

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 6:00 p.m. on March 17, 2020, being the third 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; De'Keither Stamps, Vice President, Ward 4; Ashby Foote, Ward 1; Melvin Priester, Jr., Ward 2 (Teleconference); Charles Tillman, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosely, Interim Clerk of the Council; Alice Patterson, Deputy Clerk of Council and Tim Howard, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **Council Member Aaron Banks.**

The Council recited the Pledge of Allegiance.

President Lindsay recognized **Council Member Banks** who introduced the following individuals during the meeting:

- **In Memory of Bryson Branch.**

President Lindsay recognized **Tim Howard**, City Attorney, who stated that an order was passed unanimously by City Council Members, present and voting at the meeting, to temporarily suspend sections of the Jackson City Council's Regular Meeting agenda concerning public comments, proclamations, special presentations, commendations and resolutions honoring individuals, businesses, groups or organizations. This action was taken due to Mayor Chokwe Antar Lumumba Civil Emergency issued on March 16, 2020 regarding COVID-19.

There came on for consideration Agenda Item No. 2:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. Said item was tabled for a Special Council Meeting to be held at a later date.

There came on for consideration Agenda Item No. 3:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SQUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR

PROJECTING BUILDING SIGNAGE. Said item was tabled for a Special Council Meeting to be held at a later date.

President Lindsay requested that Agenda Items No. 5, 6, and 7 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDINANCE AMENDING SECTION 122-177 (a) OF THE JACKSON CODE OF ORDINANCES—DIVISION 5. FATS, OILS AND GREASE CONTROL PROGRAM. Said item is to be placed on the next Regular Council agenda for adoption.

ORDINANCE AMENDING SECTION 110-2 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING PROCEDURE FOR RENAMING STREETS AND PUBLIC FACILITIES.

WHEREAS, Section 110-2 of the Code of Ordinances of the City of Jackson, Mississippi, establishes the procedures for renaming streets and public facilities; and

WHEREAS, the City of Jackson finds it necessary to amend rules and regulations relating to the procedure for renaming streets and public facilities to provide for a more efficient process; and

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 110-2 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Sec. 110-2. - Procedure for renaming streets and public facilities.

The city council may name or rename a street or public facility within the city by ordinance through the formal renaming process or the honorary renaming process as outlined in this section. Streets and public facilities named through the formal renaming process change the official street name. Streets and public facilities renamed through the honorary renaming process are given an honorary name and allow for placement of commemorative signs, plaques, or other items in addition to existing street signs or facility signs.

(a) For the purposes of this section “public facility” and “streets” are defined as follows:

(1) Public facility means a building, structure or land owned by the City of Jackson.

(2) Street(s) means open and in use rights-of-way, which are dedicated to the City of Jackson. State and federally maintained streets and highways are not included in this definition.

(b) Formal Renaming

(1) Public Hearing and Notice

- i. A public hearing is required for formal renaming of streets and public facilities.
 1. In the case of a street renaming or public facility renaming public notice is required in a newspaper of general circulation within the City of Jackson, Mississippi, indicating the time and date of the hearing and a detailed description of the street or public facility to be named or renamed, the existing name, if applicable and the proposed name.
 2. In the case of a street renaming, a letter including the date, time, location, and purpose of the stated public hearing must be sent to property owners within 160 feet of the proposed renaming via certified mail. The form for notice is to be provided by the planning department.
 3. In the case of a public facility renaming, a sign providing notice of the requested name change and the date, time, and location of the public hearing must be placed at the main entrance of the public facility sought to be renamed. For larger facilities additional signs are to be provided at the request of the planning department.
- ii. The required notice must be provided at least 15 days in advance of the public hearing.

(2) A person seeking the renaming of a city street, or the naming or renaming of a public facility may file an application for such a request with the planning department on a form provided by the planning department. Such application must include:

- i. Initial Application
- ii. Name and address of petitioner.
- iii. Current and proposed name of the street or facility.
- iv. A written description and statement of significance of the proposed renaming.
- v. A map identifying the street or facility to be named.
- vi. Payment of required fee.
- vii. Proof of Notice

1. Proof of notice is to be submitted after initial application is reviewed.
2. The petitioner must show proof of publication of required advertisement.
3. If the application is for the formal renaming of a public street, the petitioner must show proof of notification to the required property owners by submitting certified mail receipts and a copy of the letter sent to the listed property owners.
4. If the application is for the formal renaming of a public facility, the petitioner must show proof of notification by sign at the required locations.

(3) Upon receipt of initial application, the planning department must:

- i. Review the application for completeness.
- ii. Review the proposed name for availability.
- iii. Set a public hearing date on the next available city council agenda that allows sufficient time for notice requirements to be met.
- iv. For street renaming, provide the petitioner the required notification list of property owners within 160 feet of the proposed renaming and the required form of notice.
- v. For public facilities renaming, provide the petitioner the required locations for placement of notification signs.
- vi. Transmit the application for review to the Public Works Department, Fire Department, and any other department the Planning Director deems pertinent.

(4) Upon completion of application, submission of proof of notice, and internal review, the planning department is to place the ordinance for the petition on the city council agenda. The planning department is to provide a written report to city council that includes the following information:

- i. A statement indicating how many properties are affected by the proposed change and the potential impact of the proposed change.
- ii. A statement indicating the estimated cost the City will incur if the proposed renaming is approved.
- iii. A statement indicating if the proposed renaming will be able to be produced by the standard sign manufacturing capabilities of the public works department.
- iv. A statement identifying if the application meets the required criteria identified in this section.
- v. Any comments or concerns identified during internal staff review.

(5) Upon conclusion of the hearing on any petition as submitted under this section, the full city council may, in its discretion, adopt an ordinance naming or renaming of the street or public facility.

(c) Honorary Renaming

(1) Public Hearing and Notice

i. A public hearing is required for honorary renaming of streets and public facilities.

1. Public notice in a newspaper of general circulation within the City of Jackson, Mississippi, indicating the time and date of the hearing and a detailed description of the street or public facility to be named or renamed, the existing name, if applicable and the proposed name. The notice shall be published at least 15 days in advance of the public hearing.
2. In the case of an honorary street renaming, a sign providing notice of the requested name change and the date, time, and location of the public hearing must be placed at the intersections of the beginning and end of the street sought to be renamed.

For longer streets additional signs are to be provided at the request of the planning department.

4. In the case of a public facility renaming, a sign providing notice of the requested name change and the date, time, and location of the public hearing must be placed at the main entrance of the public facility sought to be renamed. For larger facilities additional signs are to be provided at the request of the planning department.

- ii. The required notice must be provided at least 15 days in advance of the public hearing.

(2) A person seeking the honorary renaming of a city street, or the honorary naming or renaming of any other city property may file an application for such a request with the planning department on a form provided by the planning department. Such application must include:

- i. Initial Application

1. Name and address of petitioner.
 2. Current and proposed name of the street or facility.
 3. A written description and statement of significance of the proposed renaming.
 4. A map identifying the street or facility to be named.
 5. Payment of required fee.

- ii. Proof of Notice

1. Proof of notice is to be submitted after initial application is reviewed.
 2. The petitioner must show proof of publication of required advertisement.
 3. The petitioner must show proof of notification by sign at the required locations.

(3) Upon receipt of initial application, the planning department must:

- i. Review the application for completeness.
 - ii. Review the proposed name for availability.
 - iii. Set a public hearing date on the next available city council agenda that allows sufficient time for notice requirements to be met.
 - iv. Provide the petitioner the required locations for placement of notification signs.
 - v. Provide the petitioner the format and directions for newspaper notice.
 - vi. Transmit the application for review to the Public Works Department, Fire Department, and any other department the Planning Director deems pertinent.

(4) Upon completion of application, submission of proof of notice, and internal review, the planning department is to place the ordinance for the petition on the city council agenda. The planning department is to provide a written report to city council that includes the following information:

- i. A statement indicating the estimated cost the City will incur if the proposed renaming is approved.
 - ii. A statement indicating if the proposed renaming will be able to be produced by the standard sign manufacturing capabilities of the public works department.
 - iii. A statement identifying if the application meets the required criteria identified in this section.
 - iv. Any comments or concerns identified during internal staff review.

(5) Upon conclusion of the hearing on any petition as submitted under this section, the full city council may, in its discretion, adopt an ordinance providing for honorary naming or renaming of the street or public facility.

(d) All persons and bodies reviewing, providing a recommendation on, or disposing of a proposed renaming are to take into consideration the following criteria:

- (1) Consideration is to be primarily given to the following purposes: to honor and commemorate noteworthy persons associated with the City; to celebrate local history, places, events or culture; to strengthen neighborhood identity; or to recognize native wildlife, flora, fauna or natural features related to the community and the City.

- (2) If an application is made to rename a street after an individual, this person must have:
 - i. Demonstrated excellence of contributions to the City's development, community service, personal sacrifice for public service or national defense, or efforts to foster equality among the citizens of the City.
 - ii. Historical significance locally, nationally or globally with significant local or regional ties.
 - (3) An unbroken, continuous street must maintain the same name throughout the entire section. Honorary Street naming can occur by block or segment.
 - (4) A proposed street name should not duplicate (written or phonetically) an existing street name, or create confusion or problems for the City's emergency services.
 - (5) Street names must not be longer than can be produced by the standard sign manufacturing capability of the public works department.
- (e) Denial of an application may be appropriate if the proposed renaming may tend to bring disrepute upon the community for any reason, or would not be looked upon favorably by a majority of City residents.
- (f) Fees
- (1) A \$250.00 application fee shall be paid when the application is filed.
 - (2) An installation fee in the amount of \$150.00 for each sign to be changed per each street intersection shall be paid upon approval of any naming or name change of a street or public facility.
 - (3) Any costs associated with notice, advertisement, publication and all other fees or costs associated with processing petitioner's application shall be borne by the petitioner.
 - (4) Application and Installation fees are not applied if petition is submitted by the Mayor or a member of the City Council.

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

SECTION 3. This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated, As Amended.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 118, TRAFFIC AND VEHICLES ORDINANCE, ARTICLE VI, STOPPING, STANDING, AND PARKING OF THE JACKSON CODE OF ORDINANCES TO PROVIDE FOR IMPLEMENTATION OF A NEW PARKING METER PROGRAM.

WHEREAS, the City of Jackson recently entered into an Agreement that will provide new equipment and technologies to upgrade the City's parking meters; and

WHEREAS, certain amendments to the existing ordinances regulating parking meters are necessary to accommodate the new equipment and technologies that will be used to implement the new, in-house managed parking meter program;

WHEREAS, the following amendments to the Jackson Code of Ordinances are required to implement the new parking meter program and effectively use the new equipment and technologies that will be deployed:

Article VI - Stopping, Standing and Parking, Division 1, sec. 118-325 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson

Sec. 118-325. - Parking signs required.

Whenever by this Code or any other ordinance of this city, or on a basis as determined by the city traffic engineer after an engineering and traffic investigation, any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the city traffic engineer to erect appropriate signs giving notice of such limit or prohibition, and no such regulation shall be effective unless signs are erected and in place at the time of any alleged offense. **Parking meters installed by the city displaying the notice of limitation and fees shall serve as required parking sign.**

Article VI - Stopping, Standing and Parking, Division 2 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson

Sec. 118-371. - Zones.

(a) Parking meter zones are hereby established within the city on those streets designated or to be designated by the city council upon which limited parking is permitted and shall be regulated by parking meters between the hours designated or to be designated by the city council.

(b) The city traffic engineer is hereby authorized, subject to the approval of the city council, to establish parking meter zones at other locations upon the streets or parts of streets where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

Sec. 118-372. - Installation.

(a) The city traffic engineer shall install parking meters in the parking meter zones established as provided in this division upon the curb ~~immediately adjacent to each designated parking space~~ **in the industry standard configuration for single space, double space, or multi-pay station meter layouts.** Such meters shall be capable of being operated, either automatically or mechanically, upon ~~therein of coins of United States currency~~ **payment** according to the following ~~maximum rate: \$0.50 per hour~~ **rates established by subsection (e) of this Ordinance.**

(b) Each parking meter shall be so designed, constructed, installed and set that upon the expiration of the time period registered, by **making** ~~the deposit of one or more coins~~ **payment** as provided in subsection (a) of this section, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration of such time, will indicate the interval of time which remains of such period.

(c) Each parking meter shall bear thereon a legend indicating the days and hours when the requirement to ~~make deposit~~ **coins payment** therein shall apply, the value of the ~~coins~~ **payment** to be ~~deposited~~ **made** and the limited period of time for which parking is lawfully permitted **at that meter** ~~in the parking meter zone in which such meter is located.~~

~~(d) Whenever parking spaces and their respective meters become inaccessible to the general public due to construction, renovation or any other special event, the party responsible for such lack of use shall pay to the city \$5.00 per day per meter until such time as the meters again become accessible for use by the general public; provided, however, that a fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.~~

(d) The traffic engineer is authorized to designate the rate structures and time limits within an established meter zone from the rate structures established in subsection (e) of this Ordinance. Multiple rate structures and time limits may be designated within a meter zone. In determining the appropriate rate structures and time limits for parking spaces, the traffic engineer shall consider demand and turnover needs.

(e) The following rate structure schedule shall be used to calculate the rate of charges on metered spaces on the streets of the city for parking in spaces thereon:

<u>Rate Structure</u>	<u>Rate</u>	<u>Time Limit</u>
<u>Fixed Rate Value</u>	<u>\$.50 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Fixed Rate Basic</u>	<u>\$1.00 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Escalation Time (2 HRS)</u>	<u>\$1.00 per hour for hours 0 thru 2</u> <u>\$2.00 per hour for hour 3</u> <u>\$3.00 per hour for hour 4 and over</u>	<u>No limit, escalating fee encourages 2-hour turnover and charges premium for longer stays.</u>
<u>Escalation Time (4 HRS)</u>	<u>\$1.00 per hour for hours 0 thru 4 hours</u> <u>\$2.00 per hour for hour 5 and over</u>	<u>No limit, escalating fee encourages 4-hour turnover and charges premium for longer stays.</u>
<u>Handicap Meter Rate Value</u>	<u>\$.50 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Handicap Meter Rate Basic</u>	<u>\$1.00 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>

At the traffic engineer's discretion, they may direct that designated meters be programmed to provide a 15-minute courtesy rate during which no charge for parking will accrue. In determining this designation, the traffic engineer shall consider type of services offered by the businesses in proximity to the meter.

Sec. 118-373. - Spaces.

(a) The city traffic engineer shall designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.

(b) No person shall park a vehicle in any such designated parking meter space during the restricted or regulated hours applicable to the parking meter zone in which such meter is located so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking meter zone shall

be permitted to occupy two adjoining parking meter spaces when ~~coins shall have been deposited~~ **payment has been made for** the parking meter for each space so occupied as is required in this division for the parking of other vehicles in such space.

Sec. 118-374. - ~~Deposit of coins~~ **Payment** and time limits.

(a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless ~~coins of the appropriate denomination shall have been deposited therein, or shall have been previously deposited therein~~ **the payment has been made** for an unexpired interval of time, and such meter has been placed in operation.

(b) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space has expired.

(c) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the ~~number or amounts of the coins deposited~~ **payment made for** such meter.

(d) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this chapter and the state vehicle code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

Sec. 118-375. - Use of slugs.

No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency.

Sec. 118-376. - Tampering with or stealing from meters.

(a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or place thereon any advertising or unauthorized signs.

(b) No person shall take, steal or carry away any money or coins deposited in any parking meter.

Sec. 118-377. - Application and collection of proceeds.

(a) The fee required to be deposited in such meters is hereby levied as a police regulation and inspection fee to cover the cost involved in the inspection, installation, operation and control and use of parking spaces and parking meters described herein and involved in checking and regulating the parking of vehicles in the parking meter zones created hereby.

(b) The funds received from meter payments shall be placed in a Parking Enterprise fund and used for continued maintenance and investment in the parking meter system. Excess revenue may be used within a designated meter zone for improvements related to the City's Complete Streets policy.

Sec. 118-378 Meter Reservations

The Parking Meter Supervisor is authorized to reserve metered on-street parking spaces for construction, moving, oversized vehicles, and special events for the duration of the event. Reservation for personal parking is prohibited. Authorization to reserve five or more parking spaces shall require that the applicant obtain and present a valid building permit, or special event permit.

Sec. 118-379 Meter Reservations Fees

The parking meter reservation application fee is \$10.00 and meter reservation fee is \$15.00 per meter per day. Metered parking spaces may be reserved for funerals up to ten space at no charge, with no limitation as to frequency. Meter reservations requested by city facilities for an allowable event will not be charged. A fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces

abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.

Sec. 118-380 Meter Reservation Posting

Each meter reservation shall be posted on the meter. Posting should include the expiration date, the person or firm for whom it has been provided, and the wording, "No Parking — City of Jackson — Space Restricted to (name of person or firm for whom reservation is provided).

Sec. 118-381 Immobilization

If a vehicle is parked in a metered space and the registered owner of the vehicle has six (6) or more unpaid parking violation citations any Police Officer, Parking Enforcement Officer, or other authorized City employee may attach or cause to be attached to said vehicle an immobilizing device which will prevent the vehicle from being moved or driven. The fee for immobilizing device removal is \$100.00.

If an immobilization device is attached, there shall also be attached securely to the vehicle a notice which states:

CAUTION! THIS VEHICLE HAS BEEN MADE IMMOBILE BY A WHEEL-LOCKING DEVICE. SERIOUS DAMAGE TO THE VEHICLE WILL RESULT IF YOU ATTEMPT TO MOVE THE VEHICLE. RELEASE CAN BE OBTAINED BY:

- (1) Paying the outstanding Parking Violation Citations, together with the fee established to cover the costs of attachment and removal of the locking device,
or
- (2) Posting a bond to cover the above costs and requesting a hearing.

Sec. 118-383 Presumption of Ownership

In all cases of parking violations, the entity identified through the car tag shall be responsible for the parking citation.

Secs. 118-378-~~385~~—118-400. - Reserved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

SECTION 1. That Article VI - Stopping, Standing and Parking, Division 1, sec. 118-325 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson is amended as follows:

Sec. 118-325. - Parking signs required.

Whenever by this Code or any other ordinance of this city, or on a basis as determined by the city traffic engineer after an engineering and traffic investigation, any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the city traffic engineer to erect appropriate signs giving notice of such limit or prohibition, and no such regulation shall be effective unless signs are erected and in place at the time of any alleged offense. Parking meters installed by the city displaying the notice of limitation and fees shall serve as required parking sign.

SECTION 2. That Article VI - Stopping, Standing and Parking, Division 2 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson is amended as follows:

Sec. 118-371. - Zones.

(a) Parking meter zones are hereby established within the city on those streets designated or to be designated by the city council upon which limited parking is permitted and shall be regulated by parking meters between the hours designated or to be designated by the city council.

(b) The city traffic engineer is hereby authorized, subject to the approval of the city council, to establish parking meter zones at other locations upon the streets or parts

of streets where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

Sec. 118-372. - Installation.

(a) The city traffic engineer shall install parking meters in the parking meter zones established as provided in this division upon the curb in the industry standard configuration for single space, double space, or multi-pay station meter layouts. Such meters shall be capable of being operated, either automatically or mechanically, upon payment according to the rates established by subsection (e) of this Ordinance.

(b) Each parking meter shall be so designed, constructed, installed and set that upon the expiration of the time period registered, by making payment as provided in subsection (a) of this section, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration of such time, will indicate the interval of time which remains of such period.

(c) Each parking meter shall bear thereon a legend indicating the days and hours when the requirement to make payment therein shall apply, the value of the payment to be made and the limited period of time for which parking is lawfully permitted at that meter.

(d) The traffic engineer is authorized to designate the rate structures and time limits within an established meter zone from the rate structures established in subsection (e) of this Ordinance. Multiple rate structures and time limits may be designated within a meter zone. In determining the appropriate rate structures and time limits for parking spaces, the traffic engineer shall consider demand and turnover needs.

(e) The following rate structure schedule shall be used to calculate the rate of charges on metered spaces on the streets of the city for parking in spaces thereon:

Rate Structure	Rate	Time Limit
Fixed Rate Value	\$.50 per hour	1 Hour, 2 Hour, 4 Hour, or None
Fixed Rate Basic	\$1.00 per hour	1 Hour, 2 Hour, 4 Hour, or None
Escalation Time (2 HRS)	\$1.00 per hour for hours 0 thru 2 \$2.00 per hour for hour 3 \$3.00 per hour for hour 4 and over	No limit, escalating fee encourages 2-hour turnover and charges premium for longer stays.
Escalation Time (4 HRS)	\$1.00 per hour for hours 0 thru 4 hours \$2.00 per hour for hour 5 and over	No limit, escalating fee encourages 4-hour turnover and charges premium for longer stays.
Handicap Meter Rate Value	\$.50 per hour	1 Hour, 2 Hour, 4

		Hour, or None
Handicap Meter Rate Basic	\$1.00 per hour	1 Hour, 2 Hour, 4 Hour, or None

At the traffic engineer's discretion, they may direct that designated meters be programmed to provide a 15-minute courtesy rate during which no charge for parking will accrue. In determining this designation, the traffic engineer shall consider type of services offered by the businesses in proximity to the meter.

Sec. 118-373. - Spaces.

(a) The city traffic engineer shall designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.

(b) No person shall park a vehicle in any such designated parking meter space during the restricted or regulated hours applicable to the parking meter zone in which such meter is located so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking meter zone shall be permitted to occupy two adjoining parking meter spaces when payment has been made for the parking meter for each space so occupied as is required in this division for the parking of other vehicles in such space.

Sec. 118-374. – Payment and time limits.

(a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless the payment has been made for an unexpired interval of time, and such meter has been placed in operation.

(b) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space has expired.

(c) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the payment made for such meter.

(d) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this chapter and the state vehicle code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

Sec. 118-375. - Use of slugs.

No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency.

Sec. 118-376. - Tampering with or stealing from meters.

(a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or place thereon any advertising or unauthorized signs.

(b) No person shall take, steal or carry away any money or coins deposited in any parking meter.

Sec. 118-377. - Application and collection of proceeds.

(a) The fee required to be deposited in such meters is hereby levied as a police regulation and inspection fee to cover the cost involved in the inspection, installation, operation and control and use of parking spaces and parking meters described herein

and involved in checking and regulating the parking of vehicles in the parking meter zones created hereby.

(b) The funds received from meter payments shall be placed in a Parking Enterprise fund and used for continued maintenance and investment in the parking meter system. Excess revenue may be used within a designated meter zone for improvements related to the City's Complete Streets policy.

Sec. 118-378 Meter Reservations

The Parking Meter Supervisor is authorized to reserve metered on-street parking spaces for construction, moving, oversized vehicles, and special events for the duration of the event. Reservation for personal parking is prohibited. Authorization to reserve five or more parking spaces shall require that the applicant obtain and present a valid building permit, or special event permit.

Sec. 118-379 Meter Reservations Fees

The parking meter reservation application fee is \$10.00 and meter reservation fee is \$15.00 per meter per day. Metered parking spaces may be reserved for funerals up to ten space at no charge, with no limitation as to frequency. Meter reservations requested by city facilities for an allowable event will not be charged. A fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.

Sec. 118-380 Meter Reservation Posting

Each meter reservation shall be posted on the meter. Posting should include the expiration date, the person or firm for whom it has been provided, and the wording, "No Parking — City of Jackson — Space Restricted to (name of person or firm for whom reservation is provided).

Sec. 118-381 Immobilization

If a vehicle is parked in a metered space and the registered owner of the vehicle has six (6) or more unpaid parking violation citations any Police Officer, Parking Enforcement Officer, or other authorized City employee may attach or cause to be attached to said vehicle an immobilizing device which will prevent the vehicle from being moved or driven. The fee for immobilizing device removal is \$100.00.

If an immobilization device is attached, there shall also be attached securely to the vehicle a notice which states:

CAUTION! THIS VEHICLE HAS BEEN MADE IMMOBILE BY A WHEEL-LOCKING DEVICE. SERIOUS DAMAGE TO THE VEHICLE WILL RESULT IF YOU ATTEMPT TO MOVE THE VEHICLE. RELEASE CAN BE OBTAINED BY:

- (1) Paying the outstanding Parking Violation Citations, together with the fee established to cover the costs of attachment and removal of the locking device, or
- (2) Posting a bond to cover the above costs and requesting a hearing.

Sec. 118-383 Presumption of Ownership

In all cases of parking violations, the entity identified through the car tag shall be responsible for the parking citation.

Secs. 118-385—118-400. - Reserved.

SECTION 3. This ordinance shall be effective thirty days after enactment and following publication.

Council Member Lindsay moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

President Lindsay requested that Agenda Items No. 4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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 FEBRUARY 25, 2020 FOR THE FOLLOWING CASES:

2020-1061	2020-1062	2020-1063	2020-1064	2020-1067
2020-1068	2020-1069	2020-1072	2020-1074	2020-1075
2020-1076	2020-1077	2020-1078	2020-1079	2020-1080
2020-1081	2020-1085	2020-1086	2020-1087	

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

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

WHEREAS, hearings were held on February 25, 2020; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #2020-1061: Parcel #97-175 located at 416 IDLEWILD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

2) **Case #2020-1062: Parcel #97-168 located at 425 IDLEWILD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

3) **Case #2020-1063: Parcel #97-260 located at 328 IDLEWILD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

4) **Case #2020-1064: Parcel #97-176** located at **436 IDLEWILD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

5) **Case #2020-1067: Parcel #25-64** located at **726 LORRIANE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

6) **Case #2020-1068: Parcel #25-55** located at **725 LORRAINE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) **Case #2020-1069: Parcel #432-11** located at **4848 NORTH STATE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

8) **Case #2020-1072: Parcel #504-36** located at **1608 KENT AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cutting of grass, weeds, bushes, saplings, and removing of trash and debris, tree parts, wooden boards, furniture, building materials, crates, tires, clean curbside.

9) **Case #2020-1074: Parcel #72-31** located at **1000 NORTH MILL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cutting of grass, weeds, bushes, saplings, shrubbery, fence line, and removing of trash and debris, wooden boards, furniture, crates, pallets, tires, building material, inoperable vehicles, 18 wheelers, clean curbside.

10) **Case #2020-1075: Parcel #559-710** located at **304 SOUTHBROOK DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cutting of grass, weeds and removing of trash and debris, tree parts, inoperable vehicles, clean curbside.

11) **Case #2020-1076: Parcel #422-241** located at **3135 BAILEY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

12) **Case #2020-1077: Parcel #422-243** located at **3129 BAILEY AVENUE**: After hearing testimony from owner R P ANDRES JR, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to clean expiring March 26, 2020, and ninety (90) days to demolish expiring May 25, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and penalty of \$500.00. Ward 3

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

13) **Case #2020-1078: Parcel #416-85** located at **3641 ALBERMARLE ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

14) **Case #2020-1079: Parcel #416-104** located at **3702 ALBERMARLE ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

15) **Case #2020-1080: Parcel #500-516** located at **322 REED AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cutting of grass, weeds and removing of trash and debris, autos parts, tires, carts, clean curbside.

16) **Case #2020-1081: Parcel #721-303** located at **319 POST OAK ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

17) **Case #2020-1085: Parcel #213-80** located at **524 ORIOLE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2020 6:00 P.M.**

18) **Case #2020-1086: Parcel #128-10-3** located at **638 BRANDON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

19) **Case #2020-1087: Parcel #128-85-1** located at **640-42 BRANDON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 4757 TO 5866 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 4757 to 5866 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$139,822.22 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		1,995,946.00
PARKS & RECR FUND		67,721.44
LANDFILL FUND		13,413.76
SENIOR AIDES		2,504.99
WATER/SEWER OPER & MAINT		172,801.28
PAYROLL FUND		363.00
PAYROLL	139,822.22	
EARLY CHILDHOOD		28,276.98
HOUSING COMM DEV		8,843.12
TITLE III AGING PROGRAMS		4,247.68
TRANSPORTATION FUND		14,577.25
T-WARNER PA/GA FUND		4,749.62
TOTAL		\$2,313,445.12

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- Stokes.

President Lindsay recognized **Council Member Stamps** who stated that an item needed to be added to the agenda on an emergency basis regarding "Continuing State of Emergency."

President Lindsay recognized **Council Member Stamps** who moved, seconded by **Council Member Banks** to add an item to the agenda on an emergency basis to review and continue a State of Emergency. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

There came on as the Emergency Agenda Item: ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. Hearing no objections, the Clerk read the following:

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 Cree; 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, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amend, the Jackson City Council has 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 Stamps moved adoption; **Council Member Banks** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITH ROBERTSON MUSEUM TO RENT SPACE TO HOST THE FAMILY-CENTERED COACHING TRAINING FACILITATED BY THE CHICAGO JOBS COUNCIL MARCH 9 – 11, 2020.

WHEREAS, the City of Jackson has entered into an agreement with the Chicago Jobs Council to facilitate training on family-centered coaching; and

WHEREAS, the Family-centered coaching will impact the City of Jackson Strategic Plan goal to create five percent (5%) growth in job opportunities that will affect 2500 families in Jackson by providing opportunities to move from poverty to a living wage by the year 2022; and

WHEREAS, the Chicago Jobs Council has granted the City of Jackson a stipend in the amount of \$5,000.00 to support local costs of implementing the training of coaches, cost of space, materials, and follow-up support; and

WHEREAS, by way of an executed MOU between the City of Jackson and the Chicago Jobs Council, the latter will deliver the 3-day FCC Training in the Jessie B. Mosley Auditorium at the Smith Robertson Museum in Jackson, MS on March 9-11, 2020 from 8:00a.m. – 4:00 p.m. each day; and

WHEREAS, the Smith Robertson Museum has submitted a quote for the cost of the rental of the facility in the amount \$300 per day for the 3 days, totaling \$900; and

WHEREAS, the cost will be paid from the stipend provided by Chicago Jobs Council.

IT IS THEREFOR ORDERED that the Mayor is Authorized to enter into an agreement with Smith Robertson Museum to rent space in the amount not to exceed \$1,800.00 for the 3-day training on Family-Centered Coaching, facilitated and funded by Chicago Jobs Council personnel.

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

President Lindsay recognized **Dr. Robert Blaine**, Chief Administrative Officer, who stated that an amendment was needed in the heading and throughout the body of said order to change “March 9-11, 2020” to “April 9-11, 2020”.

Council Member Banks moved; seconded by **Council Member Lindsay** to amend said order to reflect the changes needed as stated by **Dr. Robert Blaine**. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITH ROBERTSON MUSEUM TO RENT SPACE TO HOST THE FAMILY-CENTERED COACHING TRAINING FACILITATED BY THE CHICAGO JOBS COUNCIL APRIL 9 – 11, 2020.

WHEREAS, the City of Jackson has entered into an agreement with the Chicago Jobs Council to facilitate training on family-centered coaching; and

WHEREAS, the Family-centered coaching will impact the City of Jackson Strategic Plan goal to create five percent (5%) growth in job opportunities that will affect 2500 families in Jackson by providing opportunities to move from poverty to a living wage by the year 2022; and

WHEREAS, the Chicago Jobs Council has granted the City of Jackson a stipend in the amount of \$5,000.00 to support local costs of implementing the training of coaches, cost of space, materials, and follow-up support; and

WHEREAS, by way of an executed MOU between the City of Jackson and the Chicago Jobs Council, the latter will deliver the 3-day FCC Training in the Jessie B. Mosley Auditorium at the Smith Robertson Museum in Jackson, MS on April 9-11, 2020 from 8:00a.m. – 4:00 p.m. each day; and

WHEREAS, the Smith Robertson Museum has submitted a quote for the cost of the rental of the facility in the amount \$300 per day for the 3 days, totaling \$900; and

WHEREAS, the cost will be paid from the stipend provided by Chicago Jobs Council.

IT IS THEREFORE ORDERED that the Mayor is Authorized to enter into an agreement with Smith Robertson Museum to rent space in the amount not to exceed \$1,800.00 for the 3-day training on Family-Centered Coaching, facilitated and funded by Chicago Jobs Council personnel.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

* * * * *

ORDER FURTHER AMENDING THE CITY OF JACKSON PAY PLAN TO ESTABLISH THE COMPENSATION OF THE CLERK OF THE COUNCIL AT RANGE 33 AND THE CHIEF DEPUTY CLERK OF THE COUNCIL AT 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;

WHEREAS, the governing authorities passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the positions of Clerk of the Council and Chief Deputy Clerk of Council, did not exist within the City of Jackson's compensation plan prior to passage of the ordinance; and

WHEREAS, the positions of Clerk of the Council and Chief Deputy Clerk of Council were inherently established with passage of the ordinance recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the ordinance of December 20, 2019 did not establish the compensation to be paid for the established positions; and

WHEREAS, at a duly call meeting of the Jackson City Council on February 4, 2020, a majority of the council members voting and present established the compensation of the Clerk of the Council at Range 33 with compensation between \$37,314.50 and \$63,585.18 based on recommendations from the Department of Personnel Management; and

WHEREAS, the action taken by the Jackson City Council on February 4, 2020 concerning the compensation of the Clerk of the Council is recorded in Minute Book 6Q at Pages 445-449; and

WHEREAS, the compensation of the Chief Deputy Clerk of the Council was also established at the meeting of the Jackson City Council on February 4, 2020 at Range 28 with compensation between \$30,226.40 and \$52,003.62 based on recommendations from the Department of Personnel Management; and

WHEREAS, the action taken by the Jackson City Council on February 4, 2020 concerning the compensation of the Chief Deputy Clerk of the Council is likewise recorded in Minute Book 6Q at Pages 445-449; and

WHEREAS, subsequent to the Council's action, the Department of Personnel Management discovered an error in its recommendation concerning the *salary* for the Clerk of the Council and Chief Deputy Clerk of Council; and

WHEREAS, it was the intent of the Department of Personnel Management to recommend that the salary of the Clerk of the Council be established at Range 33 with compensation between \$57,788.22 -\$69,931.28; and

WHEREAS, it was also the intent of the Department of Personnel Management to recommend that the salary of the Chief Deputy Clerk of the Council be established at Range 28 with compensation between \$45,753.36-\$55,267.76; and

WHEREAS, the Department of Administration has informed the Department of Personnel Management that the City Council has adequate monies in the current year's budget to provide compensation within the ranges established.

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 classification of Clerk of the Council with salary Range 33 and compensation between \$57,788.22 - \$69,931.28;

IT IS THEREFORE ORDERED that the Pay Plan adopted by the City Council on September 22, 1998 found in Minute Book 4Y be further amended to add the classification of Chief Deputy Clerk of the Council with salary Range 28 and compensation between \$45,753.36-\$55,267.76;

IT IS THEREFORE ORDERED that this Order shall supersede the action taken by the Jackson City Council on February 4, 2020 only as it relates to the establishment of the compensation of the Clerk of Council and Chief Deputy Clerk of Council positions.

IT IS THEREFORE ORDERED that the Council's action on February 4, 2020 concerning the *Deputy Clerk of Council* position is *not* negated by this Order.

IT IS FURTHER ORDERED that the amendments to the Pay Plan described in this order concerning the compensation of the Clerk of the Council and Chief Deputy Clerk of the Council shall become effective immediately.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

There came on for Introduction Agenda Item No. 12:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SWUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. Said item was tabled until a Special Council Meeting to be held at a later date.

There came on for Introduction Agenda Item No. 13:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR CAMPBELL'S CRAFT DONUTS TO ERECT A 10 SWUARE FOOT PROJECTING BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 6 SQUARE FEET FOR PROJECTING BUILDING SIGNAGE. Said item was tabled until a Special Council Meeting to be held at a later date.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH TANN, BROWN, AND RUSS CO., PLLC TO COMPLETE THE INDEPENDENT AUDITOR'S STATEMENT FOR FINANCIAL DATA FOR FISCAL YEAR 2019.

WHEREAS, the Federal Transit Administration ("FTA") requires an Independent Auditor's Statement for Financial Data (IAS-FD) to ensure that agencies are reporting financial data according to FTA's Uniform System of Accounts; and

WHEREAS, FTA will consider the City of Jackson's Operating Expenses Questionable in all data products and note the same as non-compliant if the IAS-FD is not submitted by a date certain; and

WHEREAS, the Department of Planning and Development, Transit Division, is requesting that the governing authorities authorize the Mayor to execute the agreement and related documents with Tann, Brown, and Russ Co., PLLC, a public accounting and consulting firm located in Jackson, Mississippi, to provide auditing services of the Fiscal Year 2019 Transportation Fund at a cost not exceed \$5,200.00; and

WHEREAS, 80% (\$4,160.00) of the cost is covered by FTA funds, with a 20% (\$1,040.00) local match, which is budgeted in the FY 2020 Transit Services; and

WHEREAS, the City received a waiver for Fiscal Year 2018; and

WHEREAS, the Independent Auditor's Statement for Financial Data (IAS-FD) must be completed for Fiscal Year 2019, and is due to the Federal Transit Administration by April 30, 2020.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the agreement and related documents with Tann, Brown, and Russ Co., LLC to provide the services at a cost not to exceed \$5,200.00.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS, AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FOR THE DISCRETIONARY FY 2020 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339(B) IN THE AMOUNT OF \$8,369,066.00.

WHEREAS, on January 30, 2020, the U.S. Department of Transportation, Federal Transit Administration, announced the availability of funds and opened the application process for Section 5339(b) FY 2020 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2020-006-BUS; and

WHEREAS, this is a competitive grant where an application must be submitted by March 30, 2020 to apply for said funds; and

WHEREAS, these funds will be used for a mid-life rehabilitation of Union Stations, upgrade the farebox system, upgrade the security camera system at JAMF, purchase passenger counters for fixed route, system rebranding, and purchase three (3) 40 ft. Low Floor Hybrid (Diesel-Electric) fixed route buses; and

WHEREAS, there is a 20% match required of the City in the amount of \$1,673,813.00 upon acceptance of these funds; and

WHEREAS, the Transit staff is recommending that the City apply for and accept said award for use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the application and related documents and execute the agreement with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$8,369,066.00 from Section 5339(b) FY 2020 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2020-006-BUS to aid in the financing of the City's public transportation system.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- Stokes.

ORDER RATIFYING THE CHANGE ORDER FOR MULTI-CON, LLC, FOR THE USE OF 2017 PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND RATIFYING PAYMENT TO MULTI-CON, LLC FOR SERVICES PROVIDED.

WHEREAS, by Council Order dated June 19, 2018, found at Minute Book 6-N, page 250, the governing authorities authorized the Mayor to execute contracts with Management Services Resources and Multi-Con, LLC to implement limited housing repair activities on four (4) qualifying units and to commence work funded from 2017 Community Development Block Grant ("CDBG") funds; and

WHEREAS, the governing authorities further authorized the Office of Housing and Community Development to review and approve change orders with Management Services Resources for the use of 2017 Program Year CDBG funds not to exceed a total of \$8,000.00 with the proper supporting documentation evidencing need; and

WHEREAS, approval of change orders for Multi-Con, LLC, not to exceed an amount certain, was omitted from said Council Order due to scribbler's error; and

WHEREAS, on November 7, 2018, Multi-Con LLC submitted a change order in the amount of \$3,400.00, which was approved for payment on November 20, 2018.

IT IS HEREBY ORDERED that the change order for Multi-Con, LLC, to implement limited housing repair activities on four (4) qualifying units funded from 2017 Program Year CDBG funds be ratified.

IT IS FURTHER ORDERED that the payment to Multi-Con, LLC for the change order submitted on November 7, 2018, and paid on November 20, 2018, in the amount of \$3,400.00, be, and hereby is, ratified.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE JACKSON REDEVELOPMENT AUTHORITY TO UTILIZE PARCEL NUMBERS 86-52, 84-30 AND 84-31 IN THE FARISH STREET HISTORIC DISTRICT FOR THE FERTILE GROUNDS PROJECT; AUTHORIZING THE PURCHASE OF PROPERTY INSURANCE ON SAID PROPERTY WITH THE JACKSON REDEVELOPMENT AUTHORITY NAMED AS AN ADDITIONAL INSURED; AND AUTHORIZING THE COSTS OF SAID INSURANCE TO BE REIMBURSED FROM PROJECT FUNDS MAINTAINED BY THE COMMUNITY FOUNDATION FOR MISSISSIPPI.

WHEREAS, the City of Jackson was selected as a winner in the Public Art Challenge sponsored by the Bloomberg Family Foundation Inc. for a project submitted by the City entitled “Fertile Ground: Inspiring Dialogue about Food Access” (the “Project”); and

WHEREAS, in furtherance of the Project, the Jackson Redevelopment Authority (“JRA”) has approved performances and art installation to create and promote a dialogue about food access through a city-wide exhibition on certain property in the Farish Street Historic district, namely Parcel Nos. 86-52, 84-30 and 84-31, subject to appropriate liability insurance; and

WHEREAS, the City, through its Department of Planning and Development, is responsible for Project implementation conforming to the purposes approved by Bloomberg and will monitor and approve delivery of Project related goods and/or performance of any Project related services by artists, vendors, consultants and/or others, related to site clean-up, or installation, maintenance, and removal of public artwork on real property owned by JRA; and

WHEREAS, the Department of Planning and Development will secure and maintain all public artwork selected by the Project that is installed and will uninstall and remove all public artwork that has been placed on the property; and

WHEREAS, it is in the best interest of the City to purchase liability insurance on Parcel Nos. 86-52, 84-30 and 84-31, owned by JRA, and name JRA as an additional insured; and

WHEREAS, on May 28, 2019, the governing authorities authorized the Mayor to enter into a Memorandum of Understanding with the Community Foundation for Mississippi for fiscal sponsorship of the Fertile Ground Project from the date of execution through June 30, 2021; and

WHEREAS, the costs associated with the purchase of liability insurance on Parcels Nos. 86-52, 84-30 and 84-31 will be reimbursed from the Fertile Ground Fund.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Memorandum of Understanding and related documents with the Jackson Redevelopment Authority to utilize Parcel Nos. 86-52, 84-30, and 84-31 in the Farish Street Historic District, owned by the Jackson Redevelopment Authority.

IT IS FURTHER ORDERED that the City is authorized to purchase liability insurance on Parcels Nos. 86-52, 84-30 and 84-31, and name the Jackson Redevelopment Authority as an additional insured.

IT IS FURTHER ORDERED that the costs associated with the purchase of liability insurance on Parcels Nos. 86-52, 84-30 and 84-31 be reimbursed from the Fertile Ground Fund.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- Stokes.

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM EIGHT (8) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

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

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WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from eight (8) vendors be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	1/13/2020	Pitres' Environmental Services	The transit facility has several in ground oil/water separator units that environmental must be vacuumed out and the waste disposed at an EPA approved landfill. This vendor secured a three-year approval at a landfill to accept the sludge-drain back water.	\$1,858.00
2.	1/15/2020	Metro Communications & Utility Contractors	The transit facility has numerous lighting (poles, external building & internal shop areas) that required a bucket truck to replace the bulbs. Due the City's limited access to a bucket truck, Transit Service used the FTA procurement guidelines to secure the services of this for the safety and security of the transit staff.	\$1,600.00
3.	1/25/2020	Carr's Lawn Services	Vendor utilized for the safety and security of the transit staff and citizen of Jackson. Due the City's limited staff in other City departments to maintain the upkeep of the Transit facilities, we used the FTA procurement guidelines to secure the services of this vendor for lawn services.	\$1,000.00
4.	1/27/2020	Pull up Fresh and Clean Pure Pressure, LLC	Vendor utilized to clean several vehicles to ensure that we maintain a state of good repair for federally funded vehicles to reach their useful life.	\$ 240.00
5.	1/6/2020	Cheeks Management, LLC	Vendor utilized to repair internal wall of the facility at 1785 Highway 80 West due to damages in the training room to maintain a state of good repair.	\$ 475.00
6.	1/31/2020	JefCoat Fence Company	Vendor utilized to repair the gate at the property located at 1785 Highway 80 West due to a gate malfunction which is essential to the safety and security of the facility.	\$ 389.00
7.	2/3/2020	Weco, Inc	Vendor utilized to repair the air compressor in the Maintenance Building, which is essential to the maintenance operations of the buses at JAMF.	\$1,129.65
8.	1/28/2020	Signs First	Vendor utilized to prepare decals for Advisory Meetings in accordance to Title VI and ADA Compliance for FTA.	\$1,200.00
			Grand Total	\$7,891.65

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from eight (8) vendors be authorized and payment made to the vendors.

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

President Lindsay recognized **Tim Howard**, City Attorney, who stated that an amendment was needed in the last paragraph of said order to revise "IT IS THEREFORE, ORDERED that the purchases and procurement of services from eight (8) vendors be authorized and payment made to the vendors." and change it to "IT IS, THEREFORE, ORDERED" that the purchases of goods and procurement of services from eight (8) vendors cited above be ratified and payment to vendors be authorized in the amount of \$7,891.65".

Council Member Tillman moved; seconded by **President Lindsay** to amend said order to reflect the changes as stated by **Tim Howard**, City Attorney. The motion prevailed by the following vote:

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM EIGHT (8) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

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

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from eight (8) vendors be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	1/13/2020	Pitres' Environmental Services	The transit facility has several in ground oil/water separator units that environmental must be vacuumed out and the waste disposed at an EPA approved landfill. This vendor secured a three-year approval at a landfill to accept the sludge-drain back water.	\$1,858.00
2.	1/15/2020	Metro Communications & Utility Contractors	The transit facility has numerous lighting (poles, external building & internal shop areas) that required a bucket truck to replace the bulbs. Due the City's limited access to a bucket truck, Transit Service used the FTA procurement guidelines to secure the services of this for the safety and security of the transit staff.	\$1,600.00
3.	1/25/2020	Carr's Lawn Services	Vendor utilized for the safety and security of the transit staff and citizen of Jackson. Due the City's limited staff in other City departments to maintain the upkeep	\$1,000.00

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			of the Transit facilities, we used the FTA procurement guidelines to secure the services of this vendor for lawn services.	
4.	1/27/2020	Pull up Fresh and Clean Pure Pressure, LLC	Vendor utilized to clean several vehicles to ensure that we maintain a state of good repair for federally funded vehicles to reach their useful life.	\$ 240.00
5.	1/6/2020	Cheeks Management, LLC	Vendor utilized to repair internal wall of the facility at 1785 Highway 80 West due to damages in the training room to maintain a state of good repair.	\$ 475.00
6.	1/31/2020	JefCoat Fence Company	Vendor utilized to repair the gate at the property located at 1785 Highway 80 West due to a gate malfunction which is essential to the safety and security of the facility.	\$ 389.00
7.	2/3/2020	Weco, Inc	Vendor utilized to repair the air compressor in the Maintenance Building, which is essential to the maintenance operations of the buses at JAMF.	\$1,129.65
8.	1/28/2020	Signs First	Vendor utilized to prepare decals for Advisory Meetings in accordance to Title VI and ADA Compliance for FTA.	\$1,200.00
			Grand Total	\$7,891.65

IT IS, THEREFORE, ORDERED, that the purchases of goods and procurement of services from eight (8) vendors cited above be ratified and payment to vendors be authorized in the amount of \$7,891.65.

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION, RELATED DOCUMENTS, AND THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FOR CONGRESSIONAL APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR CAPITAL, OPERATING AND PLANNING ASSISTANCE, IN THE AMOUNT OF \$2,892,793.00 AND SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANT IN THE AMOUNT OF \$325,981.00.

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration annually allocates funding for states under Section 5307 Urbanized Area Formula Grant for Capital and Planning Assistance as well as Section 5339 for Bus and Bus Facilities Formula Grant; and

WHEREAS, to receive these funds, the Urbanized Area must make an application; and

WHEREAS, the City of Jackson will apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$2,892,793.00 for Section 5307 Urbanized Area Formula Grant for Capital, Operating and Planning Assistance which represents FY 2019 congressional apportionments and \$325,981.00 for Section 5339 Bus and Bus Facilities Assistance which represents the allocations from FY 2020 congressional apportionments; and

WHEREAS, these funds can be used to support capital, operating and planning, as well as bus and bus facilities expenses, for the City’s Transit System and City of Jackson’s Transportation Planning and Transit Services Division; and

WHEREAS, there is a 20% match required of the City in the amount of \$493,380.00 and a 50% match in the amount of \$1,245,253.00 for a total of \$1,738,633.00 upon acceptance of these funds; and

WHEREAS, the table listed below shows a representation of the allocation of funds; and

FFY 2019 Apportionments			
	Federal	Local	Total
Section 5307			
50%	\$1,245,253.00	\$1,245,253.00	\$2,490,506.00
20%	\$1,647,540.00	\$ 411,885.00	\$2,059,425.00
Sub-total	\$2,892,793.00	\$1,657,138.00	\$4,549,931.00
Section 5339			
20%	\$325,981.00	\$ 81,495.00	\$407,476.00
Overall Totals	\$3,218,774.00	\$1,738,633.00	\$4,957,407.00

WHEREAS, the staff is recommending that the City apply for and accept said award for use in the City’s transit system and City of Jackson’s Transportation Planning and Transit Services Division.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the applications and related documents and execute the agreement with the U.S. Department of Transportation’s Federal Transit Administration seeking a grant award of \$2,892,793.00 from the Section 5307 formula grant and \$3325,981.00 from the Section 5339 formula grant for a total grant award of \$3,218,774.00 to aid in the financing of the City’s transit system and the City of Jackson’s Transportation Planning and Transit Services Division.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH STEPHEN C. EDDS AND TRAY HAIRSTON OF THE BUTLER SNOW LAW FIRM, LLP ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN STEPHEN C. EDDS AND TRAY HAIRSTON AS SPECIAL COUNSEL FOR THE CITY IN CONNECTION WITH DEVELOPMENT OF THE CONVENTION CENTER PROPERTIES. Said item was tabled until a Special Council Meeting to be held at a later date.

ORDER AUTHORIZING THE MAYOR TO REVISE THE 2019/2020 FISCAL BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO INCLUDE TWELVE (12) SEASONAL EMPLOYEES TO CUT AND MAINTAIN THE GOLF COURSES, CEMETERIES, RIGHT OF WAYS, VACANT LOTS, CURBS/GUTTERS AND PARKS, AT AN ADDED COST OF \$33,987.00.

WHEREAS, it is the desire of the City of Jackson, Department of Parks and Recreation to provide consistent and outstanding service to our citizens and visiting guests with emphasis in the Spring and Summer months and in doing so, must have adequate equipment and personnel;

WHEREAS, it has been brought to the attention of the Department of Parks and Recreation that twelve (12) seasonal employee positions are needed to cut and maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, at an added cost of \$33,987.00. Additional funds are desperately needed to allow uninterrupted and continuous schedule of cutting services, in all areas in the City of Jackson; and

WHEREAS, the seasonal workers will work from March 15, 2020 through September 30, 2020. This will significantly impact our crucial ability to cut and maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, as well as efficiently and adequately provide the personnel needed at the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks; and

WHEREAS, the Department believes authorizing a revised budget in the amount of \$33,987.00, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to revise the Department of Parks and Recreation's 2019-20 Fiscal Year Budget, to allow the hiring of twelve (12) seasonal employees to provide cutting services at the golf courses, cemeteries, and right of ways, vacant lots, curbs/gutters and parks, in an amount not to exceed \$33,987.00.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

ORDER RATIFYING THE ACCEPTANCE OF M & B CONCESSIONS CO. DELIVERED SUPPLIES FOR THE 2020 ANNUAL EASTER EGG HUNT AND AUTHORIZING THE PAYMENT FOR THE SAME.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in hosting an annual Easter Egg Hunt, free of charge, to our youth 8 years of age and under. This annual event is highly anticipated and enjoyed by youth and their parents. The 2020 Annual Easter Egg Hunt will be held at the V.A. Legion Softball Complex, located at 4500 Officer Thomas Catching's Drive; and

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation needed to order supplies for the 2020 Annual Easter Egg Hunt from M & B Concessions Co.; and

WHEREAS, M & B Concessions Co. delivered a variety of 2020 Annual Easter Egg Hunt supplies on February 11, 2020; and

WHEREAS, the amount of the supplies did not exceed Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50); and

WHEREAS, the Department of Parks and Recreation believes honoring Invoice 21851 in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50), payable to M & B Concessions Co., is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the acceptance of supplies delivered for 2020 Annual Easter Egg Hunt on February 11, 2020 is hereby ratified.

IT IS, FURTHER ORDERED that payment of Invoice 21851 for said 2020 Annual Easter Egg Hunt in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50) from M & B Concessions Co. is hereby authorized.

Council Member Banks moved adoption; Council Member Lindsay seconded.

President Lindsay recognized Tim Howard, City Attorney, who stated that an amendment was needed in the last paragraph of said order, "IT IS, FURTHER ORDERED that payment of Invoice 21851 for said 2020 Annual Easter Egg Hunt in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50) from M & B Concessions Co. is hereby authorized", to change it to "IT IS, FURTHER ORDERED that payment of Invoice 21851 from M&B Concessions Co. for said 2020 Annual Easter Egg Hunt and/or for any other proper municipal purpose in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50) is hereby authorized".

Council Member Stamps moved; seconded by Council Member Tillman to amend said order to reflect the changes as stated by Tim Howard, City Attorney. The motion prevailed by the following vote:

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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

ORDER RATIFYING THE ACCEPTANCE OF M & B CONCESSIONS CO. DELIVERED SUPPLIES FOR THE 2020 ANNUAL EASTER EGG HUNT AND AUTHORIZING THE PAYMENT FOR THE SAME.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in hosting an annual Easter Egg Hunt, free of charge, to our youth 8 years of age and under. This annual event is highly anticipated and enjoyed by youth and their parents. The 2020 Annual Easter Egg Hunt will be held at the V.A. Legion Softball Complex, located at 4500 Officer Thomas Catching's Drive; and

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation needed to order supplies for the 2020 Annual Easter Egg Hunt from M & B Concessions Co.; and

WHEREAS, M & B Concessions Co. delivered a variety of 2020 Annual Easter Egg Hunt supplies on February 11, 2020; and

WHEREAS, the amount of the supplies did not exceed Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50); and

WHEREAS, the Department of Parks and Recreation believes honoring Invoice 21851 in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50), payable to M & B Concessions Co., is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the acceptance of supplies delivered for 2020 Annual Easter Egg Hunt on February 11, 2020 is hereby ratified.

IT IS, FURTHER ORDERED that payment of Invoice 21851 from M&B Concessions Co. for said 2020 Annual Easter Egg Hunt and/or for any other proper municipal purpose in the amount of Two Thousand, Five Hundred Forty-Three Dollars & Fifty Cents (\$2,543.50) is hereby authorized.

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER RATIFYING THE ACCEPTANCE OF DESIGN SERVICES PROVIDED BY ALTER ECO DESIGNS, LLC AND AUTHORIZING THE PAYMENT FOR THE SAME.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes pride in sponsoring the 2020 Mayor's Cup Golf Tournament for golfers in the Jackson Metropolitan Area to partake in a pleasing and enjoyable experience; and

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation needed to secure Web Design Services for the 2020 Mayor's Cup Golf Tournament brochure by Alter Eco Designs, LLC; and

WHEREAS, Alter Eco Designs, LLC provided quality design Services for the 2020 Mayor's Cup Golf Tournament brochure on February 10, 2020; and

WHEREAS, the Department of Parks and Recreation will continue to utilize the services of Alter Eco Designs, LLC through September 31, 2020 for various and sundry design services; and

WHEREAS, the cost of services will not exceed Three Thousand Dollars & Zero Cents (\$3,000.00); and

WHEREAS, the Department of Parks and Recreation believes honoring Invoice 34 in the amount of Two Hundred Eighty-Six Dollars & Eighty-Five Cents (\$286.85), payable to Alter Eco Designs, LLC is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the acceptance of design services for the Mayor's Cup Golf Tournament brochure submitted on February 10, 2020 is hereby ratified.

IT IS, FURTHER ORDERED that payment of Invoice 34 for said design services in the amount of Two Hundred Eighty-Six Dollars & Eighty-Five Cents (\$286.85), from Alter Eco Designs, LLC is hereby authorized.

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

Yeas – Banks, Foote, Lindsay, Stamps and Tillman.

Nays – None.

Abstention – Priester.

Absent – Stokes.

ORDER RATIFYING THE ACCEPTANCE OF A Q2 PLUS SMART BUSINESS SECURITY SYSTEM AND CAMERA SYSTEM INSTALLED BY SAFEWATCH SECURITY SYSTEMS AT THE GROVE PARK MUNICIPAL GOLF COURSE AND AUTHORIZING THE PAYMENT FOR THE SAME.

WHEREAS, the City of Jackson, Department of Parks and Recreation has experienced numerous burglaries and ongoing vandalism issues; and

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation needed to purchase and install a Q2 Plus Smart Business Security System and Camera System for the Grove Park Municipal Golf Course by Safewatch Security Systems; and

WHEREAS, Safewatch Security Systems installed a Q2 Plus Smart Business Security System and Camera System at the Grove Park Municipal Golf Course on March 5, 2020; and

WHEREAS, the purchase and installation cost did not exceed Four Thousand, Nine Hundred Ninety Dollars & Zero Cents (\$4,990.00); and

WHEREAS, the Department of Parks and Recreation believes honoring Invoice 16614 in the amount of Four Thousand, Nine Hundred Ninety Dollars & Zero Cents (\$4,990.00), payable to Safewatch Security Systems is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the acceptance of a Q2 Plus Smart Business Security System and Camera System installed by Safewatch Security Systems at the Grove Park Municipal Golf Course the on March 5, 2020 is hereby ratified.

IT IS, FURTHER ORDERED that payment of Invoice 16614, to Safewatch Security Systems for said Q2 Plus Smart Business Security System and Camera System in the amount of Four Thousand, Nine Hundred Ninety Dollars & Zero Cents (\$4,990.00) is hereby authorized.

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

Yeas - Lindsay and Tillman.
Nays - Banks, Foote, Stamps, and Priester.
Absent - Stokes.

Note: Said item failed for a lack of a majority vote.

ORDER AUTHORIZING A CONTRACTUAL AGREEMENT WITH CAPITAL SECURITY SYSTEMS, LLC FOR AN ALARM SYSTEM AT MUNICIPAL ART GALLERY. Said item was pulled by **Mayor Chokwe Antar Lumumba**.

ORDER AUTHORIZING THE PAYMENT OF \$2,154.75 TO CAPITAL CITY SECURITY, INC. FOR SECURITY DURING THE LEGO EXHIBIT AT THE ART CENTER, AND RATIFYING SAID SERVICES RENDERED.

WHEREAS, Capital City Security, Inc. provided security for the Lego Exhibit for the City of Jackson during the months of November and December of 2019 at the Art Center; and

WHEREAS, The City of Jackson received several invoices totaling the amount of \$2,154.75 for security services provided for the Lego Exhibit; and

IT IS HEREBY ORDERED that the services provided during the 2019 Lego Exhibit by Capital City Security, Inc. at the Art Center is hereby ratified.

IT IS FURTHER ORDERED that the City is authorized to remit payment of funds in the amount of \$2,154.75 to Capital City Security, Inc. for security services provided, for the 2019 Lego Exhibit at the Art Center.

Council Member Stamps moved adoption; **Council Member Tillman** seconded.

Yeas – Foote, Lindsay, Priester, Stamps and Tillman.
Nays – Banks.
Absent – Stokes.

ORDER AUTHORIZING THE PAYMENT OF \$120.00 TO DEANTE MORGAN FOR GRAPHIC DESIGN SERVICES PROVIDED FOR JACKSON MEALS MATTER, “CHAMP GRANT”.

WHEREAS, on February 6, 2020 the City of Jackson received an invoice in the amount of 120.00 for graphic design services provided by Deante Morgan for Jackson Meals Matter “Champ Grant”; and

WHEREAS, Deante Morgan designed a logo for the Jackson Meals Matter Program “Champ Grant” to be placed on all items identifying the program.

IT IS HEREBY ORDERED that the City authorized the payment of funds in the amount of \$120.00 to Deante Morgan for graphic design services.

Council Member Stamps moved adoption; **Council Member Tillman** seconded.

President Lindsay recognized **Tim Howard**, City Attorney, who stated that an amendment was needed in the heading. It should read: "ORDER AUTHORIZING THE PAYMENT OF \$120.00 TO DEANTE MORGAN FOR GRAPHIC SERVICES PROVIDED FOR JACKSON MEALS MATTER, CHAMP GRANT, AND RATIFYING SAID SERVICES". Also, after the second "whereas, it is, therefore, ordered", it should state that "services provided by Deante Morgan for the Jackson Meals Matter Champ Grant is hereby ratified". In the last paragraph, it should read as follows: "IT IS FURTHER ORDERED that payment of funds in the amount of \$120.00 to Deante Morgan for said graphic design services is hereby authorized".

Council Member Lindsay moved; seconded by **Council Member Banks** to amend said order to reflect the changes as stated by **Attorney Tim Howard**. The motion prevailed by the following vote:

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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

ORDER AUTHORIZING THE PAYMENT OF \$120.00 TO DEANTE MORGAN FOR GRAPHIC DESIGN SERVICES PROVIDED FOR JACKSON MEALS MATTER, "CHAMP GRANT" AND RATIFYING SAID SERVICES.

WHEREAS, on February 6, 2020 the City of Jackson received an invoice in the amount of 120.00 for graphic design services provided by Deante Morgan for Jackson Meals Matter "Champ Grant"; and

WHEREAS, Deante Morgan designed a logo for the Jackson Meals Matter Program "Champ Grant" to be placed on all items identifying the program.

IT IS, THEREFORE, ORDERED that services provided by Deante Morgan for the Jackson Meals Matter Champ Gant is hereby ratified.

IT IS FURTHER ORDERED that payment of funds in the amount of \$120.00 to Deante Morgan for said graphic design services be authorized.

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING THE PAYMENT OF \$2,000.00 TO THE JACKSON ADVOCATE FOR SERVICES PROVIDED FOR ADVERTISEMENT FOR JACKSON MEALS MATTER. Said item was tabled for a Special Council Meeting to be held at a later date.

ORDER RATIFYING SERVICES RENDERED BY INTEGRATED PEST CONTROL WITH THE CITY OF JACKSON'S DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR PEST CONTROL SERVICES PREVIOUSLY PROVIDED IN THE AMOUNT OF \$841.00, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL.

WHEREAS, Integrated Pest Control provided pest control service's for City of Jackson's Early Childhood Development Centers and Senior Centers; and

WHEREAS, the City of Jackson received several invoices in the amount of 841.00 for pest control services; and

WHEREAS, the Department of Human and Cultural Services desires to enter into an agreement with Integrated Pest Control to provide pest control services for a period of twelve months at a cost not to exceed \$10,000.00.

IT IS HEREBY ORDERED that the City hereby ratifies services rendered by Integrated Pest Control at the Department of Human and Cultural Services' Early Childhood Centers and Senior Centers, and authorizes the payment of \$841.00 for said services.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with Integrated Pest Control for a period twelve months at a cost not to exceed \$10,000.00.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE MILL STREET IMPROVEMENT PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(001) LPA/107313, CITY PROJECT NUMBER 15B4008.

WHEREAS, the City of Jackson entered into a contract for the construction of the Mill Street Improvement Project with Hemphill Construction Company, Inc., being the lowest and best bidder; and

WHEREAS, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued on effective November 15, 2019; and the Surety, Federal Insurance Company has authorized release and payment of all monies due under this contract; and

WHEREAS, the final payment of \$384,946.35 results in a final project cost of \$1,599,312.83, a decrease of \$419,014.42 due to underrun of various quantities; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #2/Final to the contract of Hemphill Construction Company, Inc., and to issue final payment in the amount of \$384,946.35 to said contractor.

IT IS FURTHER ORDERED that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the Mill Street Improvement Project, Federal Aid Project STP-7261-00(001) LPA/107313, and City Project No. 15B4008.

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

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING PAYMENT TO SD SYSTEMS, INC. FOR SERVICES AT THE J.H. FEWELL WATER TREATMENT PLANT.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance of the City's J.H. Fewell Water Treatment Plant; and

WHEREAS, issues with the monitoring and reporting of treated water turbidity arose at J.H. Fewell Water Treatment Plant, which caused non-compliance with the reporting requirements of the Safe Drinking Water Act; and

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

WHEREAS, the services set forth the invoice attached hereto, specifically generating multiple compliance reports and troubleshooting PLC1 Filter 12 turbidity meter, were provided and used in the operation and maintenance of the City's J.H. Fewell Water Treatment Plant; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's J.H. Fewell Water Treatment Plant, it is necessary to pay this outstanding invoice to continue receiving any needed services from this vendor.

IT IS, THEREFORE, ORDERED that payment to SD Systems, Inc. in the amount of \$3,674.70 for generating multiple compliance reports and troubleshooting PLC1 Filter 12 turbidity meter consistent with the attached invoice is authorized.

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

President Lindsay recognized **Attorney Tim Howard**, City Attorney, who stated that an amendment was needed in the last paragraph and it should read: IT IS, THEREFORE, ORDERED that payment to SD systems, Inc. in the amount of \$3,674.70 for generating multiple compliance reports and troubleshooting PLCI Filter 12 turbidity meter consistent with the attached invoice is authorized and said services ratified".

Council Member Tillman moved; seconded by **Council Member Banks** to amend said order to reflect the changes as stated by **Attorney Tim Howard**. The motion prevailed by the following vote:

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

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

ORDER AUTHORIZING PAYMENT TO SD SYSTEMS, INC. FOR SERVICES AT THE J.H. FEWELL WATER TREATMENT PLANT.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance of the City's J.H. Fewell Water Treatment Plant; and

WHEREAS, issues with the monitoring and reporting of treated water turbidity arose at J.H. Fewell Water Treatment Plant, which caused non-compliance with the reporting requirements of the Safe Drinking Water Act; and

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

WHEREAS, the services set forth the invoice attached hereto, specifically generating multiple compliance reports and troubleshooting PLC1 Filter 12 turbidity meter, were provided and used in the operation and maintenance of the City's J.H. Fewell Water Treatment Plant; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's J.H. Fewell Water Treatment Plant, it is necessary to pay this outstanding invoice to continue receiving any needed services from this vendor.

IT IS, THEREFORE, ORDERED that payment to SD systems, Inc. in the amount of \$3,674.70 for generating multiple compliance reports and troubleshooting PLCI Filter 12 turbidity meter consistent with the attached invoice is authorized and said services ratified.

Yeas- Foote, Banks, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC, FOR THE SYKES SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4004.601.

WHEREAS, on February 11, 2020, the City of Jackson received three sealed bids for the Sykes Senior Center Parking Lot Project, City Project No.20B4004.601; and

WHEREAS, the bid received from GCW Pavement Services, LLC, was rejected because it did not include the cost proposal; and

WHEREAS, the bid received from Four Seasons Enterprises, LLC, in the amount of \$65,353.95, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Four Seasons Enterprises, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Four Seasons Enterprises, LLC, in the amount of \$65,353.95, is accepted as the lowest and best bid in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract consistent with the bid accepted and the plans, specifications, and contract documents on which the bid was based.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's two water treatment plants; and

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

WHEREAS, the parts and equipment set forth in certain invoices attached hereto were delivered and used in the operation and maintenance of the City's two water treatment plants; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the City's two water treatment plants; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's two water treatment plants, it is necessary to pay these outstanding invoices to continue receiving any needed parts or equipment, or any needed services for these vendors; and

WHEREAS, the Water-Sewer Business Administration Division of the Department of Public Works had need of security services at its business office where it sees customers; and

WHEREAS, the Water-Sewer Business Administration Division of the Department of Public Works had need of additional assistance in customer service to assist in the processing and correction of customer bills; and

WHEREAS, the security services were necessary to protect the well-being and safety of City employees and customers coming to pay their bills; and

WHEREAS, the temporary staff for customer services was needed to produce timely and accurate bills, which are essentially to the continued operation of the City's Water-Sewer Utility.

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

- Waypoint Analytical—Lab Sample Testing at O.B. Curtis \$144.00
- CCSI Security, Inc.—Security Services at J.H. Fewell and \$ 3,193.54
- WSBA Metro Center Office
- Carr Plumbing Supply—Repair and Replacement Parts for
- Membrane Plant at O.B. Curtis \$212.82
- Southern Hose & Gasket of MS—Replacement of Hoses for
- Basins 1,2, &3 at O.B. Curtis \$613.09
- Central Pipe Supply-Jackson—Repair Parts for Ammonia Room at O.B. Curtis \$20.98
- TNEMEC Company, Inc.—Coating and Supplies for Brackets for Basins at O.B. Curtis \$4,816.25
- Zenon Environmental Corporation—Parts for Membrane Trains for Operations to Maintain Water Production for Membrane Plant at O.B. Curtis \$1,190.00
- Deep South Equipment Company—Forklift Repair at O.B. Curtis \$178.00
- Republic Services—On-Call Service for One Waste Container for Sludge Plant at O.B. Curtis \$403.66
- Staffmark—Temporary general laborer at O.B. Curtis \$891.01
- Staffers—Temporary labor to augment Customer Service \$7,426.21

Total \$19,089.56

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY OF JACKSON WASTE TIRE RECYCLING PROGRAM AND AUTHORIZING THE MAYOR EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.

WHEREAS, tires are collected from tire abatement projects and the Waste Tire Program, which includes the collection of illegally dumped tires, the collection of tires brought into the City's landfill by residents, and the collection of tires from City right-of-ways and City facilities; and

WHEREAS, the Mississippi Department of Environmental Quality offers Waste Tire Grant on an as-needed basis; and

WHEREAS, the Solid Waste Division of the Public Works Department has need of funds to pay contractors to recycle for alternative uses the waste tires it collects; and

WHEREAS, the Solid Waste Division of the Public Works Department recommends requesting a grant in the amount of \$100,000.00 from the Mississippi Department of Environmental Quality to enable it to continue recycling the tires it collects.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to apply for a grant of \$100,000.00 from the Mississippi Department of Environmental Quality for funding the City of Jackson Waste Tire Recycling Program.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary for the acceptance and administration of said grant.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC, FOR THE CHAMPION SENIOR CENTER PARKING LOT PROJECT, CITY PROJECT NUMBER 20B4005.501.

WHEREAS, on February 11, 2020, the City of Jackson received three sealed bids for the Champion Senior Center Parking Lot Project, City Project No.20B4005.501; and

WHEREAS, the bid received from GCW Pavement Services, LLC, was rejected because it did not include the cost proposal; and

WHEREAS, the bid received from Four Seasons Enterprises, LLC, in the amount of \$58,449.71, was the second lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Four Seasons Enterprises, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Four Seasons Enterprises, LLC, in the amount of \$58,449.71, is accepted as the lowest and best bid in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract consistent with the bid accepted and the plans, specifications, and contract documents on which the bid was based.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. TO PREPARE A REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION SERVICES AND OTHER RELATED SERVICES. Said item was tabled for a Special Council Meeting to be held at a later date.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR THE 2019/2020 CITYWIDE STREET RESURFACING PROJECT CONTRACT A, CITY PROJECT NUMBER 20B4000.901.

WHEREAS, on January 21, 2020, the City of Jackson received two sealed bids for the 2019/2020 Citywide Street Resurfacing Project Contract A, City Project No.20B4000.901; and

WHEREAS, the bid received from Dickerson & Bowen, Inc., in the amount of \$9,967,972.32, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Dickerson & Bowen, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson & Bowen, Inc., in the amount of \$9,967,972.32, is accepted in accordance with the City’s Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent - Stokes.

ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS.

WHEREAS, the Office of State Aid Road Construction discovered a defective timber pile from their annual bridge inspection, and notified the Department of Public Works; and

WHEREAS, the City of Jackson Department of Public Works solicited competitive written bids from several contractors to repair the defective pile; and

WHEREAS, Hemphill Construction Company, Inc., submitted the only bid in the amount of \$29,255.00; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the governing authorities accept the bid of Hemphill Construction Company, Inc., in the amount of \$29,255.00 as the lowest and best bid to repair the defective timber pile.

IT IS, THEREFORE, ORDERED that the written competitive bid of Hemphill Construction Company, Inc, in the amount of \$29,255.00 is accepted as the best bid in accordance with the City’s solicitation of written competitive bids; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk for the City of Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Hemphill Construction Company, Inc., to repair a defective timber pile at the bridge structure located on County Line Road with the bid being accepted.

Council Member Priester moved adoption; **Council Member Tillman** seconded.

Yeas- Foote, Lindsay, Priester, Stamps and Tillman.
Nays- Banks.
Absent - Stokes.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR THE 2019/2020 CITYWIDE STREET RESURFACING PROJECT CONTRACT B, CITY PROJECT NUMBER 20B4001.901.

WHEREAS, on January 21, 2020, the City of Jackson received three sealed bids for the 2019/2020 Citywide Street Resurfacing Project Contract B, City Project No.20B4001.901; and

WHEREAS, the bid received from Dickerson & Bowen, Inc., in the amount of \$5,275,949.51, was the lowest bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Dickerson & Bowen, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson & Bowen, Inc., in the amount of \$5,275,949.51, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-06.

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to following streets in the City of Jackson within the project amounts indicated:

1. Mayes Street (Bailey Avenue to Overpass) in an amount not to exceed \$87,000.00 (Wards 3 & 7)
2. Albermarle Road (Ridgeway Street to Oakland Street) in an amount not to exceed \$65,000.00 (Ward 3)

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

WHEREAS, the Department of Public Works has review the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to the following streets in the City of Jackson:

1. Mayes Street (Bailey Avenue to Overpass) (Wards 3 & 7)
2. Albermarle Road (Ridgeway Street to Oakland Street) (Ward 3)

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-05.

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to the following streets in the City of Jackson with in the project amounts indicated:

1. Officer Thomas Catchings, Sr. Drive in an amount not to exceed \$60,000.00 (Ward 4)
2. Westhaven Boulevard in an additional amount of \$100,000 (with the existing approval of \$100,000.00 the total amount for the project not to exceed \$200,000.00) (Ward 4)
3. Pear Street in an amount not to exceed \$20,000.00 (Ward 4)
4. Wiggins Road in an amount not to exceed \$49,296.00 (Ward 4)

WHEREAS, the Hinds County Board of Supervisors desires to make financial contributions to the following projects to be constructed by the City of Jackson:

1. Buddy Butts Park, funding contribution in an amount not to exceed \$100,000.00 for the City of Jackson to apply towards the paving and/or reconstruction of the public roads within the park (Ward 4)
2. Capitol Street, funding contribution in an amount not to exceed \$400,000.00 (Wards 3, 4 & 5)

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements and make the referenced financial contributions; and

WHEREAS, the Department of Public Works has review the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to the following streets in the City of Jackson within the project amounts indicated:

1. Officer Thomas Catchings, Sr. Drive in an amount not to exceed \$60,000.00 (Ward 4)
2. Westhaven Boulevard in an additional amount of \$100,000 (with the existing approval of \$100,000.00 the total amount for the project not to exceed \$200,000.00) (Ward 4)
3. Pear Street in an amount not to exceed \$20,000.00 (Ward 4)
4. Wiggins Road in an amount not to exceed \$49,296.00 (Ward 4)

And to accept financial contributions for the following projects:

1. Buddy Butts Park, funding contribution in an amount not to exceed \$100,000.00 for the City of Jackson to apply towards the paving and/or reconstruction of the public roads within the park (Ward 4)
2. Capitol Street, funding contribution in an amount not to exceed \$400,000.00 (Wards 3, 4 & 5)

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN IDEMIA IDENTITY & SECURITY USA, LLC AND THE CITY OF JACKSON TO SERVE AS HOSTING LOCATION FOR TSA PRE-CHECK SERVICES.

WHEREAS, on August 20, 2019, Minute Book 6P, Pages 568-569, the City Council of Jackson, Mississippi approved for the City of Jackson to enter into a service agreement with IDEMIA Identity & Security USA, LLC for the implementation of TSA Pre-Check Services; and

WHEREAS, IDEMIA Identity & Security USA, LLC ("Idemia") is the prime contractor under a contract with TSA to provide biometric identification services for one or more government agencies; and

WHEREAS, due to unforeseen delays with employees completing the vetting process with the Transportation Security Administration, the Department of Municipal Clerk deemed it necessary to enter into a MOU with IDEMIA to implement TSA Pre-Check Services on a temporary basis.

IT IS HEREBY ORDERED that the Mayor of the City of Jackson is authorized to enter into Memorandum of Understanding between IDEMIA Identity & Security USA, LLC and the City of Jackson, Mississippi to serve as a host location for the implementation of TSA Pre-Check services.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI COORDINATING REOPENING OF JACKSON ZOO WITH REPAVING OF STREETS AROUND ZOO. Said item was pulled by **President Lindsay**.

There came on for consideration Agenda Item No. 44:

ORDER APPOINTING KAREN NELSON AS DEPUTY COUNCIL CLERK. Said item would be placed on the next Regular Council agenda to be held on March 31, 2020 at 10:00 a.m.

There came on for consideration Agenda Item No. 45:

ORDER APPOINTING MAC AURTHUR EPPS AS DEPUTY COUNCIL CLERK INTERN. Said item would be placed on the next Regular Council agenda to be held on March 31, 2020 at 10:00 a.m.

There came on for consideration Agenda Item No. 46:

ORDER APPOINTING KUTENIA TATE GOOD AS DEPUTY COUNCIL CLERK INTERN. Said item would be placed on the next Regular Council agenda to be held on March 31, 2020 at 10:00 a.m.

ORDER AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE REVISION OF THE SOLID WASTE MANAGEMENT PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.

WHEREAS, it is the desire of the City of Jackson, Department of Parks and Recreation to provide consistent and outstanding service to our citizens and visiting guests with emphasis in the Spring and Summer months and in doing so, must have adequate equipment; and

WHEREAS, it has been brought to the attention of the Department of Parks and Recreation that one (1) Tri-Deck Roller Mower is needed to cut and maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, at an added cost of \$36,655.00. Additional funds are desperately needed to allow uninterrupted and continuous schedule of cutting services, in all areas in the City of Jackson; and

WHEREAS, the Department believes authorizing a revised budget in the amount of \$36,655.00, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to revise the Department of Parks and Recreation’s 2019-20 Fiscal Year Budget, to allow the purchase of one (1) new Tri-Deck Mower, to provide cutting services at the golf courses, cemeteries, and right of ways, vacant lots, curbs/gutters and parks, in the amount of \$36,655.00.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent - Stokes.

Council Member Priester left meeting.

ORDER APPROVING CLAIMS NUMBER 4757 TO 5866 APPEARING AT PAGES 736 TO 896 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$11,113,494.68 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 4757 to appearing at pages 736 to 896, inclusive thereon, in the Municipal “Docket of Claims”, in the aggregate amount of \$11,113,494.68 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
09 TAX INCREMENT BOND FUND \$407,000	850.00
1% INFRASTRUCTURE TAX	587,646.63
2008 GO STREET CONSTRUCTION FD	15,067.73
BUSINESS IMPROV FUND (LANDSCP)	464,351.05
CAPITAL CITY REVENUE FUND	7,110.57
DISABILITY RELIEF FUND	1,511,001.62
CHILDHOOD (DAYCARE)	4,505.08
EMERGENCY SHELTER GRANT (ESG)	22,880.63
EMPLOYEES GROUP INSURANCE FUND	143,712.23
FIRE PROTECTION	97,893.30
FONDREN BUSINESS IMPROV FUND	75,106.20
ENERAL FUND	2,318,638.75
H O P W A GRANT – DEPT. OF HUD	107,717.16
HOME PROGRAM FUND	1,645.62
HOUSING COMM DEV ACT (CDBG) FD	106,573.65
KELLOG FOUNDATION PROJECT	28,170.44
LANDFILL/SANITATION FUND	789,213.94
LIBRARY FUND	333,954.83
MADISON SEWAGE DISP OP & MAINT	1,316.72
NCSC SENIOR AIDES	136.76
P E G ACCESS – PROGRAMMING FUND	7,341.15
PARKS & RECR. FUND	58,303.96
REPAIR & REPLACEMENT FUND	5,225.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2020 6:00 P.M.**

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RESURFACING – REPAIR & REPL. FD	387,430.31
SEIZURE & FORFEITED PROP – STATE	3,030.00
STATE TORT CLAIMS FUND	18,238.88
TECHNOLOGY FUND	480,145.88
TIGER GRANT	1,026,561.82
TITLE II AGING PROGRAMS	28,860.47
TRANSPORTATION FUND	33,839.93
WATER/SEWER CAP IMP NOTE \$7M	28,155.09
WATER/SEWER CAPITAL IMPR FUND	804,270.08
WATER/SEWER OP & MAINT FUND	1,551,266.10
WATER/SEWER REVENUE FUND	63,333.10
TOTAL	<u>\$11,113,494.68</u>

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

President Lindsay recognized **LaaWanda Horton**, Director of Administration, who provided a brief overview of the Claims Docket at the request of **Council Member Stokes**.

Thereafter, **President Lindsay** called for a vote on said item:

- Yeas- Foote, Lindsay and Tillman.
- Nays- Banks and Stamps.
- Absent- Priester and Stokes.

* * * * *

President Lindsay stated that an item was needed to be added to the agenda on an emergency basis regarding “Pending Litigation.”

President Lindsay recognized **Council Member Stamps** who moved, seconded by **Council Member Banks** to add an item to the agenda on an emergency basis regarding a pending litigation. The motion prevailed by the following vote:

- Yeas- Foote, Lindsay, Stamps and Tillman.
 - Nays- None.
 - Absent- Priester and Stokes.
-

President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Stamps** to go into Closed Session to discuss pending litigation regarding Siemens Litigation. The motion prevailed by the following vote:

- Yeas- Banks, Foote, Lindsay and Stamps.
 - Nays- None.
 - Absent- Priester and Stokes.
-

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

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

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

Yeas- Banks, Foote, Lindsay, Stamps, and Tillman.
Nays- None.
Absent- Priester and Stokes.

* * * * *

President Lindsay announced to the public that the Council voted to come out of Executive Session and action was taken.

During Executive Session, **Council Member Stamps** moved, seconded by **President Lindsay** to add an item to the agenda on an emergency basis as follows:

ORDER AUTHORIZING THE CITY OF JACKSON, MISSISSIPPI TO SETTLE ALL CLAIMS IN THE LAWSUIT: CITY OF JACKSON MISSISSIPPI VS. SIEMENS INDUSTRY, INC. ET AL., CAUSE NO. 19-375, IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, AND TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE RESOLVING ALL CLAIMS.

WHEREAS, on or about January 30, 2013, the City and Siemens Industry, Inc. entered into a Performance Contracting Agreement (the "PCA"), as subsequently amended four times, which contemplated improvements to the City's water and sewer systems, including by, among other things, installing an automated water metering and billing system for the City (the "System"); and

WHEREAS, on or about June 11, 2019, the City filed a Complaint in the Circuit Court of the First Judicial Circuit of Hinds County, Mississippi, styled *City of Jackson v. Siemens Industry, Inc., Siemens Corporation, Siemens AG, Chris McNeil, U.S. Consolidated, Inc., U.S. Consolidated Group LLC, M.A.C. & Associates, LLC, iVision IT Consultants LLC, Garrett Enterprises Consolidated, Inc., and John Does 1-10* (the "Lawsuit"); and

WHEREAS, the City and the other parties in the Lawsuit desire to settle and compromise the dispute among themselves subject to the terms and conditions contained in a Settlement Agreement and Release by and on behalf of the City of Jackson, Mississippi (the "City"), Siemens Industry, Inc. ("Siemens"), Siemens Corporation, Chris McNeil ("McNeil"), U.S. Consolidated, Inc. ("U.S. Consolidated"), M.A.C. & Associates, LLC ("M.A.C."), iVision IT Consultants LLC ("iVision"), and Garrett Enterprises Consolidated, Inc. ("Garrett") (the "Settlement Agreement"); and

WHEREAS, as set forth in the Settlement Agreement, Siemens shall pay the City the sum of \$89,800,267.00 (the "Settlement Funds") within 30 days after both (a) execution of the Settlement Agreement by all parties; and (b) approval of the Settlement Agreement by the City's City Council and entry of the approved Settlement Agreement in the City's City Council minutes; and

WHEREAS, as set forth in the Settlement Agreement, the City will release all claims and causes of action against Siemens, Siemens Corporation, McNeil, U.S. Consolidated, M.A.C., iVision, and Garrett in connection with the PCA, the System, and the Lawsuit; and

WHEREAS, as set forth in the Settlement Agreement, Siemens, Siemens Corporation, McNeil, U.S. Consolidated, M.A.C., iVision, and Garrett will release all claims and causes of action against the City in connection with the PCA, the System, and the Lawsuit; and

WHEREAS, as set forth in the Settlement Agreement, the parties will file a consent judgment in the Lawsuit in the form attached to the Settlement Agreement as Exhibit 1; and

WHEREAS, as set forth in the Settlement Agreement, the City will assign to Siemens any and all claims that the City has against Mueller Systems LLC and Mueller Water Products, Inc. (collectively, "Mueller"), including, but not limited to, each and or could have asserted against Mueller in the Lawsuit, and each and every claim that the City asserted or could have asserted against Mueller in any other action arising from the PCA or the System (the "Assigned Claims Against Mueller"); and

WHEREAS, as set forth in the Settlement Agreement, the City will cooperate with Siemens in its pursuit of the Assigned Claims Against Mueller and any other claims that Siemens may bring against Mueller related to the PCA or the System by providing relevant and non-privileged documents in response to subpoenas, by making witnesses available to provide information upon reasonable notice and request from Siemens, and by not unreasonably opposing any validly-issued discovery requests or motions seeking relevant information; and

WHEREAS, as set forth in the Settlement Agreement, the City will agree to not intervene in any action brought by Siemens to oppose Siemens' pursuit of the Assigned Claims Against Mueller and any other claims that Siemens may bring against Mueller related to the PCA or the System; and

WHEREAS, as set forth in the Settlement Agreement, the Settlement Agreement will terminate any and all obligations to the City that Siemens, Siemens Corporation, McNeil, U.S. Consolidated, M.A.C., iVision, and Garrett have or may have in the future related to the PCA or the System; and

WHEREAS, all terms and conditions of the City's settlement and release of claims are set forth in the Settlement Agreement attached hereto; and

WHEREAS, it is in the best interests of the citizens of the City of Jackson to resolve the City's claims in the Lawsuit upon Siemens' payment of \$89,800,267.00 and subject to the terms and conditions set forth in the attached Settlement Agreement.

IT IS THEREFORE ORDERED by the City Council of the City of Jackson, Mississippi that the City shall enter into the attached Settlement Agreement requiring Siemens to pay the City \$89,800,267.00 to resolve the City's claims in the Lawsuit subject to the terms and conditions in the attached Settlement Agreement.

IT IS FURTHER ORDERED that the Mayor of the City of Jackson, Mississippi is authorized to execute the attached Settlement Agreement on behalf of the City.

IT IS FURTHER ORDERED that the Mayor of the City of Jackson, Mississippi is authorized to execute or cause the City's counsel to execute any additional documents and take any further action to consummate the Settlement Agreement or fulfill any of the City's obligations thereunder.

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of the 17th day of March, 2020, by and on behalf of the City of Jackson, Mississippi (the "City"), Siemens Industry, Inc. ("Siemens"), Siemens Corporation, Chris McNeil ("McNeil"), U.S. Consolidated, Inc. ("U.S. Consolidated"), M.A.C. & Associates, LLC ("M.A.C."), iVision IT Consultants LLC ("iVision"), and Garrett Enterprises Consolidated, Inc. ("Garrett") collectively the "Parties" and each individually a "Party."

RECITALS

WHEREAS, on or about January 30, 2013, the City and Siemens entered into a Performance Contracting Agreement (the "PCA"), as subsequently amended four times, which contemplated improvements to the City's water and sewer systems, including by, among other things, installing an automated water metering and billing system for the City (the "System");

WHEREAS, in connection with the PCA, Siemens entered into separate subcontracts with each of the following entities: U.S. Consolidated, M.A.C., iVision, Garrett, and Mueller Systems LLC ("Mueller");

WHEREAS, on or about June 11, 2019, the City filed a Complaint in the Circuit Court of the First Judicial Circuit of Hinds County, Mississippi, styled City of Jackson v. Siemens Industry, Inc., Siemens Corporation, Siemens AG, Chris McNeil, U.S. Consolidated, Inc., U.S. Consolidated Group LLC, M.A.C. & Associates, LLC, IVision IT Consultants LLC, Garrett Enterprises Consolidated, Inc., and John Does 1-10 (the "Lawsuit");

WHEREAS, on August 18, 2019, the City filed in the Lawsuit a stipulation of dismissal without prejudice of U.S. Consolidated Group LLC; and

WHEREAS, on October 14, 2019, the City filed in the Lawsuit a stipulation of dismissal without prejudice of Siemens AG; and

WHEREAS, on November 12, 2019, the City filed a First Amended Complaint in the Lawsuit, adding Mueller as a defendant; and

WHEREAS, on February 20, 2020, the City filed a notice of dismissal of its claims in the Lawsuit against Garrett; and

WHEREAS, on February 20, 2020, the City filed a motion to dismiss its claims in the Lawsuit against U.S. Consolidated; and

WHEREAS, on February 24, 2020, the City filed a motion to dismiss its claims in the Lawsuit against M.A.C.; and

WHEREAS, on February 24, 2020, the City filed a notice of dismissal without prejudice of its claims in the Lawsuit against Mueller; and

WHEREAS, the Parties desire to settle and compromise the dispute among themselves subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for agreed and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual undertakings set forth herein, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the terms below shall have the designated meanings.

a. **"Siemens Parties"** shall mean and refer to Siemens Industry, Inc. and Siemens Corporation, and any and all present and former related or affiliated entities, including, but not limited to, any and all direct and indirect parent or subsidiary companies.

b. **"Subcontractor Defendants"** shall mean and refer to U.S. Consolidated M.A.C., 'Vision, and Garrett and any and all present and former related or affiliated entities, including, but not limited to, any and all direct and indirect parent or subsidiary companies.

c. **"Siemens/Subcontractors Released Parties"** shall mean and refer to the Siemens Parties and the Subcontractor Defendants, and each of their present and former officers, directors, shareholders, employees (including, but not limited to, Chris McNeil), attorneys, agents, servants, representatives, employees, and insurers.

d. **"City/Subcontractors Released Parties"** shall mean and refer to the City and the Subcontractor Defendants, and each of their present and former officers, directors, shareholders, employees, attorneys, agents, servants, representatives, employees, and insurers.

e. **"City/Siemens Released Parties"** shall mean and refer to the City and the Siemens Parties, and each of their present and former officers, directors, shareholders, employees (including, but not limited to, Chris McNeil), attorneys, agents, servants, representatives, employees, and insurers.

2. Terms and Conditions Concerning Payment to City. Siemens shall pay the City the sum of \$89,800,267.00 (the "Settlement Funds"), subject to the terms and conditions in this Agreement and consistent with reasonable wiring instructions from the City's counsel. Such payment shall be made by wire transfer to the trust account for the City's counsel—Lightfoot, Franklin & White LLC—within 30 days after both (a) execution of this Agreement by all Parties; and (b) approval of the Agreement by the City's City Council and entry of the approved Agreement in the City's Council's minutes. The funds shall be held in that escrow account and not released until the Consent

Judgment required by Section 5 of this Agreement has been entered. The payment of the Settlement Funds is made solely in connection with the compromise of disputed civil claims asserted by the City in the Lawsuit, and no portion of the payment represents or includes a penalty, fine, assessment, or similar charge for violation of any federal, state, or municipal statute, regulation, ordinance, rule, or policy.

3. Terms and Conditions Concerning Payments to Subcontractor Defendants. Siemens shall pay to each of M.A.C., U.S. Consolidated, IVision, and Garrett the sum of \$50,000.00, subject to the terms and conditions in this Agreement and consistent with reasonable wiring instructions from the respective counsel for M.A.C., U.S. Consolidated, IVision, and Garrett. Such payments shall be made by wire transfer to M.A.C., U.S. Consolidated, IVision, and Garrett within 30 days of entry of the Consent Judgment pursuant to paragraph 5 below.

4. Use of Funds. The City shall have sole and exclusive authority and responsibility with regard to the use of the Settlement Funds. The Parties expressly acknowledge and agree that Siemens shall have no role or obligation in connection with the City's allocation, use, or disbursement of the Settlement Funds. The Parties acknowledge and agree that neither this Settlement Agreement nor the payment of the Settlement Funds confers any right or benefit upon any third parties or other persons, including, but not limited to, bondholders of the Mississippi Development Bank Special Obligation Bonds, Series 2013 issued on or about June 27, 2013, and any person or entity who purchases water or sewer services from the City. No person or entity other than the Parties and released persons and entities, and their respective successors and assigns, shall have any enforceable right under this Agreement.

5. Consent Judgment. The Parties agree to entry of a consent judgment in the Lawsuit in the form attached hereto as Exhibit 1. The consent judgment will be submitted by counsel for Siemens for entry in the Lawsuit within 3 business days after execution of this Agreement by all Parties.

6. Release by the City. The City, to the full extent permitted by state and federal law, hereby releases and forever discharges the Siemens/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of the negotiation, representations concerning, or performance of the PCA; and more particularly, without in any way limiting the generality of the foregoing, the City releases and forever discharges the Siemens/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of or in any way related to any act or omission of any of the Siemens/Subcontractors Released Parties with regard to the installation, maintenance, performance, design, or operation of the System, including any of its component parts; and more particularly, but without in any way limiting the generality of the foregoing, the City releases and forever discharges the Siemens/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which the City may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of any and all any claims concerning, relating to, or arising out of the PSA or the System that were or could have been asserted by the City in the Lawsuit. The foregoing shall be construed so as to provide the broadest general release by the City of the Siemens/Subcontractors Released Parties that is permissible under applicable law. Nothing in this paragraph shall affect or be construed as affecting any of the City's claims against or rights to relief from Mueller.

7. Release by the Siemens Parties. Siemens and Siemens Corporation, to the full extent permitted by state and federal law, hereby release and forever discharge the City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which Siemens or Siemens Corporation may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of the negotiation, representations concerning, or performance of the PCA; and more particularly, without in any way limiting the generality of the foregoing, Siemens and Siemens Corporation release and forever discharge the ' City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which Siemens or Siemens Corporation may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or

in any manner resulting from or arising out of or in any way related to any act or omission of any of the City/Subcontractors Released Parties with regard to the installation, maintenance, performance, design, or operation of the System, including any of its component parts; and more particularly, but without in any way limiting the generality of the foregoing, Siemens and Siemens Corporation release and forever discharge the City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which Siemens or Siemens Corporation may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of any and all any claims concerning, relating to, or arising out of the PSA or the System that were or could have been asserted by Siemens or Siemens Corporation in the Lawsuit. The foregoing shall be construed so as to provide the broadest general release by Siemens and Siemens Corporation of the City/Subcontractors Released Parties that is permissible under applicable law. Nothing in this paragraph shall affect or be construed as affecting Siemens' or Siemens Corporation's claims against or rights to relief from Mueller.

8. Release by Subcontractor Defendants. Each of the Subcontractor Defendants, to the full extent permitted by state and federal law, hereby releases and forever discharges the City/Siemens Released Parties of and from any and all claims, demands, causes of action, suits, and claims of every kind or nature, known or unknown, which such Subcontractor Defendant may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of the negotiation, representations concerning, or performance of the PCA; and more particularly, without in any way limiting the generality of the foregoing, each of the Subcontractor Defendants releases and forever discharges the City/Siemens Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which such Subcontractor Defendant may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of or in any way related to any act or omission of any of the City/Siemens Released Parties with regard to the installation, maintenance, performance, design, or operation of the System, including any of its component parts; and more particularly, but without in any way limiting the generality of the foregoing, each of the Subcontractor Defendants releases and forever discharges the City/Siemens Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which such Subcontractor Defendants may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of any and all any claims concerning, relating to, or arising out of the PSA or the System that were or could have been asserted by such Subcontractor Defendant in the Lawsuit. The foregoing shall be construed so as to provide the broadest general release by each of the Subcontractor Defendants of the City/Siemens Released Parties that is permissible under applicable law. Nothing in this paragraph shall affect or be construed as affecting any of the Subcontractor Defendants' claims against or rights to relief from Mueller.

9. Release by McNeil. McNeil, to the full extent permitted by state and federal law, hereby releases and forever discharges the City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, suits, and claims of every kind or nature, known or unknown, which McNeil may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of the negotiation, representations concerning, or performance of the PCA; and more particularly, without in any way limiting the generality of the foregoing, McNeil releases and forever discharges the City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which McNeil may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of or in any way related to any act or omission of any of the City/Subcontractors Released Parties with regard to the installation, maintenance, performance, design, or operation of the System, including any of its component parts; and more particularly, but without in any way limiting the generality of the foregoing, McNeil releases and forever discharges the City/Subcontractors Released Parties of and from any and all claims, demands, causes of action, actions, suits, and claims of every kind or nature, known or unknown, which McNeil may have or may have had at any time heretofore or may have at any time hereafter pertaining or relating to or in any manner resulting from or arising out of any and all any claims concerning, relating to, or arising out of the PSA or the System that were or could have been asserted by McNeil in the Lawsuit. The foregoing shall be construed so as to provide the broadest general release by McNeil of the City/Subcontractors Released Parties that is permissible under applicable law. Nothing in this

paragraph shall affect or be construed as affecting any of McNeil's claims against or rights to relief from Mueller.

10. Covenant Not to Sue. Each of the Parties agrees that he or it will not commence, prosecute, or permit anyone within his or its control to commence or prosecute any action or other proceeding against any of the persons or entities that such Party has released under this Agreement with respect to the claims released herein, except to enforce this Agreement. This covenant is enforceable as a contract, separate and apart from the releases granted elsewhere in this Agreement. Breach of this covenant shall entitle the aggrieved Party to any and all damages resulting from such breach, including but not limited to all attorneys' fees and costs incurred in connection with responding to any action brought in violation of this covenant.

11. Assignment of Claims Against Mueller. The City hereby assigns to Siemens any and all claims that it, respectively, has, owns, or holds against Mueller and Mueller Water Products, Inc., including, but not limited to, each and every claim that the City asserted, or could have asserted, against Mueller in the Lawsuit, and each and every claim that the City asserted, or could have asserted, against Mueller in any other action arising from the PCA or the System (the "Assigned Claims Against Mueller").

12. Covenant Not to Sue Mueller by Subcontractor Defendants and McNeil. Each of the Subcontractor Defendants and McNeil agrees that it or he will not commence, prosecute, or permit anyone within its control to commence or prosecute any claim, action or other proceeding against Mueller or Mueller Water Products, Inc. arising from the PCA or the System; provided, however, that if Mueller or Mueller Water Products, Inc. asserts a claim arising from the PCA or the System against one of the Subcontractor Defendants or McNeil in any action or proceeding, then the Subcontractor Defendants or McNeil against whom such a claim is asserted shall be permitted to assert a counterclaim or crossclaim in response to such claim.

13. Attorneys' Fees and Costs. Each of the Parties agrees to bear his or its own attorneys' fees and expenses incurred in connection with the Lawsuit and this Agreement or in otherwise carrying out this Agreement.

14. Denial of Liability and No Admissions of Fact. All Parties acknowledge and agree that the Siemens Parties, McNeil, and the Subcontractor Defendants deny any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing in connection with the claims asserted by any Party in the Lawsuit or in any way relating to the PCA or the System. Furthermore, all Parties agree and acknowledge that the Siemens Parties, McNeil, and the Subcontractor Defendants are making no admission of any fact asserted by any Party in the Lawsuit or otherwise with regard to the PCA or the System.

15. Termination of Obligations. This Agreement terminates any and all obligations to the City that the Siemens Parties, the Subcontractor Defendants, and/or McNeil have, may have had, or may have in the future related to the PCA or the System. This Agreement also terminates any and all obligations to the Subcontractor Defendants that Siemens and/or McNeil may have had related to the PCA or the System.

16. Covenant of Cooperation. Each of the Parties agrees to execute or cause its counsel to execute any additional documents and take any further action that may reasonably be required to consummate this Agreement or otherwise to fulfill the obligations of such Party hereunder. The City separately agrees to cooperate with Siemens in its pursuit of the Assigned Claims Against Mueller and any other claims that Siemens may bring against Mueller or Mueller Water Products, Inc. related to the PCA or the System by providing relevant and non-privileged documents in response to subpoenas, by making witnesses available to provide information upon reasonable notice and request from Siemens, and by not unreasonably opposing any validly-issued discovery requests or motions seeking relevant information. The City further agrees to not intervene in any action brought by Siemens to oppose Siemens' pursuit of the Assigned Claims Against Mueller and any other claims that Siemens may bring against Mueller or Mueller Water Products, Inc. related to the PCA or the System.

17. Capacity to File and Dismiss Lawsuit. The City declares and warrants that the City had the authority and capacity to file its claims in the Lawsuit and that it has the authority to consent to the dismissal of those claims. The City further represents and warrants that it has not assigned to any other person or party all or any portion of any claim whatsoever that the City may have against the Siemens/Subcontractors Released Parties or Mueller.

18. Joint Statement. Upon execution of this Agreement, the City and Siemens shall issue a joint public statement in writing (the "Joint Statement") regarding the resolution of the claims released by this Agreement. The Joint Statement shall state:

Following a meaningful dialogue between both parties, the City of Jackson and Siemens have reached a mutual and final agreement to settle this issue.

The parties are pleased to resolve this matter, and although the project did not end as either party hoped, the City recognizes the efforts of Siemens personnel to identify solutions to challenging issues throughout the course of its work.

The Joint' Statement shall not contain or be accompanied by any other statements, comments, or remarks, written or verbal, which might reasonably be considered to mean that a Party was at fault, wrong, violated any laws, or liable

19. Notice to Mississippi Development Authority. Within three (3) days of the execution of this Agreement, the City shall give written notice to the Mississippi Development Authority ("MDA") that this Agreement has been executed, and that the Agreement terminates and extinguishes any and all obligations by Siemens in relation to the PCA and the System. The City shall simultaneously provide a copy of such written notice to Siemens.

20. No Reliance on Representations. Each of the Parties declares and warrants that no representations made by any agent or attorney of any of the other Parties concerning the validity or merit of any claim has induced the warranting party to enter into this Agreement and that each of the Parties is acting upon his or its own best judgment, belief, and knowledge of the nature and validity of any and all claims or potential claims in entering into this Agreement, and that each of the Parties is acting with the advice of legal counsel chosen by him or her, and has had a full and fair opportunity to consult with counsel regarding this Agreement and all matters referenced herein.

21. Mistake of Fact and Waiver. Each of the Parties accepts and assumes the risk of discovering facts that could have affected his or its decision to enter into this Agreement, and each of the Parties agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission due to discovery of additional or different facts. Each of the Parties also agrees, represents, and warrants that he or it realizes and acknowledges that factual matters that may be discovered in the future could give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated, or unexpected; that such Party is not relying on any other Party to disclose any such unknown matters; and each Party further agrees, represents, and warrants that this Agreement has been negotiated and agreed upon in light of that circumstance. The Parties expressly waive any claim for fraud in the inducement of this Agreement.

22. Representations and Warranties. The Parties make no representations or warranties of any kind to each other except as specifically set out in this Agreement.

23. Destruction of Documents. The City will not disclose or disseminate any documents produced by Siemens in connection with the Lawsuit, including but not limited to documents produced in connection with the mediation conducted following the filing of the Lawsuit, except to the extent required by law. Further, the City agrees that it will, within forty-five (45) days of receipt of the Settlement Funds, and without disclosing or disseminating them in the meantime (except as may be required by law), (i) return or destroy all documents in its possession, custody, control produced by Siemens in connection with the Lawsuit, including but not limited to documents produced in connection with the mediation conducted following the filing of the Lawsuit, and (ii) instruct each of its counsel who may be in possession, custody, or control of documents produced by Siemens in connection with the Lawsuit, including but not limited to documents produced in connection with the mediation conducted following the filing of the Lawsuit, to do the same.

24. Binding Nature of Settlement Agreement. Each of the Parties agrees that, to the fullest extent permitted by applicable law, the heirs, administrators, executors, successors and assigns of the Parties shall be fully bound by this Agreement and all provisions hereof, just as each of the Parties is bound, and each of the Parties agrees that each and every provision of this Agreement inures to the benefit of each of the other Parties and his, her, or its heirs, administrators, executors, successors and assigns.

25. Beneficiaries. Except as expressly provided herein, this Agreement is intended to confer rights and benefits only on the Parties and the persons or entities released in this Agreement and their respective successors and assigns. This Agreement is not intended to confer any right or benefit upon any other third parties or other persons. No person or entity other than the Parties and released persons and entities, and their respective successors and assigns, shall have any enforceable right under this Agreement. All rights of action for any breach of this Agreement are expressly reserved for the Parties and the persons and entities released under this Agreement, and their respective successors and permitted assigns.

26. Choice of Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Mississippi without reference to conflict of law provisions.

27. Ambiguity. This Agreement has been prepared by the combined efforts of the Parties and their respective attorneys. No party may claim that any ambiguity of any term, word, phrase, or provision of this Agreement is to be construed against another Party on the grounds that the other Party is the drafter of the term, word, phrase, or provision in question. Accordingly, the Parties, expressly waive any rule or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it.

28. Retention of Jurisdiction. All disputes relating to or arising out of this Agreement shall be presented to the Circuit Court of the First Judicial District for Hinds County, Mississippi acting by and through the Honorable Oliver Diaz (acting by special appointment of the Supreme Court of Mississippi) for resolution, and shall be subject to the exclusive retained jurisdiction of said court in the Lawsuit.

29. Entire Agreement. This Agreement contains the sole and entire agreement between the parties with respect to the settlement of the claims in the Lawsuit, and this Agreement supersedes any previous understandings, representations, commitments, or agreements, oral or written. There are no conditions precedent to the effectiveness of this Agreement other than as set forth expressly in this Agreement.

30. Severability. If any provision or part of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable unless, due to the severance of the applicable term, Siemens determines that either (a) the Agreement fails of its essential purpose or (b) the severance causes a failure or diminution of consideration for the payment being made by Siemens pursuant to paragraph 2.

31. Modification. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the Parties hereto.

32. Authority. Each Party expressly warrants and represents that the representative signing this Agreement on behalf of such Party has the authority to sign this Agreement on behalf of such Party and to bind such Party to the terms of this Agreement. The City further represents and warrants that it has taken and or will take all steps necessary under applicable law to make the Agreement binding and enforceable against the City.

33. Execution of this Agreement. This Agreement may be enforced by specific performance. This Agreement may be executed in one or more counterparts, all of which, when taken together, will be deemed to constitute the Agreement. Scanned copies of the executed Agreement from a Party shall be deemed to be one and the same as an original signed Settlement Agreement.

In witness whereof, the undersigned have set their hands on the date shown below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

THE CITY OF JACKSON, MISSISSIPPI

By: _____ Date: _____
Chokwe Antar Lumumba
Mayor, The City of Jackson

SIEMENS INDUSTRY, INC.

By: _____ Date: _____

Printed Name: _____

Title: _____

SIEMENS CORPORATION

By: _____ Date: _____

Printed Name: _____

Title: _____

CHRIS MCNEIL

By: _____ Date: _____
Chris McNeil

U.S. CONSOLIDATED, INC.

By: _____ Date: _____

Printed Name: _____

Title: _____

M.A.C. & ASSOCIATES, LLC

By: _____ Date: _____

Printed Name: _____

Title: _____

IVISION IT CONSULTANTS LLC

By: _____ Date: _____

Printed Name: _____

Title: _____

GARRETT ENTERPRISES CONSOLIDATED, INC.

By: _____ Date: _____

Printed Name: _____

Title: _____

Council Member Stamps moved adoption; President Lindsay seconded.

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - Citizens of Jackson are encouraged to please complete their census survey.
 - “Grab & Go” March 18 – 20, 2020 – March 23 – 27, 2020 from 9:00 a.m. – 11:00 a.m. food distributed by Jackson Public School and MS Food Network. Locations can be found on the City’s website.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council meeting at 10:00 a.m. on March 31, 2020. At 8:40 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley
INTERIM CLERK OF COUNCIL

APPROVED:

Chokwe Antar Lumumba, 4/1/2020
MAYOR ^{MDA} DATE

ATTEST:

Angela Harris
CITY CLERK ^{ASST.}

ADDENDUM TO THE MARCH 17, 2020 MINUTES OF THE JACKSON CITY COUNCIL

This Addendum is made to the March 17, 2020 minutes of the Jackson City Council, as a required exhibit to a document that was approved by Council was inadvertently omitted. Specifically, as it relates to the Emergency Agenda Item, **ORDER AUTHORIZING THE CITY OF JACKSON, MISSISSIPPI TO SETTLE ALL CLAIMS IN THE LAWSUIT: CITY OF JACKSON MISSISSIPPI VS. SIEMENS INDUSTRY, INC. ET AL., CAUSE NO. 19-375, IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, AND TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE RESOLVING ALL CLAIMS**, the Jackson City Council approved the item which incorporated Exhibit 1, entitled Consent Judgment. However, when the minutes were executed by the Mayor, Exhibit 1, entitled Consent Judgment, was inadvertently omitted. Exhibit 1 is now added to said Order spread across the March 17, 2020 Minutes of the Jackson City Council by way of this Addendum, and is incorporated in its entirety thereto .

EXHIBIT 1, CONSENT JUDGEMENT

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT
HINDS COUNTY, MISSISSIPPI**

CITY OF JACKSON,

Plaintiff,

v.

CAUSE NO. 19-375

SIEMENS INDUSTRY, INC.; ET AL.,

Defendants.

CONSENT JUDGMENT

The City of Jackson, Mississippi (the “City”), Siemens Industry, Inc., Chris McNeil, U.S. Consolidated, Inc., M.A.C. & Associates, LLC, and IVision IT Consultants, LLC executed a Settlement Agreement and Release dated as of March 17, 2020 (“Agreement”), which memorializes the terms by which the City and the Settling Defendants¹ have resolved their dispute in the above-styled action. A copy of the Agreement is attached as Exhibit 1 and incorporated by reference into this Consent Judgment. The Court, having reviewed and considered the Agreement, makes the following findings:

This Consent Judgment, approving and incorporating the parties’ Agreement, should be entered. The parties were authorized by law to enter the Agreement and are bound by it, without any further approval, advice, or consent by any other person, business, or government agency.² As a compromise of unliquidated claims, the Agreement is consistent with all requirements of controlling law, including, but not limited to, Mississippi statutory requirements for energy

¹ The Settling Defendants are Siemens Industry, Inc., Siemens Corporation, Chris McNeil, U.S. Consolidated, Inc., M.A.C. & Associates, LLC, and IVision IT Consultants, LLC.

² The terms of the Agreement were approved by the City’s City Council on March 17, 2020.

performance contracting, and the applicable Mississippi Development Authority regulations and other agency guidance issued to enforce those requirements; and Article 4, § 100 of the Mississippi Constitution. The Agreement is an appropriate and lawful exercise of the City's powers, as provided by the State of Mississippi and its laws.

It is therefore

ORDERED and ADJUDGED as follows:

The terms of the Agreement are just and in the best interests of the City and the Settling Defendants, and the Agreement is hereby approved;

The Agreement complies with controlling law and the parties possessed the necessary authority to enter it;

The parties are directed to comply with the terms of the Agreement;

The Court retains jurisdiction to enforce the Agreement and this Consent Judgment;

All counts of the First Amended Complaint asserted by the City against the Settling Defendants are dismissed with prejudice;

All claims asserted in this action by any of the Settling Defendants against the City or one of the other Settling Defendants are dismissed with prejudice;

This Consent Judgment shall have binding and preclusive effect to the fullest extent permitted by Mississippi law.

SO ORDERED and ADJUDGED this ___ day of March 2020.

JUSTICE OLIVER DIAZ, as Special Judge
by appointment

APPROVED:

CITY OF JACKSON, MISSISSIPPI

U.S. CONSOLIDATED, INC.

By: _____

By: _____

Its: _____

Its: _____

By its Attorneys:

By its Attorneys:

Winston J. Thompson, III (MSB # 100157)
WINSTON J. THOMPSON, III, PLLC

Rayford G. Chambers (MSB # 10503)
CHAMBERS & GAYLOR LAW FIRM
PLLC

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2020 6:00 P.M.

638 - C

SIEMENS INDUSTRY, INC. and
SIEMENS CORPORATION

M.A.C. & ASSOCIATES, LLC

By: _____

By: _____

Its: _____

Its: _____

By their Attorneys:

By its Attorneys:

Roy D. Campbell, III (MSB #5562)
BRADLEY ARANT BOULT CUMMINGS
LLP

Joe Nathan Tatum (MSB # 10308)
TATUM & WADE, PLLC

IVISION IT CONSULTANTS, LLC

By: _____

Its: _____

By its Attorneys:

Terris Harris (MSB # 99433)
MAPLES HARRIS, PLLC

CHRIS McNEIL

By his Attorneys:

Kevin E. Gay (MSB # 100721)
KEVIN GAY ATTORNEY AT LAW, PLLC

PREPARED BY:



INTERIM CLERK OF COUNCIL

APPROVED:

 4/16/2020

MAYOR ^{MDA} DATE

ATTEST:



CITY CLERK ^{Att.}
