a certification setting forth the number of hours actually worked in the performance of the Resolution Board member's official duties and for which the Resolution Board member seeks compensation. The Resolution Board member's signature is, as a matter of law, made under the Resolution Board member's oath of office and under penalties of perjury.

SECTION 4. Box Helpers shall be compensated in the amount of seventy-five dollars (\$75.00) per day immediately before and after an election. Box helpers shall sign personally a certification setting forth the number of hours actually worked in providing assistance with loading and uploading ballot boxes and supplies immediately before and after an election and for which the Box Helper seeks compensation. The Box Helper's signature is, as a matter of law, made under the Box Helper's oath of office and under penalties of perjury.

THEREFORE, BE IT ORDAINED that this ordinance will be effective thirty (30) days after passage and publication.

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

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

ORDER APPROVING CLAIMS NUMBER 31197 to 31245 APPEARING AT PAGES 191 TO 211 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$1,654,653.04 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS, HEREBY ORDERED that claims numbered 31197 to 31245 appearing at pages 191 to 211, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$1,654,653.04 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	766,184.83
TECHNOLOGY FUND	1,102.84
PARKS & RECR. FUND	55,963.35
LANDFILL/SANITATION FUND	164,481.16
STATE TORT CLAIMS FUND	5,500.00
WATER/SEWER OP & MAINT FUND	78.72
REPAIR & REPLACEMENT FUND	30,143.95
EMPLOYEES GROUP INSURANCE FUND	2,636.50
HOUSING COMM DEV ACT (CDBG) FD	15,332.03

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UNEMPLOYMENT COMPENSATION	2,072.84
H O P W A GRANT – DEPT OF HUD	71,553.84
TRANSPORTATION FUND	8,145.62
JXN CONVENTION & VISITORS BUR	284,061.07
2019 TIF BOND \$1.8 – LANDMAKR	197,596.00
ZOOLOGICAL PARK	10,243.00
DFA – SB2971 – TOUGALOO CENTER	560.00
DFA – THALIA MARA HALL \$2M	23,985.00
DFA – HB603 – BLIGHTED PROPERTIES	38,500.00
2022 COPS MICROGRANT	497.29

TOTAL **\$1,654,653.04**

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

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

President Lindsay recognized **Louis Wright, Chief Administrative Officer** and **Lakesha Weathers, Solid Waste Manager**, who provided an overview of said item.

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31197 TO 31245 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 31197 to 31245 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$97,829.81 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		2,786,825.96
PARKS & RECR FUND		87,203.98
LANDFILL FUND		30,376.28
SENIOR AIDES		3,453.09
WATER/SEWER OPER & MAINT		55,234.24
PAYROLL	\$97,829.81	
HOUSING COMM DEV		2,790.88
TITLE III AGING PROGRAMS		6,063.13
TRANSPORTATION FUND		14,969.12
PEG ACCESS-PROGRAMMING FUND		2,502.63
2020 SAKI GRAND DOJ		7,434.55
ZOOLOGICAL PARK		26,941.61
NLC-MUNICIPAL REIMAGINING COMM		4,142.69
TOTAL		\$3,027,938.16

Council Member Banks moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE DEPARTMENT OF ADMINISTRATION TO PAY PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE MEMBERS OF THE CITY COUNCIL, THE MAYOR, AND CITY EMPLOYEES DUTIES FOR YEAR 2025.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the Department of Administration pays annual dues from Fund 1, Account 001-493-00-6443, to the following organizations:

1. Greater Jackson Chamber Partnership
2. U.S. Conference of Mayor
3. National League of Cities

WHEREAS, the Greater Jackson Chamber Partnership helps promote interests beneficial to individual businesses and the city. The Greater Jackson Chamber Partnership fosters business and economic development within the city of Jackson; and

WHEREAS, Greater Jackson Chamber Partnership membership dues for the city of Jackson is \$10,000.00; and

WHEREAS, U.S. Conference of Mayors is a service organization that provides management and technical assistance to black mayors and articulates the membership's concerns on national policy issues; and

WHEREAS, city dues are billed annually. All dues are for one year and are based on the population of Jackson. Dues will increase by 3% annually through 2029; and

WHEREAS, the National League of Cities (NCL) is an organization comprised of city, town, and village leaders that are focused on improving the quality of life for their current and future constituents; and

WHEREAS, the National League of Cities (NLC) is a strategic partner for local leaders and municipal staff, serving as a resource and advocate for communities large and small; and

WHEREAS, dues are based on the municipality population size; and

WHEREAS, in prior years, the City of Jackson has been paying annual dues to said organizations; and

WHEREAS, there is no authority to pay registration fees and travel-related expenses prior to the approval by the governing authorities; therefore, the Department of Administration requests the authority to pay, in an amount not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to membership in the above-referenced professional organizations.

IT IS, THEREFORE ORDERED that the governing authorities for the city of Jackson find that membership in the listed organizations is reasonable and necessary to the performance of their duties, the membership will accrue to the benefit of the municipality, and any benefit to the individuals are merely incidental.

IT IS, FURTHER ORDERED that the Department of Finance and Administration is authorized to expend funds for membership in the organizations listed in this order, subject to the provision of supporting documentation.

IT IS, THEREFORE, ORDERED that the Department of Finance and Administration may expend funds in an amount not exceeding the amount available in the budget for registration fees and travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to membership in the above-referenced professional organizations.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson find it necessary and proper to authorize the Department of Administration the authority to pay necessary invoices upon receipt for the above-referenced organizations from account 001-493-00-6443.

Council Member Banks moved adoption; Council Member Hartley seconded.

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

ORDER REVISING THE DEPARTMENT OF ADMINISTRATION, MUNICIPAL COURT DIVISION, FISCAL YEAR 2025 FISCAL YEAR BUDGET.

WHEREAS, the City of Jackson, Department of Administration requests a revision to its 2025 fiscal year budget to provide consistent and outstanding services to our employees and citizens; and

WHEREAS, the Department of Administration recommends that the governing authorities for the City of Jackson transfer funds in the amount of Seventy-Four Thousand Nine Hundred and Thirty-Five Dollars (\$74,935.00) to provide support to the City of Jackson Police Department by increasing the number of security personnel in the City; and

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

WHEREAS, the following funds are being amended:

To/From	Fund/Account Number	Account Name	Amount
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TUESDAY, JANUARY 28, 2025 10:00 A.M.**

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From:	001-415.10-6420	Contract Security Services	\$74,935.00
To:	001-442.35-6113	Wages	\$74,935.00;

and

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

WHEREAS, the Department of Administration found that this intradepartmental transfer of Seventy-Four Thousand Nine Hundred and Thirty-Five Dollars (\$74,935.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended. This transfer does not exceed ten percent (10%) of the total budget appropriated to the Department of Administration in the Fiscal Year 2024-2025 budget.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2025 budget of the Department of Administration, Municipal Courts Division, is amended to increase the number of security personnel within the City, as follows:

To/From	Fund/Account Number	Account Name	Amount
From:	001-415.10-6420	Contract Security Services	\$74,935.00
To:	001-442.35-6113	Wages	\$74,935.00

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

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

Nays – None.

Absent – None

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties and schedule; and

WHEREAS, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

WHEREAS, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$16.20/hour; Data Entry Clerk \$20.25/hour Receptionist \$20.25/hour; Administrative Assistant 22.95/hour; Accounting Clerk \$22.95/hour Legal Secretary; \$24.30/hour and Paralegal \$24.30/hour; and

WHEREAS, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement. The agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the agreement, either party may terminate the agreement upon 2 hours' notice; and

WHEREAS, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

WHEREAS, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

WHEREAS, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS, FURTHER ORDERED that payment for the services provided after the contract has been executed may be made to Staffers.

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

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

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

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

Nays – None.

Absent – None.

ORDER AMENDING THE CITY OF JACKSON COMPENSATION PLAN'S PAY RANGE FOR THE POSITIONS OF CODE ENFORCEMENT OFFICER; CODE ENFORCEMENT SUPERVISOR; ELECTRICAL INSPECTOR; MECHANICAL INSPECTOR; RESEARCH TECHNICIAN; SENIOR BUILDING INSPECTOR; SENIOR ELECTRICAL INSPECTOR; AND SENIOR MECHANICAL INSPECTOR BASED UPON SALARY INCREASES IMPLEMENTED IN THE BUDGET ADOPTED FOR THE FISCAL YEAR 2024-2025.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the governing authorities for the City of Jackson approved and adopted the municipal budget for the fiscal year 2024-2025 on September 11, 2024; and

WHEREAS, the budget adopted for the fiscal year 2024-2025 included salary increases for employees of the Department of Planning and Development; and

WHEREAS, the salary increases were implemented for the purpose of aiding in recruitment and retention of qualified personnel; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Code Enforcement Officer** to \$40,060.80; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Code Enforcement Supervisor** to \$44,366.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Electrical Inspector** to \$41,017.60; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Mechanical Inspector** to \$41,017.60; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Research Technician** to \$35,900.80; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Senior Building Inspector** to \$44,366.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Senior Electrical Inspector** to \$44,366.40 and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Senior Mechanical Inspector** to \$44,366.40 and

WHEREAS, the compensation increases had the effect of amending the compensation ranges established in the City of Jackson's Pay Plan; and

WHEREAS, the Department of Human Resources recommends that the compensation range for the cited positions within the Department of Planning and Development be modified to salary ranges within the pay plan that will accommodate the salary increases as follows:

- Code Enforcement Officer Range 25** with annual salary of \$39,822.11-\$48,039.06
- Code Enforcement Officer Range 27** with annual salary of \$43,678.68-\$52,738.24
- Electrical Inspector Range 25** with annual salary of \$39,822.11-\$48,039.06
- Mechanical Inspector Range 25** with annual salary of \$39,822.11-\$48,039.06
- Research Technician Range 21** with annual salary of \$33,150.08-\$39,911.70
- Senior Building Inspector Range 26** with annual salary of \$41,703.88-\$50,333.08
- Senior Electrical Inspector Range 26** with annual salary of \$41,703.88-\$50,333.08
- Senior Mechanical Inspector Range 26** with annual salary of \$41,703.88-\$50,333.08

WHEREAS, amendment of the compensation ranges for the stated classifications to accommodate the salary increases included within the fiscal year 2024-2025 budget serves the best interest of the City of Jackson; and

WHEREAS, authorizing the amendment of the compensation range for the stated classifications based upon the salary increases is consistent with Section 21-8-21(2) of the Mississippi Code which states that the salary compensation of all employees of the municipality shall be fixed by the council from time to time, as occasion demand.

IT IS, THEREFORE, ORDERED that the compensation ranges for the classifications of Code Enforcement Officer, Code Enforcement Supervisor, Electrical Inspector, Mechanical Inspector, Research Technician, Senior Building Inspector, Senior Electrical Inspector and Senior Mechanical Inspector be amended as recommended by the Department of Human Resources to accommodate the salary increases included within the fiscal year 2024-2025 budget.

IT IS, FURTHER ORDERED that the amendments shall become effective immediately.

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

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

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

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

Nays – None.

Absent – None.

ORDER AMENDING THE CITY OF JACKSON COMPENSATION PLAN'S PAY RANGE FOR THE POSITIONS OF ASSISTANT POLICE CHIEF AND PARK RANGER BASED UPON SALARY INCREASES IMPLEMENTED IN THE BUDGET ADOPTED FOR THE FISCAL YEAR 2024-2025.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the governing authorities for the City of Jackson approved and adopted the municipal budget for the fiscal year 2024-2025 on September 11, 2024; and

WHEREAS, the budget adopted for the fiscal year 2024-2025 included salary increases for members of the Jackson Police Department; and

WHEREAS, the salary increases were implemented for the purpose of aiding in recruitment and retention of qualified personnel; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Assistant Police Chief** to \$82,618.98; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Park Ranger** to \$56,000.00; and

WHEREAS, the compensation increases had the effect of amending the compensation ranges established in the City of Jackson's Pay Plan; and

WHEREAS, the Department of Human Resources analyzed the Pay Plan and has determined that the current compensation ranges of 102 and 106 for the positions cited do not accommodate the salary increases implemented in the 2024-2025 fiscal year budget; and

WHEREAS, the Department of Human Resources recommends that the compensation range for the cited positions within the Jackson Police Department be modified to salary ranges within the pay plan that will accommodate the salary increases as follows:

Assistant Police Chief Range 44 with annual salary of \$79,320.59-\$96,299.18

Park Ranger Range 30 with annual salary of \$50,217.78-\$60,707.46

WHEREAS, amendment of the compensation ranges for the stated classifications to accommodate the salary increases included within the fiscal year 2024-2025 budget serves the best interest of the City of Jackson; and

WHEREAS, authorizing the amendment of the compensation range for the stated classifications based upon the salary increases is consistent with Section 21-8-21(2) of the Mississippi Code which states that the salary compensation of all employees of the municipality shall be fixed by the council from time to time, as occasion demand; and

WHEREAS, if the pay ranges are modified as recommended, the compensation ranges of 106 and 109 will become obsolete and should be deleted from the Pay Plan.

IT IS, THEREFORE, ORDERED that the compensation ranges for the classifications of Assistant Police Chief and Park Ranger shall be amended as recommended by the Department of Human Resources to accommodate the salary increases included within the fiscal year 2024-2025 budget.

IT IS, FURTHER ORDERED that the compensation ranges of 102 and 106 shall be deleted from the Pay Plan.

IT IS, FURTHER ORDERED that the amendments shall become effectively immediately.

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

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

Nays – None.

Absent – None.

Recusal – Grizzell.

Note: Council Member Grizzell recused himself and left the meeting prior to any discussion of the matter.

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF DISTRICT FIRE CHIEF FROM RANGE 91 TO 34; FIRE CAPTAIN FROM RANGE 89 TO 31; FIRE LIEUTENANT FROM RANGE 88 TO 30; FIRE RELIEF DRIVER OPERATOR FROM RANGE 87 TO 28 AND FIREFIGHTER II FROM RANGE 86 TO RANGE 28.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the governing authorities for the City of Jackson approved and adopted the municipal budget for the fiscal year 2024-2025 on September 11, 2024; and

WHEREAS, the governing authorities for the City of Jackson approved salary increases for the Fire Department; and

WHEREAS, the governing authorities for the City of Jackson approved salary increases for the Fire Department to create recruitment and retention efforts; and

WHEREAS, the salaries were created by personnel within the Fire Department and Budget Division; and

WHEREAS, the salaries established for the following classifications were competitive and will assist with recruitment and retention efforts; and

• DISTRICT FIRE CHIEF	67,730.20
• FIRE CAPTAIN	59,913.56
• FIRE LIEUTENANT	53,730.24
• FIREFIGHTER II	47,630.40
• RELIEF DRIVER/OPERATOR	47,630.40

WHEREAS, the Department of Human Resources is requesting the governing authorities to amend the compensation plan in order to increase the pay ranges for the approved salary increases; and

WHEREAS, the Fire department classifications pay ranges begin at ranges 86 through pay range 89;

WHEREAS, pay ranges 86 through 89 do not accommodate the salary increases included in the budget adopted on September 11, 2024 for the positions of: District Fire Chief, Fire Captain, Fire Lieutenant, Firefighter II and Fire Relief Driver Operator; and

WHEREAS, the compensation plan adopted by the Jackson City Council on September 22, 1998 does have pay ranges which will accommodate the salary increases, and it is recommended that the existing pay ranges be sued to accommodate the salary increases; and

WHEREAS, there are no longer any classifications in the compensation plan adopted by the Jackson City Council on September 22, 1998 with the pay range of 86 through 89; and

WHEREAS, there are no longer any classifications in the compensation plan adopted by the Jackson City Council on September 22, 1998 with the pay range of 91; and

WHEREAS, the Department of Human Resources recommends that the pay range of 86 through 89 and 91 be deleted from the compensation plan; and

WHEREAS, it is recommended that the range established for the District Fire Chief be modified to range 34 with annual salary of \$60,567.68-\$73,317.84; and

WHEREAS, it is recommended that the range established for the Fire Captain be modified to range 31 with annual salary of \$52,620.00-\$63,632.82; and

WHEREAS, it is recommended that the range established for Fire Lieutenant be modified to range 30 with annual salary of \$50,217.78-\$60,707.46; and

WHEREAS, it is recommended that the range established for Firefighter II be modified to range 28 with annual salary of \$45,753.36-\$55,267.76 and

WHEREAS, it is recommended that the range established for Relief Driver Operator be modified to range 28 with annual salary of \$45,753.36-\$55,267.76; and

WHEREAS, amendment of the compensation ranges for the stated classifications to accommodate the salary increases included within the fiscal year 2024-2025 budget serves the best interest of the City of Jackson; and

WHEREAS, authorizing the amendment of the compensation range for the stated classifications based upon the salary increases is consistent with Section 21-8-21 (2) of the Mississippi Code which states that the salary compensation of all employees of the municipality shall be fixed by the council from time to time, as occasion demand; and

WHEREAS, if the pay ranges are modified as recommended, the compensation ranges of 86-89 and 91 will become obsolete and should be deleted from the Pay Plan.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as above.

IT IS, FURTHER ORDERED that the compensation ranges of 86-89 and 91 shall be deleted from the Pay Plan.

IT IS, FURTHER ORDERED that the amendments shall become effective immediately
Council Member Banks moved adoption; **Council Member Hartley** seconded.

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

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

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

Nays – None.

Absent – None.

ORDER AMENDING THE CITY OF JACKSON COMPENSATION PLAN'S PAY RANGE FOR THE POSITIONS OF CREW LEADER; BRIDGES AND DRAINAGE SUPERINTENDENT; SIGNAL SUPERVISOR; SIGN INSTALLATION SUPERVISOR; SHOP SUPERVISOR; MARKINGS SUPERVISOR; GROUNDS MAINTENANCE SUPERVISOR; BRIDGES & DRAINAGE SUPERVISOR; STREET MAINTENANCE SUPERVISOR; SOLID WASTE SUPERINTENDENT; LANDFILL SUPERVISOR; AND HEAVY EQUIPMENT OPERATOR BASED UPON SALARY INCREASES IMPLEMENTED IN THE BUDGET ADOPTED FOR THE FISCAL YEAR 2024-2025.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the governing authorities for the City of Jackson approved and adopted the municipal budget for the fiscal year 2024-2025 on September 11, 2024; and

WHEREAS, the budget adopted for the fiscal year 2024-2025 included salary increases for employees of the Department of Public Works; and

WHEREAS, the salary increases were implemented for the purpose of aiding in recruitment and retention of qualified personnel; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Crew Leaders** to \$45,760.00 and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Bridges & Drainage Superintendent** to \$52,000.00; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Signal Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Signal Installation Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Sign Shop Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Marking Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Grounds Maintenance Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Bridges & Drainage Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Street Maintenance Supervisor** to \$48,422.40; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Solid Waste Superintendent** to \$52,000.00; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Landfill Supervisor** to \$47,840.00; and

WHEREAS, the 2024-2025 budget adopted by the governing authorities increased the salary of the **Heavy Equipment Operator** to \$45,760.00; and

WHEREAS, the compensation increases had the effect of amending the compensation ranges established in the City of Jackson's Pay Plan; and

WHEREAS, the Department of Human Resources recommends that the compensation range for the cited positions within the Department of Public Works be modified to salary ranges within the pay plan that will accommodate the salary increases as follows:

Crew Leader Range 26 with annual salary of \$41,703.88-\$50,333.08

Bridges & Drainage Superintendent Range 30 with annual salary of \$50,217.78-\$60,707.46

Signal Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Sign Installation Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Sign Shop Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Markings Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Grounds Maintenance Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Bridges & Drainage Supervisor Range 28 with annual salary of \$45,753.36-\$55,267.76

Street Maintenance Supervisor Range 28 with annual salary of \$30,272.70-\$36,404.94

Solid Waste Superintendent Range 30 with annual salary of \$50,217.78-\$60,707.46

Landfill Supervisor Range 28 with annual salary of \$30,272.70-\$36,404.94

Heavy Equipment Operator Range 25 with annual salary of \$39,822.11-\$48,039.06

WHEREAS, amendment of the compensation ranges for the stated classifications to accommodate the salary increases included within the fiscal year 2024-2025 budget serves the best interest of the City of Jackson; and

WHEREAS, authorizing the amendment of the compensation range for the stated classifications based upon the salary increases is consistent with Section 21-8-21(2) of the Mississippi Code which states that the salary compensation of all employees of the municipality shall be fixed by the council from time to time, as occasion demand.

IT IS, THEREFORE, ORDERED that the compensation ranges for the classifications of Crew Leader, Bridges & Drainage Superintendent, Signal Supervisor, Sign Installation Supervisor, Sign Shop Supervisor, Markings Supervisor, Grounds Maintenance Supervisor, Bridges & Drainage Supervisor, Bridges & Drainage Supervisor, Street Maintenance Supervisor, Bridges & Drainage Supervisor, Street Maintenance Supervisor, Solid Waste Superintendent, Landfill Supervisor and Heavy Equipment Operator amended as recommended by the Department of Human Resources to accommodate the salary increases included within the fiscal year 2024-2025 budget.

IT IS, FURTHER ORDERED that the amendments shall become effectively immediately.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Stokes.

Nays – None.

Absent – Lindsay.

There came on for consideration, Agenda Item No. 15:

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE PAY RANGE OF DIRECTOR OF HUMAN AND CULTURAL SERVICES FROM RANGE 38 TO RANGE 50; DIRECTOR OF PARKS AND RECREATION FROM RANGE 38 TO RANGE 50; DIRECTOR OF HUMAN RESOURCES FROM RANGE 38 TO RANGE 50; DIRECTOR OF INFORMATION TECHNOLOGY FROM RANGE 38 TO RANGE 50; MUNICIPAL CLERK FROM RANGE 38 TO RANGE 50; AND DIRECTOR OF CONSTITUENT SERVICES AND COMMUNICATION. President Lindsay stated that said item would be referred to the Finance Committee.

ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2025 MUNICIPAL ELECTIONS.

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”), must conduct municipal elections to elect the Mayor and Council Members for each respective Ward; and

WHEREAS, the City Clerk and Municipal Election Commissioners are preparing for said elections; and

WHEREAS, the dates of the 2025 Municipal Elections are as follows: Primary Election- April 1, 2025; Run-off Election – April 22, 2025; and General Election- June 3, 2025; and

WHEREAS, it had been determined by the City Clerk and the Municipal Election Commissioners that use of technical support and related services for the use of County voting machines are necessary to properly conduct said elections; and

WHEREAS, Election Systems & Software ("ES&S") has proposed to provide the following support services: election technical support, election ware laptop rental, and election ware coding and support; and

WHEREAS, ES&S will provide said services, excluding ballot printing and supplies, in an amount not to exceed One Hundred Twenty-Four Thousand and Seventy-One Dollars (\$124,071.00).

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute an agreement with ES&S to provide technical support and related services to the City of Jackson, during the 2025 Municipal Elections excluding ballot printing and supplies, at a cost not to exceed One Hundred Twenty Four Thousand and Seventy-One Dollars (\$124,071.00).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS CIRCUIT CLERK FOR EQUIPMENT RENTAL FOR THE 2025 MUNICIPAL ELECTIONS.

WHEREAS, Sections 23-15-171 and 23-15-173 of the Mississippi Code Annotated of 1972 establishes the times for municipalities to conduct primary and general elections; and

WHEREAS, the City Council of Jackson, Mississippi will be conducting its 2025 primary municipal elections on April 1, 2025, and its general municipal elections on June 3, 2025; and

WHEREAS, the City of Jackson, Mississippi ("City of Jackson") must provide ballots for registered voters for absentee voting which will start forty-five days prior to the primary election; and

WHEREAS, the Hinds County Circuit Clerk has a ballot on demand printer and laptop that will have the ability to print ballots as needed for absentee voting; and

WHEREAS, the Hinds County Circuit Clerk has agreed to allow the City of Jackson to rent its ballot on demand printer and laptop at no cost to the City; and

WHEREAS, the City will be responsible for the supplies needed to operate the printer such as ballot paper and printer cartridges; and

WHEREAS, upon the conclusion of all the 2025 elections, said equipment will be returned to the Hinds County Circuit Clerk.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute an agreement with the Hinds County Circuit Clerk for equipment rental of its "Ballot on Demand" printer with laptop for the 2025 Municipal Elections at no cost to the City, excluding supplies (ballot paper and ink cartridges).

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

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

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

Yeas – Banks, Clay, Foote, Grizzell Hartley, Lindsay and Stokes,

Nays – None.

Absent – None.

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JACKSON, MISSISSIPPI, THE JACKSON PUBLIC SCHOOL DISTRICT (JPS), THE HINDS COUNTY BOARD OF SUPERVISORS, AND THE SHERIFF'S OFFICE TO PROVIDE SECURITY AT DESIGNATED ATHLETIC AND SOCIAL EVENTS.

WHEREAS, the City of Jackson has a long-standing agreement with Jackson Public School District ("JPS") to provide trained police officers as security at designated athletic and social events; and

WHEREAS, JPD proposes that the governing authority for the city of Jackson authorize the Mayor to execute a MOU with JPS, the Hinds County Board of Supervisors, and the Sheriff's Office ("HCSO") to provide security at athletics and social events from November 8, 2024, through June 30, 2025; and

WHEREAS, the terms of the MOU with the Jackson Public School District, Hinds County Sheriff's Office and the Board of Supervisors, and the Jackson Police Department are as follows:

1. Purpose. Hinds County and HCSO agrees to provide certified and trained police security at designated JPS athletic and social events. A listing of the athletic and social events, along with the number of Deputies and Supervisors to be provided by HCSO at each event, and the number of hours expected to be worked at each event will be coordinated by the Chief of JPS Campus Enforcement or his designee. All Deputies and Supervisors will act, at all times, as HCSO employees; however, they shall be under the direction of the Chief of JPS Campus Enforcement or his designee during their performance of activities related to this agreement.
2. Scope of Services: HCSO will be responsible for providing the following services:
 - a. HCSO will provide security only in the following designated areas:
 - i. Designated locations within venues identified by JPS Campus Police Enforcement.
 - b. JPS Chief of Campus Enforcement or designee and the Hinds County Sheriff or his designee will coordinate, or delegate authorized personnel to coordinate, security schedules that will ensure Hinds County Deputies and JPS security are in place a reasonable time before the start of the event.
3. Compensation. Each individual Hinds County Sheriff's Deputy Assigned pursuant to this MOA shall complete and execute a Jackson Public Schools Request to Add Vendor Form. JPS will pay each individual HCSO Deputy for all services rendered pursuant to this MOU at a rate of \$36.00 per hour for the designated supervisor and a flat rate of \$30.00 per hour for all contracted reserves deputies. Services will be provided as requested based on the listing of athletic and social events identified by the Chief of JPS Campus Enforcement or his designee. This compensation will be rendered directly to the Hinds County Sheriff's

Deputy and will not be reimbursed through the HCSO.

- a. Payment is due upon any period for which HCSO renders any services to JPS under the terms of this MOU. HCSO shall prepare and send to JPS an invoice that sets forth the amount due for the agreed-upon services provided to JPS.

If using reserve deputies, HCSO will provide a list of all reserve deputies that will be used. All reserve deputies must complete a JPS Add Vendor form and a W-9 form prior to working any events.

- b. Further, the invoice shall set out the following:
 - (1) the Deputies and Supervisor providing services.
 - (2) the position/rank and assigned rate for each Deputy and Supervisor providing services.
 - (3) date, time, and place services provided.

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- (4) the number of hours of service provided by each deputy and supervisor.
 - (5) the total amount due to HCSO, and
 - (6) any other information deemed necessary or relevant by HCSO or required by JPS.
 - c. JPS agrees to pay HCSO contracted Deputies the full amounts due on any such invoice within forty-five (45) business days of the invoice date. Invoices shall be submitted within five (5) business days post-event.
 - d. The total sum due and payable by JPS for all invoices shall not exceed the sum of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) for the term of this MOU.
 4. Security Planning. JPS and HCSO will make reasonable efforts to communicate in writing anticipated problems or concerns about security in a timely fashion.
 - a. JPS Campus Enforcement Officers/personnel shall be present at all designated athletic and social events.
 - b. JPS shall inform HCSO of anticipated or potential disturbances or safety threats that require the need for additional security.
 - c. JPS Chief of Campus Enforcement or Designee and Hinds County Sheriff or his Designee shall coordinate law enforcement schedules that will ensure proper security prior to, during, and after the event.
 - d. In the event an incident occurs that additional HCSO Deputies, other than those already scheduled to work the event are needed to respond, JPS will not be responsible for payment for such HCSO Deputies. Likewise, such additional Deputies shall be under the command of the ranking HCSO Deputy.
 5. Duty to notify. JPS agrees to promptly notify and/or provide HCSO with any information regarding any act contrary to the terms and conditions of this MOU, or any other questionable act(s) or omission(s), or any other allegation of the same, by any HCSO deputy. JPS also agrees that it shall promptly deliver to HCSO written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which JPS becomes aware of regarding any HCSO Deputy rendering services under this MOU. JPS agrees to cooperate with HCSO in any investigation conducted by HCSO into the character and/or fitness of any Deputy.
 6. Modification/Breach of Contract.
 - a. Modification. Any modifications to this MOU shall be in writing and executed by the authorized representatives of both parties.
 - b. Disputes. In the event of any dispute arising under this MOU, the parties will first negotiate in good faith to resolve such dispute.
 - c. Breach of Contract. In the event of a "Material Breach" of this MOU, this MOU shall be terminable at the option of the non-breaching party. For the purposes of this MOU, a "Material Breach" shall include, but not limited to the following events:
 - i. Failure of JPS to pay HCSO undisputed amounts due for Deputies and Supervisor providing security services hereunder within forty-five (45) business days of receiving an invoice;
 - ii. Failure of HCSO to provide Deputies and/or Supervisors for a designated event; or
 - iii. Repeated occurrences of a non-material breach.
 - d. Lawsuit. In the event a suit shall be filed to enforce any provision of this MOU, the parties submit to the jurisdiction of the state and federal courts located in Jackson, Hinds County, Mississippi.
 - e. Termination. Either party may terminate this MOU upon thirty (30) days prior written notice.

7. Police Powers. While providing services hereunder, HCSO deputies will have normal and usual police power and/or authority and discretion.
 - a. HCSO Deputies, who provide services at JPS athletic and social events will have all normal and usual authority to arrest, serve and protect, as if on duty.
 - b. Neither JPS police nor any JPS official or employee may interfere with a HCSO Deputy's authority and discretion to enforce laws of the State of Mississippi or the ordinances of Hinds County.
 - c. JPS Chief of Campus Enforcement may advise HCSO Deputies and Supervisors as to matters concerning their duties at JPS athletic and social events; however, HCSO Deputies and Supervisors shall at all times be under the supervision of the Sheriff of Hinds County and his Supervising Deputies.
 - d. HCSO assumes no liability for the actions and/or inactions of JPS Campus Police Enforcement, staff, or administration.
 - e. JPS nor the City of Jackson assume liability for the actions and/or inactions of HCSO deputies, officials, and administration providing services hereunder.
8. Value of Contract. The aggregate value of this MOU for services shall in no event exceed the maximum of \$105,000.00.
9. Mississippi State Agency Provisions. The Parties recognize and agree that Jackson Public School is a public school district serving the majority of the City of Jackson, Mississippi, and that this MOU is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this MOU and any policy, agreement, or term referenced herein which is contrary to Mississippi law is void and unenforceable.
 - a. Governing Law. This MOU shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, without giving effect to its conflict of laws principles.
 - b. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, E-Verify, and nondiscrimination.
 - c. Conflict of Interest. This MOU is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This MOU may be canceled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the MOU on behalf of the Jackson Public School District, Hinds County or the Hinds County Sheriff's Office is an employee, consultant, or agent of any other party to this MOU. Should this MOU violate a Mississippi Conflict of Interest law, the MOU may be declared void.
 - d. Records. The parties shall retain all records directly relating to this MOU during the MOU's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by the Jackson Public School District November 8, 2024 - June 30, 2025 during the term of this MOU and for three (3) years thereafter. A copy of the records shall be provided to Jackson Public School District in Jackson, Mississippi, upon request.
 - e. Failure of Legislature to appropriate. If JPS's performance under this MOU depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduce its appropriation, then JPS may provide written notice of such non-appropriation or reduction in necessary appropriation and cancel this MOU without further obligation of JPS.
 - f. E-Verify. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees. The term "employee" as used herein

means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Parties understand and agree that any breach of these warranties may subject the Parties to the following: (a) termination of this Agreement ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

g. Force Majeure. The Parties are excused from any failure or delay in the performance of responsibilities otherwise imposed by this MOU for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

10. Entire Agreement. This MOU shall constitute the full, complete, and entire MOU between the parties with respect to the subject matter of this MOU. The provisions of this MOU supersede all prior or contemporaneous, oral or written, quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this MOU.

IT IS, HEREBY, ORDERED AND HEREBY RATIFIED that the Mayor of the City of Jackson is authorized to enter into the herein-described Memorandum of Understanding between the City of Jackson, Mississippi, the Hinds County Board of Supervisors and the Sheriff's Office, and the Jackson Public School District.

IT IS, FURTHER ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary to facilitate the terms of the herein-described Memorandum of Understanding.

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

President Lindsay recognized **Chief Joseph Wade, Jackson Police Department**, who provided a brief overview of said item.

After a thorough discussion, **President Lindsay** called for a vote on said item:
Yeas – Banks, Clay, Foote, Grizzell Hartley, Lindsay and Stokes,
Nays – None.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY MANAGEMENT AGREEMENT WITH ACE TO DEUCE COMMUNITY TENNIS ASSOCIATION FOR THE MANAGEMENT OF THE DOROTHY VEST TENNIS CENTER.

WHEREAS, on July 22, 2024, the Department of Parks and Recreation issued a Statement of Qualifications for Professional Management Services for the Dorothy Vest Tennis Center Facility; and

WHEREAS, the City of Jackson, MS received a sealed proposal in response to a Request for Qualifications (RFQ) for the Management of the Dorothy Vest Tennis Center (Tennis Center) from LaPeriall Jones, executive director of Ace to Deuce Community Tennis Association (Manager). Ace to Deuce is located at 771 West Porter Street, Jackson, Mississippi; and

WHEREAS, Ace to Deuce is a non-profit corporation formed pursuant to the laws of the State of Mississippi on June 15, 2016, and is currently in good standing with the Mississippi Secretary of State's Office. Ace to Deuce is listed as a "public charity" on the Internal Revenue Service's Publication 78 Data list as an organization that is eligible to receive tax-deductible charitable contributions; and

WHEREAS, the parties desire to enter an agreement, hereinafter called "Agreement," by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City," and LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA), hereinafter called "Manager," is for the management of the Dorothy Vest Tennis Center at Battlefield Park; and

WHEREAS, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. Term: This Agreement shall commence on November 11, 2024, and expire on November 11, 2026, (a period of twenty-four (24) months) with one (1) automatic twenty-four (24) month renewal, unless terminated earlier under provisions set forth herein. Upon expiration of said term, the Manager, if necessary, shall hold over under the terms and conditions of this Agreement for no longer than ninety (90) days.
2. Scope of Services: Manager agrees to perform and provide the Services in a professional manner and in accordance with all laws, statutes, ordinances, codes, rules and regulations applicable to the Services. Manager may employ, contract with or use the service of any third party in connection with the performance of the Services as the Service Providers deem reasonably necessary or desirable, including independent, outside counsel. Manager shall act as the official Manager of the tennis facility and will be responsible for day-to-day operations, including programs, maintenance, and programs, schedule and reserve courts for play and use by the public during the hours of operations.
3. Manager will:
 - Sponsor a USTA Tourney;
 - Meet with JPS to start a Junior program/summer camp and a Senior's Day Fun League;
 - Schedule and reserve tennis courts for practice, league play, or lessons with a tennis pro;
 - Ensure the facility is cleaned on a daily basis, which includes, but is not limited to, clean and stock restrooms, empty trash cans inside/outside of facility, pick up trash around the grounds, maintain cleanliness of the courts and ensure a safe-drug free environment; and
 - Collaborate with JPS Athletic Director to ensure the courts are available for match play/tournaments;
 - Maintain a daily log for personnel use only to record daily activities, money transactions, incident log and players participation;
 - Establish and maintain a program of tennis instruction adequate to meet public demand;
 - Hold at least three (3) tournaments and mixers and, other related events, at the discretion of the Manager; and
 - Maintain records and accounts concerning the facility's operation;
 - Provide instruction at Dorothy Vest Tennis Center at Battlefield Park provided that no more than five (5) courts can be used for instruction during peak playing times. The Manager may employ competent tennis instructors to assist with the teaching programs.

- The City's Request for Proposals and Specifications and Conditions and the Manager's Proposal in response thereto are incorporated in this Agreement by reference thereto as if copied in full, in words and figures herein, as Exhibit "A".
- Execute Tennis Court Use Agreements, at the discretion of the Manager;
- At its own cost and expense, may hire, train, and supervise a staff of employees to assist in the performance of this Agreement; and
- Any and all services necessary to manage the Dorothy Vest Tennis Center.

WHEREAS, the provision of this agreement incorporates the attached Memorandum of Understanding (Attachment A) between Ace 2 Deuce CTA and Friends of Battlefield Park Foundation, Inc to promote and deliver tennis programming, programs, events, and help with facility improvements; and

WHEREAS, the Manager shall collect user fees as follows:

Daily User Fees. (All fees are based on 1 ½ hours.)

- Daytime Court Use: \$4.00 per Person
- Nighttime Court Use: \$4.00 per Person
- Clay Court Use: \$6.00 per Person

WHEREAS, the Manager shall collect membership fees as follows:

- Per Person \$30.00 monthly
- Per Person \$165.00 for six (6) months
- Per Family of (4) \$ 85.00 monthly
- Per Family of (4) \$490.00 for six (6) months
- Per Family of (4) \$995.00 yearly
- Per Family (< 4) \$350 yearly

WHEREAS, the Manager may charge fees for administration and operation of tennis leagues, tennis ladders and similar events. The fees must be filed and approved in advance by the Director of Parks and Recreation or his designee; and

WHEREAS, Jackson Public School (JPS) will have permission to use any tennis courts without charge, when said courts have been reserved by the Athletic Director of the Jackson Public Schools District, at least thirty (30) days in advance, and said courts have not been previously reserved by the Manager; and

WHEREAS, the responsibilities of the City of Jackson in this agreement are as follow:

- The City of Jackson shall pay the expense of all utilities required for the facility's operation. Interruption or failure of utilities shall not result in termination of this Agreement.
- The City of Jackson will maintain the grounds/areas outside of the courts, including, but not limited to mowing the grass, weeding, removing trash, etc.
- The City of Jackson shall order and purchase replacement nets, and windscreens required for the facility's full and complete operation. Managers will provide the

descriptions and specifications of the materials. Managers will provide a vendor list of suitable vendors form for said purchases.

- The City of Jackson will purchase the materials and pay an experienced contractor as necessary to maintain the clay courts in playing condition.
- The City shall repair and install court lighting with lighting suitable for night-time play. [LED lighting is recommended]. Until lighting is installed, full and complete operation of the is limited to use during hours of daylight.
- The City shall replace and/or install safety lighting in the parking lot, on the building, and throughout the park.
- Safety and Security: The City shall be responsible for providing security of its own choosing or form until proper and adequate lighting has been installed and working properly. The City shall share the responsibility and liability for any injuries, damage, and/or any other loss sustained by any person at the City facility and property.

WHEREAS, the Manager may sell food and beverages, provided they comply with all applicable federal, state, and local health regulations and laws and the manager may offer food catering services for special events; and

WHEREAS, the City reserves the right to enter upon the concessions or catering area at any time for the purpose of inspecting; and

WHEREAS, the City of Jackson agrees to allow the Manager to retain all fees collected from the profits, if any, derived from the sale of food, beverages and goods in the tennis pro shop; and

WHEREAS, the Manager clearly and explicitly understands that she has no ownership interest in the Dorothy Vest Tennis Center or any other City property because of this Agreement and that she nor any persons and/or organizations utilized to assist with the management of the Dorothy Vest Tennis Center pursuant to this Agreement will be considered City employees or agents of the City.

WHEREAS, the Manager agrees to the following provisions as well:

1. The Manager agrees to ensure that the facilities are open for use by the public during the following times: Spring/Summer Season*

- Monday – Thursday – 10:00 a.m. – 2:00 p.m. & 4:00 p.m.- 9:00 p.m.

- 10:00 a.m. (By appointment before 10 a.m.)

- Friday – 10:00 a.m. – 6:00 p.m. Saturday – 10:00 a.m. – 8:00 p.m.

- Sunday - 1:00 p.m. – 6:00 p.m.

Fall/Winter Season* Monday–Thursday 10:00 a.m.– 2:00 p.m. & 4:00-7:30 p.m. (By appointment before 10 a.m.)

- Saturday – 10:00 a.m. – 4:00 p.m.

- Sunday - 1:00 p.m. – 4:00 p.m.

2. **Insurance:** Manager shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide". The Manager shall carry out the policies described in paragraphs (a), (b) and (c) below from and after the date that the Manager begins using the Premises. Each policy of insurance required below shall name the City as an additional insured. Each policy of insurance required shall contain an endorsement requiring thirty (30) days' written notice from the

insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Agreement and annually thereafter, Manager shall deliver to the City certificates of insurance for each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums.

- a. Commercial General Liability Insurance covering the leased premises in the amount of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate. Manager agrees that such insurance shall contain fire and extended coverage legal liability insurance.
 - b. The equivalent of ISO Special Form Property Insurance covering Manager's trade fixtures, furniture, inventory and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.
 - c. Statutory Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than \$500,000.00.
3. **Indemnification:** By executing this Agreement, Manager releases and agrees to hold the City harmless for any injuries, damages, and/or any other loss sustained by any persons that might arise out of or be related to this Agreement. Manager further agrees to execute a stand-alone City "hold harmless" form that will cover the City for the entirety of this Agreement. Manager agrees, should any of its employees, agents, volunteers, etc., assist in the management of the Dorothy Vest Tennis Center, they do so at their own risk and the City is not responsible for any injuries, damages, and/or any other loss sustained by any such person.
4. **Tennis Court Usage:** For the benefit of all players, the following use guidelines are to be observed by Manager and the users of the tennis court:
- a. Manager shall have priority use of the tennis courts for its organized programs and events and
 - b. Subject to the Manager's first right of use, the City of Jackson reserves the right to use the tennis courts for city sponsored events, programs, and maintenance needs
 - c. Subject to the first two right of use, the Friends of Battlefield Park Foundation, Inc may use the facility for events and programs that align with City's objectives. of the partnership and may assist in fundraising efforts to support facility enhancements. and to retain such fees.
5. **Management Rights:** The Manager may exercise the following privileges at Dorothy Vest Tennis Center at Battlefield Park:
- The right to give instructions in tennis.
 - The right to sell tennis equipment, and merchandise, string, tennis racquets and sell food and beverages.
 - The right to collect fees for all services provided through the facility and to retain such fees.

WHEREAS, the City agrees to the following terms for maintenance of the premises at Dorothy Vest Tennis Center at Battlefield Park:

- The City shall maintain the court poles, nets, exterior poles and lights, trees, streets, walks, and curbs, air conditioning and heating systems of the building, all plate glass windows, locks and doors of the building, flooring, interior and exterior painting, all interior and exterior lighting fixtures, all equipment such as windscreens, court benches, spectator seating, umpire chairs, lockers, plumbing, water fountains and similar items.

- The City shall also be responsible for cutting the grass, weeds, and landscaping in and around the grounds and court areas of Dorothy Vest Tennis Center at Battlefield Park.
- All such maintenance will be performed consistent with the Parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose the City to liability. The Manager shall promptly notify the City of any needed repairs.
- The City of Jackson, Department of Parks, and Recreation shall be responsible for repairs to municipally owned equipment; however, the Manager will immediately advise the Director of the Department of Parks and Recreation of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.
- The City of Jackson will not collect any funds related to the program but may review the daily court usage numbers as reported by the Manager at any reasonable time, after having given the Manager five (5) day notice.

WHEREAS, the manager agrees to adhere to the following provisions for the maintenance of the premises at the Dorothy Vest Tennis Center at Battlefield Park:

- Manager shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. The manager shall promptly provide the City with notice of any such conditions. Using contractors approved in writing by the City, Manager shall, at its sole cost and expenses, perform maintenance and repairs to the Premises that are not the City's express responsibility under this Agreement, and keep the Premises in good condition and repair, reasonable wear and tear excepted.
- The Manager agrees to ensure that the buildings and courts always have a neat and orderly appearance. Restroom and locker room facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of facility users. Garbage, debris, and trash will be removed from the premises daily and at such other intervals necessary to ensure that the facility is clean.
- The Manager will immediately advise the Director of the Department of Parks and Recreation of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.
- Manager shall at once surrender possession and vacate the Premises, with the City's equipment and improvements, to the City in good condition and repair, ordinary wear and tear excepted upon the termination, whether by lapse of time or otherwise, or upon any termination of Manager's right to possession without termination of the Agreement.
- The Manager shall accurately track and record all expenditures and prepare a detailed quarterly report, including receipts and disbursements. All fees collected from court rentals, as well as revenue generated from the sale of food, beverages, and other items in the Tennis Pro Shop, shall be deposited into this account and shall not be commingled with any other funds that will be used to help fund programs.
- The Manager shall also record the daily number of individuals reserving and using the tennis courts and provide this information annually to the City of Jackson Department of Parks and Recreation.
- In connection with the performance of the work under this Agreement, the Manager agrees not to discriminate in any matter whatsoever, and agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the title concerning the prohibition of discrimination based on race, color, age, sex, handicap, or national origin. No person shall be denied benefits, the use of the facility, or participation in activities and events held at the facility based on the aforementioned.
- The Manager is an independent contractor and neither the Manager nor its agents or employees shall be considered employees of the City.

- The Manager agrees to indemnify and hold harmless the City of Jackson from any claims, losses, damages, attorneys' fees, and other costs arising from any claim or suit in whole or part from any alleged failure or negligence on the part of itself, its agents, employees, or representatives in operating Ace 2 Deuce CTA.
- The Manager shall observe and always comply with all Federal and State Laws and City Ordinances and Regulations which, in any manner, affect the operations of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA). Furthermore, it shall procure and pay for all permits and licenses, pay all charges and fees, and give notices necessary to the lawful operation of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA).

WHEREAS, if the Manager fails to fulfill any of its duties, the City of Jackson may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the Manager. The City will be under no obligation to pay the Manager for termination, to buy out the Manager, buy fixtures, other equipment or stock. At termination of this Agreement, the Manager will remove, without damage to Ace to Deuce Community Tennis Association, all personal property; and

WHEREAS, the City may also terminate this Agreement for any good cause within sixty (60) day written notice to the other party; and

WHEREAS, whenever notice is required by this Agreement to be given, it shall be deemed served if mailed to the following:

City of Jackson

Abraham Muhammad
Director of Parks & Recreation
633 N. State Street
5th Floor
Jackson, MS 39201
amuhammad@jacksonms.gov
601-960-0471

Managing Partner LaPeriall Jones
Executive Director, Ace to Deuce
Community Tennis Association
222 Timberline Drive
Madison, MS 39110
ace2deucecta@gmail.com
601-624-8866

With a Copy to:

Office of the City Attorney
455 East Capitol Street
Jackson, MS 39202
601-960-1799

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

WHEREAS, the City of Jackson will not be independently obligated or be liable under this Agreement to any party other than the independent contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney. In case of change in corporate ownership or status, this Agreement shall be subject to termination; and

WHEREAS, this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations; and

WHEREAS, it is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the

remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid; and

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

WHEREAS, any modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor; and

WHEREAS, it is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder. No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a contract with Ace 2 Deuce Community Tennis Association for the management of the Dorothy Vest Tennis Center.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

Ace 2 Deuce CTA and Friends of Battlefield Park Foundation, Inc.

This Memorandum of Understanding (MOU) is entered into by and between Ace 2 Deuce CTA ("Ace 2 Deuce") and Friends of Battlefield Park Foundation, Inc. ("Friends of Battlefield Park") to establish a collaborative partnership aimed at promoting and delivering tennis programming, programs, events, and facility improvements at Battlefield Park.

Scope of Collaboration:

1. **Tennis Programming and Events:**
 - o Ace 2 Deuce will provide professional tennis programming, including clinics, tournaments, and instructional events, to engage the community and foster participation.
 - o Friends of Battlefield Park will assist in promoting these programs and events through their established community networks.
2. **Facility Improvements:**
 - o Both parties will collaborate to identify and prioritize facility improvements that enhance the tennis experience at Battlefield Park.
 - o Ace 2 Deuce will seek funding opportunities and provide input on facility needs.
 - o Friends of Battlefield Park will advocate for funding, coordinate community support, and oversee approved facility improvement projects.
3. **Community Engagement:**
 - o Ace 2 Deuce will implement outreach programs to engage youth and adults in tennis, with a focus on underserved populations.
 - o Friends of Battlefield Park will support these efforts by facilitating connections with local organizations and stakeholders.

Responsibilities:

1. **Ace 2 Deuce CTA:**
 - o Develop, manage, and deliver tennis programming and events.
 - o Provide expertise and recommendations for facility upgrades.
 - o Offer training and mentorship opportunities to encourage local participation in tennis.
2. **Friends of Battlefield Park Foundation, Inc.:**
 - o Promote Ace 2 Deuce programming and events through their communication channels.
 - o Advocate for and secure resources for facility improvements.
 - o Coordinate volunteer and community support for joint initiatives.

Funding and Resources:

- Both parties will work collaboratively to seek grants, sponsorships, and other funding opportunities to support tennis programming and facility improvements.
- Any funds secured for joint projects will be allocated in accordance with a mutually agreed-upon budget and subject to applicable financial oversight.

Term and Termination:

- This MOU will commence on the date of the last signature below and will remain in effect and renewable without having to execute another MOU unless terminated earlier by either party.
- Either party may terminate this agreement with thirty (30) days written notice to the other party.

Amendments:

- This MOU may be amended by mutual agreement of both parties, documented in writing, and signed by authorized representatives of both organizations.

Signatories:

By signing below, the parties agree to the terms outlined in this MOU and commit to the goals of this partnership.

For Ace 2 Deuce CTA:

Name: LaPeria Jones

Title: Executive Director

Signature: 

Date: 12/2/2024

For Friends of Battleground Park Foundation, Inc.:

Name: Veneca Green

Title: President

Signature: 

Date: 12/12/2024

EXHIBIT A

FACILITY MANAGEMENT AGREEMENT

DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK

This Facility Management Agreement, hereinafter called "Agreement," by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City," and LaPerall Jones, d/b/s Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA), hereinafter called "Manager," is for the management of the Dorothy Vest Tennis Center at Battlefield Park.

Ace 2 Deuce CTA is a non-profit corporation formed pursuant to the laws of the State of Mississippi on June 15, 2016, and is currently in good standing with the Mississippi Secretary of State's Office. Ace 2 Deuce CTA is listed as a "public charity" on the Internal Revenue Service's Publication 78 Data list as an organization that is eligible to receive tax-deductible charitable contributions.

WITNESSETH:

WHEREAS, on July 22, 2024, the Department of Parks and Rec issued a Statement of Qualifications for Professional Management Services for the Dorothy Vest Tennis Center Facility; and

WHEREAS, the Manager's response to the City's Request for Qualifications for Professional Management Services for the Dorothy Vest Tennis Center is incorporated in this Agreement as if fully reprinted herein and shall be affixed to this Agreement as "Exhibit A;" and

WHEREAS, _____, the governing authority for the city of Jackson authorized the mayor to execute an agreement with Ace to Deuce Community Tennis Center; and

In consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. Term

This Agreement shall commence on November 11, 2024, and expire on November 11, 2026, (a period of twenty-four (24) months) with one (1) automatic twenty-four (24) month renewal, unless terminated earlier under provisions set forth herein. Upon expiration of said term, the Manager, if necessary, shall hold over under the terms and conditions of this Agreement for no longer than ninety (90) days.

2. Scope of Services

Manager agrees to perform and provide the Services in a professional manner and in accordance with all laws, statutes, ordinances, codes, rules and regulations applicable to the Services. Manager may employ, contract with or use the service of any third party in connection with the performance of the Services as the Service Providers deem reasonably necessary or desirable, including independent, outside counsel. Manager shall act as the official Manager of the tennis facility and will be responsible for day-to-day operations, including programs, maintenance, and programs, schedule and reserve courts for play and use by the public during the hours of operations. Manager will:

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- a. Sponsor a USTA Tourney;
- b. Meet with JPS to start a Junior program/summer camp and a Senior's Day Fun League;
- c. Schedule and reserve tennis courts for practice, league play, or lessons with a tennis pro;
- d. Ensure the facility is cleaned on a daily basis, which includes, but is not limited to, clean and stock restrooms, empty trash cans inside/outside of facility, pick up trash around the grounds, maintain cleanliness of the courts and ensure a safe-drug free environment; and
- e. Collaborate with JPS Athletic Director to ensure the courts are available for match play/tournaments;
- f. Maintain a daily log for personnel use only to record daily activities, money transactions, incident log and players participation;
- g. This MOU incorporates the agreement between Ace 2 Deuce CTA and Friends of Battlefield Park Foundation, Inc to promote and deliver tennis programming, programs, events, and help with facility improvements;
- h. Establish and maintain a program of tennis instruction adequate to meet public demand;
- i. Hold at least three (3) tournaments and mixers and, other related events, at the discretion of the Manager; and
- j. Maintain records and accounts concerning the facility's operation;
- k. Provide instruction at Dorothy Vest Tennis Center at Battlefield Park provided that no more than five (5) courts can be used for instruction during peak playing times. The Manager may employ competent tennis instructors to assist with the teaching programs.
- l. The City's Request for Proposals and Specifications and Conditions and the Manager's Proposal in response thereto are incorporated in this Agreement by reference thereto as if copied in full, in words and figures herein, as Exhibit "A".
- m. Maintain a program of tennis instruction adequate to meet the demands of the public;
- n. Execute Tennis Court Use Agreements, at the discretion of the Manager;
- o. At its own cost and expense, may hire, train, and supervise a staff of employees to assist in the performance of this Agreement; and
- p. Any and all services necessary to manage the Dorothy Vest Tennis Center.

3. The Manager shall collect user fees as follows:

Daily User Fees. (All fees are based on 1 ½ hours.)

- Daytime Court Use: \$4.00 per Person
- Nighttime Court Use: \$4.00 per Person
- Clay Court Use: \$6.00 per Person

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Membership Fees.

■ Per Person:	\$30.00	■ Per Family (of 4):	\$85.00
■ Per Person - Six (6) Months	\$165.00	■ Per Family (of 4) (6mo):	\$490.00
■ Family – Yearly	\$350.00	■ Per Family (of 4) (Yearly):	\$995.00

The fees that are collected shall be used for the operation and maintenance of the tennis courts. Managers may charge fees for administration and operation of tennis leagues, tennis ladders and similar events. The fees must be filed and approved in advance by the Director of Parks and Recreation or his designee. However, Jackson Public Schools (JPS), will have permission to use any tennis courts without charge, when said courts have been reserved by the Athletic Director of the Jackson Public Schools District, at least thirty (30) days in advance, and said courts have not been previously reserved by the Manager.

3. Utilities, Lighting, Routine Maintenance and Repairs

- a. The City of Jackson shall pay the expense of all utilities required for the facility's operation. Interruption or failure of utilities shall not result in termination of this Agreement.
- b. The City of Jackson will maintain the grounds/areas outside of the courts, including, but not limited to mowing the grass, weeding, removing trash, etc.
- c. The City of Jackson shall order and purchase replacement nets, and windscreens required for the facility's full and complete operation. Managers will provide the descriptions and specifications of the materials. Managers will provide a vendor list of suitable vendors form for said purchases.
- d. The City of Jackson will purchase the materials and pay an experienced contractor as necessary to maintain the clay courts in playing condition.
- e. The City shall repair and install court lighting with lighting suitable for night-time play. [LED lighting is recommended]. Until lighting is installed, full and complete operation of the is limited to use during hours of daylight.
- f. The City shall replace and/or install safety lighting in the parking lot, on the building, and throughout the park.

4. Safety and Security

The City shall be responsible for providing security of its own choosing or form until proper and adequate lighting has been installed and working properly. The City shall share the responsibility and liability for any injuries, damage, and/or any other loss sustained by any person at the City facility and property.

5. Sales

The Manager may sell food and beverages, provided they comply with all applicable federal, state, and local health regulations and laws. Additionally, the Manager may offer food catering services for special events. The City reserves the right to enter upon the concessions or catering area at any time for the purpose of inspecting. The City of Jackson agrees to allow the Manager to retain all fees collected from

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the profits, if any, derived from the sale of food, beverages and goods in the tennis pro shop.

6. No Ownership Interest

The Manager understands and agrees that the Manager shall obtain no ownership interest in the Dorothy Vest Tennis Center or any other City property because of this Agreement. The Manager also understands and agrees that neither she nor any persons and/or organizations utilized to assist with the management of the Dorothy Vest Tennis Center pursuant to this Agreement will be considered City employees or agents of the City.

7. Hours of Operation

The Manager agrees to ensure that the facilities are open for use by the public during the following times:

Spring/Summer Season*

■ Monday – Thursday – 10:00 a.m. – 2:00 p.m. & 4:00 p.m.- 9:00 p.m.

10:00 a.m. (By appointment before 10 a.m.)

■ Friday – 10:00 a.m. – 6:00 p.m.

■ Saturday – 10:00 a.m. – 8:00 p.m.

■ Sunday - 1:00 p.m. – 6:00 p.m.

Fall/Winter Season

■ Monday – Thursday – 10:00 a.m. – 2:00 p.m. & 4:00 p.m. – 7:30 p.m.

10:00 a.m. (By appointment before 10 a.m.)

■ Saturday – 10:00 a.m. – 4:00 p.m.

■ Sunday - 1:00 p.m. – 4:00 p.m.

The above-stated hours are minimum hours. The Manager agrees to have the facility open for public use. The Manager can extend the times when the facility is open for public use.

During November through January, the Manager shall have the discretion to reduce the hours of operation due to weather conditions or lack of usage. The Manager shall also have the discretion to close on all major holidays or reduce the hours of operation on the following holidays: Christmas, Christmas Eve, New Year's Eve, New Year's Day, and Dr. Martin Luther King Jr.'s Day.

8. Insurance

Manager shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide":

(A) Commercial General Liability Insurance covering the leased premises in the amount of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate. Manager agrees that such insurance shall contain fire and extended coverage legal liability insurance.

(B) The equivalent of ISO Special Form Property Insurance covering Manager's trade fixtures, furniture, inventory and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.

(C) Statutory Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than \$500,000.00.

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The Manager shall carry out the policies described in paragraphs (A), (B) and (C) above from and after the date that the Manager begins using the Premises.

Each policy of insurance required above shall name the City as an additional insured. Each policy of insurance required by this Section 21 shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Agreement and annually thereafter, Manager shall deliver to the City certificates of insurance for each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums.

9. Hold-Harmless

By executing this Agreement, Manager releases and agrees to hold the City harmless for any injuries, damages, and/or any other loss sustained by any persons that might arise out of or be related to this Agreement. Manager further agrees to execute a stand-alone City "hold harmless" form that will cover the City for the entirety of this Agreement. Manager agrees, should any of its employees, agents, volunteers, etc., assist in the management of the Dorothy Vest Tennis Center, they do so at their own risk and the City is not responsible for any injuries, damages, and/or any other loss sustained by any such person.

10. Tennis Court Usage

For the benefit of all players, the following use guideline are to be observed by Manager and the users of the tennis court.

- a. Manager shall have priority use of the tennis courts for its organized programs and events and
- b. Subject to the Manager's first right of use, the City of Jackson reserves the right to use the tennis courts for city sponsored events, programs, and maintenance needs
- c. Subject to the first two right of use, the Friends of Battlefield Park Foundation, Inc may use the facility for events and programs that align with City's objectives. of the partnership and may assist in fundraising efforts to support facility enhancements. and to retain such fees.

11. Management Rights

The Manager may exercise the following privileges at Dorothy Vest Tennis Center at Battlefield Park:

- The right to give instructions in tennis.
- The right to sell tennis equipment, and merchandise, string, tennis racquets and sell food and beverages.
- The right to collect fees for all services provided through the facility and to retain such fees.

12. City's Maintenance of Premises

The City shall maintain the court poles, nets, exterior poles and lights, trees, streets, walks, and curbs, air conditioning and heating systems of the building, all plate glass windows, locks and doors of the building,

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flooring, interior and exterior painting, all interior and exterior lighting fixtures, all equipment such as windscreens, court benches, spectator seating, umpire chairs, lockers, plumbing, water fountains and similar items.

The City shall also be responsible for cutting the grass, weeds, and landscaping in and around the grounds and court areas of Dorothy Vest Tennis Center at Battlefield Park.

All such maintenance will be performed consistent with the Parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose the City to liability. The Manager shall promptly notify the City of any needed repairs.

13. Manager's Maintenance of Premises

Manager shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. The manager shall promptly provide the City with notice of any such conditions. Using contractors approved in writing by the City, Manager shall, at its sole cost and expenses, perform maintenance and repairs to the Premises that are not the City's express responsibility under this Agreement, and keep the Premises in good condition and repair, reasonable wear and tear excepted.

The Manager agrees to ensure that the buildings and courts always have a neat and orderly appearance. Restroom and locker room facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of facility users. Garbage, debris, and trash will be removed from the premises daily and at such other intervals necessary to ensure that the facility is clean, neat, and orderly.

14. Manager's Maintenance Obligation

The City of Jackson, Department of Parks, and Recreation shall be responsible for repairs to municipally owned equipment; however, the Manager will immediately advise the Director of the Department of Parks and Recreation of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.

15. Surrender of Premises

Upon the termination, whether by lapse of time or otherwise, or upon any termination of Manager's right to possession without termination of the Agreement, Manager shall at once surrender possession and vacate the Premises, with the City's equipment and improvements, to the City in good condition and repair, ordinary wear and tear excepted.

16. Records and Reports

The Manager 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.

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All fees collected from court rentals, as well as revenue generated from the sale of food, beverages, and other items in the Tennis Pro Shop, shall be deposited into this account and shall not be commingled with any other funds that will be used to help fund programs. The Manager shall accurately track and record all expenditures and prepare a detailed quarterly report, including receipts and disbursements.

The Manager shall also record the daily number of individuals reserving and using the tennis courts and provide this information annually to the City of Jackson Department of Parks and Recreation.

The City of Jackson will not collect any funds related to the program but may review the daily court usage numbers as reported by the Manager at any reasonable time, after having given the Manager five (5) day notice.

17. Non-Discrimination

In connection with the performance of the work under this Agreement, the Manager agrees not to discriminate in any matter whatsoever, and agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the title concerning the prohibition of discrimination based on race, color, age, sex, handicap, or national origin. No person shall be denied benefits, the use of the facility, or participation in activities and events held at the facility based on the aforementioned.

18. Independent Contractor

The Manager is an independent contractor and neither the Manager nor its agents or employees shall be considered employees of the City.

19. Indemnification

The Manager agrees to indemnify and hold harmless the City of Jackson from any claims, losses, damages, attorneys' fees, and other costs arising from any claim or suit in whole or part from any alleged failure or negligence on the part of itself, its agents, employees, or representatives in operating Ace 2 Deuce CTA.

20. Termination

If the Manager fails to fulfill any of its duties, the City of Jackson may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the Manager. The City will be under no obligation to pay the Manager for termination, to buy out the Manager, buy fixtures, other equipment or stock. At termination of this Agreement, the Manager will remove, without damage to Ace 2 Deuce Community Tennis Association, all personal property.

The City may also terminate this Agreement for any good cause with (60) sixty days written Notice to the other Party.

21. Notice

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Whenever notice is required by this Agreement to be given, it shall be deemed served if mailed to the following:

City of Jackson Abram Muhammad, Director Department of Parks & Recreation 633 N. State Street, 5 th Floor Jackson, MS 39202 amuhammad@jacksonms.gov 601-960-0471	Managing Partner LaPerall Jones, Executive Director, Ace to Deuce Community Tennis Association 222 Timberline Drive, Madison, MS 39204 ace2deuce@a2d.com 601-624-8866	With a Copy to: Office of the City Attorney 455 East Capitol Street Jackson, MS 39201 601-960-1799
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22. Compliance with Laws

The Manager shall observe and always comply with all Federal and State Laws and City Ordinances and Regulations which, in any manner, affect the operations of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA). Furthermore, it shall procure and pay for all permits and licenses, pay all charges and fees, and give notices necessary to the lawful operation of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA).

23. Availability of Funds

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

24. Assignment

The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the independent contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney. In case of change in corporate ownership or status, this Agreement shall be subject to termination.

25. Governing Laws

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

26. Severability

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

27. Public Records Act

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-2.

28. Modification or Amendment

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

29. Approval

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

30. No Waiver of Breach

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

31. Entire Agreement

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

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**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 28, 2025 10:00 A.M.**

774

IN WITNESS WHEREOF, this Agreement is entered into the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe Antar Lumumba, Mayor

EXECUTIVE DIRECTOR

BY: _____
LaPeriall Jones, Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA)

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Vice President Grizzell moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH FOR A PERIOD OF ONE (1) YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

WHEREAS, the City of Jackson, on behalf of the Jackson Zoological Park with the Department of Parks and Recreation desires to retain All About Animals, Inc., to ensure veterinary care and medicine services for animals located at the Jackson Zoological Park; and

WHEREAS, All About Animals, Inc., is a veterinary clinic owned and operated by licensed veterinarians Dr. Michael and Rebecca Holifield, who practice veterinarian care and medicine in the State of Mississippi; and

WHEREAS, All About Animals, (vendor number 73555), is an active vendor with the City of Jackson; and

WHEREAS, All About Animals is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on October 14, 2009; and

WHEREAS, All About Animals, Inc., will provide veterinary care and medicine weekly and/or when necessary, to animals at the Jackson Zoological Park located at 2918 West Capitol Street Jackson, Mississippi 39213; and

MINUTE BOOK 7A

WHEREAS, All About Animals, Inc. will provide veterinary care to the City of Jackson Zoological Park for a sum of Two-Thousand and Seven Hundred (\$2,700.00) Dollars a month; and

WHEREAS, All About Animals, Inc. will provide said drugs that (cannot be ordered by Jackson Zoological personnel within a certain timeframe) are needed for animals at the wholesale price, which will be ordered and invoiced, separately, to the City of Jackson, Mississippi; and

WHEREAS, The City of Jackson will afford All About Animals, Inc. the use of any facilities at the Jackson Zoological Park for various medical treatments and/or any surgical operations needed for any of the animals, in the said Jackson Zoological Park. In addition, All About Animals, Inc. agrees to furnish any and all extra help for the said purpose, with no additional cost to the City of Jackson, Mississippi; and

WHEREAS, The City of Jackson, Mississippi agrees to allow employees to assist with veterinary care provided by All About Animals, Inc. with animals housed at the Jackson Zoological Park. Through this agreement, it is understood that the City of Jackson, Mississippi Jackson Zoological Park employees are under the veterinarian's direction for the purpose of those duties; and

WHEREAS, if/ when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular procedure, All About Animals, Inc. will take said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi; and

WHEREAS, All About Animals, Inc. agrees to furnish the best professional services in the treatment of the animals in the Jackson Zoological Park, all for the consideration herein set forth; and

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

WHEREAS, All About Animals, Inc. agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. All About Animals, Inc. agrees to review the animals and determine any treatment measures, if needed for the animals with the Animal Curator and/ or the Veterinarian Technician of the Jackson Zoological Park; and

WHEREAS, All About Animals, Inc. agrees to provide professional support from a veterinarian. Examples of support needed include: husbandry needs, exhibit needs, keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.; and

WHEREAS, All About Animals, Inc., agrees to have a veterinarian on call 24 hours a day to provide any needed medical assistance for the animals located in the Jackson Zoological Park, including but not limited to various medical and/or surgical services; and

IT IS, THEREFORE, ORDERED that veterinary care services are authorized to be provided by All About Animals, Inc. for a period of one (1) year beginning October 1, 2024, through September 30, 2025, for the continuous care of animals at the Jackson Zoological Park.

IT IS, FURTHER ORDERED that the City is hereby authorized to make payments to All About Animals, Inc., in the amount of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month, totaling THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS (32,400.00) for licensed veterinary care of animals located at the Jackson Zoological Park.

IT IS, FURTHER ORDERED those payments for the above-mentioned services in the amount of TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) be made to All About Animals. Inc (vendor number 73555) from account no. 390-498.00-6419 for providing twelve (12) months of veterinary care services to the animals at the Jackson Zoo; thus

IT IS, FURTHERED ORDER that the payments for the said drugs ordered at wholesale prices by All About Animals will be invoiced separately and paid for from account no 390-498.00-6419.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND BIG MOKEY TRAIN, INC., FOR THE USE OF A TWENTY-FOUR-INCH (24") GAUGE TRAIN AT THE JACKSON ZOO LOCATED AT 2918 WEST CAPITOL STREET, JACKSON, MISSISSIPPI.

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

WHEREAS, the Jackson Zoo and the Department of Parks and Recreation wish to enter into an Agreement with Big Mokey Trains, Inc., ("Big Mokey Train") for the rental and use of a twenty-four-inch (24") gauge train; and

WHEREAS, Big Mokey Train has provided an Agreement for the rental and use of a twenty-four-inch (24") gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months; and

WHEREAS, the Jackson Zoo shall pay Big Mokey Train fifty percent (50%) of all monthly train ticket sales (ticket prices shall be \$3.00 per person, per ride) accompanied by a detailed written report of daily train ticket sales; and

WHEREAS, the Jackson Zoo shall include information about the operational train in all advertisements of attractions available at the Jackson Zoo; and

WHEREAS, the Jackson Zoo shall provide all fuel and oil for the train to be operational at the Jackson Zoo; and

WHEREAS, the Jackson Zoo shall provide staff and designate a supervisor to oversee proper protocol, checklists completion, operations, and maintenance of the train engine, coaches, and train track; and

WHEREAS, Big Mokey Train shall provide the Jackson Zoo with tickets to be used for train rides; and

WHEREAS, Big Mokey Train shall remain responsible for all major repairs and maintenance on the engine and coaches, including but not limited to, brakes, rear-end work, and transmission; and

WHEREAS, In the event of train inoperability/break-down, Big Mokey Train shall replace any inoperable unit(s) with serviceable unit(s) within forty-eight (48) hours after being notified of train inoperability; and

WHEREAS, the Jackson Zoo shall use its own maintenance staff for minor train repairs and routine train maintenance; and

WHEREAS, neither the City of Jackson nor the Jackson Zoo shall be liable for any injuries or damages to any persons or property occurring from the use and operation of said train, unless caused by the gross negligence of the City of Jackson and/or the Jackson Zoo; and

WHEREAS, Big Mokey Train shall maintain a liability insurance policy with a minimum of One Million (\$1,000,000.00) Dollars in personal injury coverage and a minimum of One Million (\$1,000,000.00) Dollars in property damage coverage, listing the City of Jackson as an additional named insured in said policy; and

WHEREAS, Big Mokey Train shall provide a copy of said liability insurance policy and a Certificate of Coverage to the City of Jackson and the Jackson Zoo, before the train begins operation; and

WHEREAS, Big Mokey Train shall maintain an operational train as agreed upon in the Agreement at the Jackson Zoo for a period of twelve (12) months, said twelve (12) months commencing upon the first day the train is operational for public use; and

WHEREAS, the Agreement may be terminated with cause by either party upon providing a sixty (60) day written notice to the other party; and

WHEREAS, In the event of an early termination as outlined above, Big Mokey Train shall be given a reasonable amount of time to remove the train.

IT IS, THEREFORE ORDERED that the Mayor be authorized to execute an Agreement with Big Mokey Train for the use of a twenty-four-inch (24") gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months commencing upon the first day that the train is operational for public use, with the Jackson Zoo paying Big Mokey Train fifty percent (50%) of all train ride ticket sales.

IT IS, FURTHER ORDERED that payment for this Agreement be made from the funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from Big Mokey Train.

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

President Lindsay recognized **Abram Muhammad, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER RATIFYING AND ACCEPTING BIDS OF SUNRISE PRODUCE FOR A TWELVE-MONTH SUPPLY OF FRESH PRODUCE FOR THE JACKSON ZOO.

WHEREAS, the Department of Parks and Recreation issued a request for bids for a twelve (12) month supply of fresh produce for the Jackson Zoo with primary and alternative suppliers; and

WHEREAS, the Department received two (2) bids for the twelve (12) month supply of fresh produce with primary and alternative suppliers; and

WHEREAS, Robertson Produce of Mississippi, with its principal office located at 1520 Clinton Business Park Drive, Clinton, MS 39056, submitted a bid including, but not limited to, the following:

1	Apples	5 cases (weekly average)	45.00	225.00
2	Romaine Lettuce	3 cases (weekly average)	43.00	129.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 28, 2025 10:00 A.M.**

3	Sweet Potatoes	5 cases (weekly average)	28.50	142.50
4	Carrots	2 cases (weekly average)	43.50	87.00
5	Oranges	5 cases (weekly average)	40.25	201.25
6	Bananas	5 cases (weekly average)	26.50	132.50
7	Corn	2 cases (weekly average)	41.75	83.50
8	Grapes	1 case (bi-weekly average)	42.50	42.50
9	Delivery Fee	1 delivery	5.50	5.50

Alternative Items			
1A	Pear (Apple Alternative)	5 cases (weekly average)	46.25
1B	Peaches (Apple Alternative)	5 cases (weekly average)	NA
1C	Papaya (Apple Alternative)	5 cases (weekly average)	NA
2A	Arugula (Romaine Lettuce Alternative)	3 cases (weekly average)	16.25
2B	Kale (Rome Lettuce Alternative)	3 cases (weekly average)	30.50
2C	Spinach (Romaine Lettuce Alternative)	3 cases (weekly average)	20.25
2D	Swiss Chard (Romaine Lettuce Alternative)	3 cases (weekly average)	36.50
2E	Collard Greens (Romaine Lettuce Alternative)	3 cases (weekly average)	30.50
3A	Butternut Squash (Sweet Potato Alternative)	5 cases (weekly average)	34.50
3B	Acorn Squash (Sweet Potato Alternative)	5 cases (weekly average)	34.50
3C	Spaghetti Squash (Sweet Potato Alternative)	5 cases (weekly average)	34.50
4A	Sweet Potatoes (Carrot Alternative)	2 cases (weekly average)	28.50
4B	Butternut Squash (Carrot Alternative)	2 cases (weekly average)	34.50
4C	Acorn Squash (Carrot Alternative)	2 cases (weekly average)	34.50
4D	Spaghetti Squash (Carrot Alternative)	2 cases (weekly average)	34.50
4E	Beets	2 cases (weekly average)	31.25
5A	Grapefruit (Orange Alternative)	5 cases (weekly average)	42.00
5B	Tangerines (Orange Alternative)	5 cases (weekly average)	46.00
5C	Papaya (Orange Alternative)	5 cases (weekly average)	NA
5D	Pineapple (Orange Alternative)	5 cases (weekly average)	25.00

WHEREAS, Sunrise Produce, with its principal office located at 4229 Michael Avalon Street, Jackson, MS 39211, submitted a bid including, but not limited to the following:

1	Apples	5 cases (weekly average)	35.00	175.00
2	Romaine Lettuce	3 cases (weekly average)	38.00	114.00
3	Sweet Potatoes	5 cases (weekly average)	32.00	160.00
4	Carrots	2 cases (weekly average)	28.00	56.00
5	Oranges	5 cases (weekly average)	38.00	190.00
6	Bananas	5 cases (weekly average)	24.00	120.00
7	Corn	2 cases (weekly average)	38.00	76.00
8	Grapes	1 case (bi-weekly average)	44.00	44.00
9	Delivery Fee	1 delivery	6.50	6.50

Alternative Items			
1A	Pear (Apple Alternative)	5 cases (weekly average)	49.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 28, 2025 10:00 A.M.**

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1B	Peaches (Apple Alternative)	5 cases (weekly average)	42.00
1C	Papaya (Apple Alternative)	5 cases (weekly average)	50.00
2A	Arugula (Romaine Lettuce Alternative) 2/1.5lb case	3 cases (weekly average)	35.00
2B	Kale (Rome Lettuce Alternative)	3 cases (weekly average)	30.00
2C	Spinach (Romaine Lettuce Alternative)	3 cases (weekly average)	25.00
2D	Swiss Chard (Romaine Lettuce Alternative)	3 cases (weekly average)	50.00
2E	Collard Greens (Romaine Lettuce Alternative)	3 cases (weekly average)	30.00
3A	Butternut Squash (Sweet Potato Alternative)	5 cases (weekly average)	38.00
3B	Acorn Squash (Sweet Potato Alternative)	5 cases (weekly average)	40.00
3C	Spaghetti Squash (Sweet Potato Alternative)	5 cases (weekly average)	40.00
4A	Sweet Potatoes (Carrot Alternative)	2 cases (weekly average)	32.00
4B	Butternut Squash (Carrot Alternative)	2 cases (weekly average)	38.00
4C	Acorn Squash (Carrot Alternative)	2 cases (weekly average)	40.00
4D	Spaghetti Squash (Carrot Alternative)	2 cases (weekly average)	40.00
4E	Beets (Carrot Alternative)	2 cases (weekly average)	25.00
5A	Grapefruit (Orange Alternative)	5 cases (weekly average)	45.00
5B	Tangerines (Orange Alternative)	5 cases (weekly average)	45.00
5C	Papaya (Orange Alternative)	5 cases (weekly average)	50.00
5D	Pineapple (Orange Alternative)	5 cases (weekly average)	25.00

WHEREAS, the Jackson Zoo Division of the Department of Parks and Recreation has reviewed said bids and recommends to the governing authorities for the City of Jackson to accept the term bid of Sunrise Produce, with its principal office located at 4229 Michael Avalon Street, Jackson, MS 39211, as the lowest and best bid received for supplying fresh produce to the Jackson Zoo and; and

WHEREAS, the Jackson Zoo Division of the Department of Parks and Recreation recommends to the governing authorities that the bid submitted by the other vendor be accepted as an alternative bid, in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received on December 26, 2024, from Sunrise Produce to supply fresh produce for twelve (12) months to the Department of Parks and Recreation for the Jackson Zoo, beginning on the date of this Order through January 31, 2025 is accepted as the lowest and best bid.

IT IS, FURTHER ORDERED that the bid received on December 17, 2024, from Robertson Produce of Mississippi, with its principal office located at 1520 Clinton Business Park Drive, Clinton, MS 39056, be accepted as an alternative bid, in the event that the commodity is unavailable from Sunrise Produce or in the event the lowest and best price for the item is not Sunrise Produce.

Vice President Grizzell moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE JOYSPREADERS INC. FOR THE REVITALIZATION OF HIGH STREET PARK, 125 HIGH STREET, JACKSON.

WHEREAS, The JoySpreaders Inc. wishes to donate needed repairs, remodels, and upgrades to High Street Park at 125 High Street at no cost to the City. Along with the repair and remodeling services, Joy Spreaders' generous donations will focus on the High Street Park, courts, and playground area; and

WHEREAS, The JoySpreaders Inc. wishes to donate various upgrades, repairs, and remodels at no cost to the City to modernize and increase security and public safety and will add new recreational features and activities, overhaul the basketball courts, and install new play equipment at High Street Park located at 125 High Street; and

WHEREAS, The JoySpreaders Inc. has plans for an outlook of a modern efficient public park destination for exercise and relaxation and considers this park to be a valuable resource to the community with the right love and attention; and

WHEREAS, The JoySpreaders Inc. is a nonprofit 501 (c) (3) Mississippi-based corporation, and is currently in good standing with the Mississippi Secretary of State's Office; and

WHEREAS, a summary of the improvements is as follows:

- o Property facelift of green space, including cleanup of broken bottles, trash, and sharp metal objects, and removal of property blight and overgrowth;
- o New pickleball courts, exercise equipment, seating, trash cans, and lighting;
- o Installation of a walking trail around the park;
- o Repairs to concrete slide, and installation of play equipment.

WHEREAS, the project will be completed and funded by The JoySpreaders Inc. at no cost to the City. The Joy Spreaders Foundation Inc. will ensure that funding is present and sufficient, whether self-funding or outside funding e.g. donations or grants, to cover all expenses of a phase before commencing any substantial work on that phase of the project. The Joy Spreaders will be solely responsible for any cost overages occurring during any phase of the project and will be similarly responsible should any change orders be needed or any changes made to a phase of the project that increases the original estimated cost; and

WHEREAS, the parties agree that the MOU is fully incorporated into this document as if reprinted herein; and

WHEREAS, it is in the best interest of the City to accept The Joy Spreaders Foundation Inc.'s generous donation of upgrades, repairs, and construction for High Street Park because said donation will increase safety at the Park, add new recreational activities, increase patronage of the Park, and the City is not required to monetarily contribute to this project.

IT IS, THEREFORE, ORDERED that the City accepts The JoySpreaders Inc.'s donation pursuant to the terms of this Order and to the terms of the corresponding MOU.

IT IS, FURTHER ORDERED that the MOU related to this Order be fully incorporated into this Order and be reprinted, along with this Order, in the Minutes that cover this City Council meeting.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute the MOU that covers this project and is authorized to execute any other documents and/or agreements necessary to effectuate this Order and its corresponding MOU.

Council Member Hartley moved adoption; President Lindsay seconded.

President Lindsay recognized Abram Muhammad, Director of Parks and Recreation, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 24:

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 DECEMEBER 17, 2024 FOR THE FOLLOWING CASES:

24-714	22-1711	24-304	24-2227	24-2211	24-2240	24-2193	24-2129
24-2113	24-1308	24-2284	24-2223	24-2220	24-875	24-2197	24-2109
24-2112	24-2187	24-2289	24-2215	24-2074	24-2243	24-1911	24-1171
23-1507	24-294	23-1390	24-2214	24-2092	22-2242	24-1618	24-2134
23-122	24-2122	24-1994	24-2218	24-2095	24-2189	24-2136	24-1158
22-210	23-2775						

Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDER# 1 AND RELATED DOCUMENTS TO THE AGREEMENT WITH HEMPHILL CONTRUCTION COMPANY, INC. TO COMPLETE THE BUS STOP SIGN REPLACEMENT OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson, Mississippi (“City”), determined that it was in the City’s best interest to seek a construction company for the bus stop sign replacement project of the City’s public transit system; and

WHEREAS, on March 21, 2023, the governing authorities authorized the Mayor to execute an agreement with Hemphill Construction Company, Inc to provide construction of the bus stop sign replacement project at a total cost not to exceed four hundred thirty-seven thousand three hundred and eighty-five dollars (\$437,385.00) with a remaining balance of ten thousand eight hundred and forty-two dollars (\$10,842.00); and

WHEREAS, due to additional unforeseen sign destruction and route changes, Transit Services is requesting an extension to the contract through April 30, 2025; and

WHEREAS, during construction, multiple issues were identified that require a change order to correct; and

WHEREAS, for all work to be completed in accordance with the contract documents, minor modifications to the existing plans were required and description of each change listed below; and

Change Order#1: This was necessary due to removal/replacing/relocating of bus stops due to destruction and route changes. The original contract time was 120 days with a completion date of March 11, 2024. An additional 415 days will be added the project completion date to April 30, 2025.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment, change order#1 and related documents to the agreement with Hemphill Construction Company, Inc increasing the contract time from March 11, 2024 to April 30, 2025.

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

President Lindsay recognized **Jhai Keeton, Director of Planning and Development** and **Christine Welch, Department of Planning and Development Transit Services**, who provided a brief overview of said item.

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

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

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF TWO HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS (\$224.78) FOR THE PROCUREMENT OF SERVICES FROM JEFCOAT FENCE COMPANY, INC.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services needed for operation and maintenance of the three (3) gated entrances/exits and fence that surrounds the JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W, Jackson, MS 39204; and

WHEREAS, on December 12, 2024, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

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

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for two hundred twenty-four dollars and seventy-eight cents (\$224.78) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for two hundred twenty-four dollars and seventy-eight cents (\$224.78).

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

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

ORDER RATIFYING AND AUTHORIZING PAYMENT OF TWO HUNDRED THIRTY-SIX DOLLARS AND THIRTEEN CENTS (\$236.13) FOR PROCUREMENT OF SERVICES FROM TAYLOR POWER SYSTEMS, INC.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services for the proper operation and maintenance of the three (3) generators located at the JTRAN Administrative and Maintenance Facility (JAMF); and that requires inspections, maintenance, and repairs; and

WHEREAS, Taylor Power Systems, Inc is an active vendor with the City of Jackson and is currently in good standing per the Mississippi Secretary of State's Office; and

WHEREAS, on July 10, 2024, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services from Taylor Power Systems, Inc were done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices delivered and used in the safety, operation and repair of the generator at the JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W, Jackson, MS 39204; and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, in order to ensure the continued safety and security, proper operation, and repair of the generator, the Transit Services Division is requesting that the purchases and procurement of services from Taylor Power Systems for two hundred thirty-six dollars and thirteen cents (\$236.13) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Taylor Power Systems for two hundred thirty-six dollars and thirteen cents (\$236.13).

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FISKE INTERNATIONAL GROUP, CORPORATION FOR A TWENTY-FOUR (24) MONTH CONTRACT WITH AN OPTION TO EXTEND FOR AN ADDITIONAL TWELVE MONTHS FOR CHIPPING AND GRINDING OF VEGETATIVE DEBRIS LOCATED AT THE CITY RUBBISH FACILITY, (BID NO. 98846-110524).

WHEREAS, sealed bids for a Twenty-four (24) Month Contract with an Option to Extend for an Additional Twelve Months for Chipping and Grinding of Vegetative Debris Located at the City Rubbish Facility was opened on November 5, 2024 and two (2) bids were received; and

WHEREAS, these services are necessary to comply with the City's rubbish facility permit issued by MDEQ; and

WHEREAS, the contractor will be on site during the term of the contract at the City's landfill, to chip, grind and haul vegetative debris for disposal; and

WHEREAS, the low bid was submitted by Fiske International Group Corporation, whose principal place of business is located at 15 Northtown Drive, Suite M, Jackson, Mississippi 39211; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed the bids submitted and recommends that the governing authorities deem the bid submitted by Fiske International Group Corporation to be the lowest and best bid received.

IT IS, THEREFORE, ORDERED that the bid of Fiske International Group Corporation., 15 Northtown Dr Suite M, Jackson, MS 39211, received November 5, 2024, for a Twenty-four (24) Month Contract with an Option to Extend for an Additional Twelve Months for Chipping and Grinding of Vegetative Debris Located at the City Rubbish Facility (starting from the date of

Council approval) meets the City’s specifications and is accepted as the lowest and best bid received, as follows:

Company Name: Fiske International Group, Corporation

ITEM	<u>DESCRIPTION</u>	<u>Unit Price Per Cubic Yard</u>
1.	Unit price per cubic yard to chip/grind debris (price should include all equipment, mobilization, demobilization, fuel, labor, and any other costs associated with the task)	<u>\$4.75 per CY</u>
2.	Unit price per cubic yard to load and transport debris for City site to the vendor’s reduction site	<u>\$2.50 per CY</u>
Item	DESCRIPTION	<u>Unit Price Per Cubic Yard</u>
3.	Unit price per cubic yard to dispose of debris (price should include all transport, equipment, fuel, labor, and any other costs associated with the task) Final disposition must follow MDEQ regulations. Proof of an MDEQ approved final location for disposition site of materials must be included.	<u>\$2.50 per Cy</u>
Item	DESCRIPTION	<u>Percentage</u>
4.	Percentage paid per unit to City for sale of reduced materials as mulch. (Not used in determining the amount of the bid, but may be used as a factor in the final determination of the lowest and best bid.)	<u>20%</u> <u>Which equates to \$0.50 per CY</u>

IT IS, FURTHER ORDERED that payment for said landfill services will be made from the Solid Waste Enterprise Fund.

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

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

ORDER AUTHORIZING PAYMENT OF \$25,089.75 TO BONITA JOHNSON AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY.

WHEREAS, on April 5, 2023, sewage flowed into the house located at 2916 Smith Robinson Road, Jackson, Mississippi, owned by Bonita Johnson and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Bonita Johnson the sum of \$8,962.80 for hazard mitigation and cleaning; and

WHEREAS, Mrs. Johnson submitted a demand for payment of the cost of temporary lodging, interior restoration, storage and personal property damage; and

WHEREAS, upon the initial review, the Office of the City Attorney denied the claim due to the absence of evidence showing the cause of the April 5, 2023 incident, however after reevaluating the circumstances surrounding the incident and reviewing video footage from upstream and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Bonita Johnson be compromised for the sum of \$25,089.75 without any admission of liability; and

WHEREAS, Bonita Johnson has agreed to the compromise of the claim and will release the City of Jackson;

IT IS, HEREBY ORDERED that the claim of Bonita Johnson for property damage may be compromised for the sum of \$25,089.75 with the understanding that the City of Jackson is not admitting liability and subject to Bonita Johnson releasing the City of Jackson for any known or unknown damage arising out of the April 5, 2023 incident.

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

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

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

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

Nays – None.

Absent – None.

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 Hartley moved adoption; **President Lindsay** seconded.

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

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

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024, June 18, 2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024 and November 19, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

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

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

Council Member Banks moved adoption; Council Member Hartley seconded.

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

There came on for Discussion Item No. 32:

DISCUSSION: POLLING PRECINCTS: President Lindsay recognized Council Member Banks who stated the item was no longer needed due to the discussion in a previous item.

DISCUSSION: HOTEL O: President Lindsay recognized Council Member Foote who requested an update. Drew Martin, City Attorney, stated that the certifications have been received. They are waiting on the license for the roof sampling. Council Member Hartley requested an update on the hotel located on the corner of Bobby Rush Boulevard and Highway 80. Martin stated that MDEQ has filed a lawsuit against the owners and the city will join the lawsuit to allow the city to cleanup the debris and be reimbursed for the cleanup.

DISCUSSION: THE OLD NEGRO FAIRGROUNDS: President Lindsay recognized Council Member Stokes who expressed concerns about the ownership of Emmett Till Park. The city purchased the park many years ago and bought equipment for the park through a bond issue. The church is claiming that they have the deed to the property and are in the process of selling the property. Drew Martin, City Attorney, stated he would research the issue.

DISCUSSION: MARIJUANA DISPENSARIES: President Lindsay recognized Council Member Stokes who expressed safety concerns with the marijuana dispensaries due to the recent burglary in northeast Jackson. He would like the Chief of Police to provide a plan of action for security.

DISCUSSION: COLLECTION OF LIMB PILES ON STREETS: President Lindsay recognized Council Member Hartley who expressed concerns about the piles of limbs on the street, the city's ability to pick up the limbs, the status of trucks available for picking up, and the process for picking up limbs with neighborhood cleanups. LaKeisha Weathers, Solid Waste Manager, stated Richards would pick up compliant limb piles and the city's roll-off dumpster day option. Council Member Banks inquired if the street assessment for hanging limbs has been completed. Council Member Stokes expressed concerns about trash left on the street after neighborhood clean-ups.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Lindsay recognized Drew Martin, City Attorney, who stated he would search into continuing this item. The Council members agreed to continue the emergency.

DISCUSSION: LITIGATION LEGAL MATTERS: President Lindsay recognized Drew Martin, City Attorney, who provided an update on the Dynamic Lounge lawsuit, and stated the city received a notice that the administration has been ordered to halt all environmental litigation. Additionally, Mr. Martin requested to go into executive session.

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 21-35-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. Vice President Grizzell 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 Stokes** announced the following:
 - Closed in honor of Charles Cockrell, Henry Lee Brinson, James Cornelius, Ben Williams, and Robert Earl Logan.
- **Dr. Omari, Chief of Staff**, announced the following:
 - The City of Jackson would like to thank the citizens, businesses, and neighboring cities who assisted in donating food, snacks, and other necessary items for our shelter residents. A special thank you to Shower Power, Luke Wooten Ministries, Red Cross, Jackson Police Department, Care and Maintenance, and Parks and Recreation for your efforts in making this a successful operation.
 - March of the Mayors - The City is gearing up again to support extra tables in the March of the Mayors' food collection. Each city in the metro Jackson area is assigned a specific food item to collect. The City of Jackson is collecting 16-ounce jars of peanut butter again. Please drop your donations off at City Hall, any police precinct, any fire station, Corner Market grocery store, Grocery Depot, and Kroger in Jackson and Byram. We have won this competition for the past seven years. We thank everyone for participating.

Note: Council Member Stokes left the meeting.

President Lindsay recognized Council Member Hartley who moved, seconded by Council Member Clay to go into Closed Session to discuss Agenda Item No. 38 – LEGAL MATTERS. The motion prevailed by the following vote:

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

Note: Council Member Foote left the meeting.

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Agenda Item No. 38 – **LEGAL MATTERS**.

During Closed Session, **Council Member Banks** moved and **Council Member Hartley** seconded to go into Executive Session to discuss Agenda Item No. 38 – **LEGAL MATTERS**. The motion prevailed by the following vote:

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

Note: Council Member Foote returned to the meeting during the discussion.

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

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

President Lindsay announced to the public that the Council voted to come out of Executive Session and 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 3:00 p.m. on February 5, 2025. At 12:18 p.m., the Council stood adjourned.

PREPARED BY:

Shanikia Masley-Spendan
CLERK OF COUNCIL

APPROVED:

Virgil Lindsey - 2/11/2025
COUNCIL PRESIDENT DATE

Ch. A. [Signature]

MAYOR

ATTEST:

Angele Harris
CITY CLERK
