

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on May 12, 2020, being the second 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); Kenneth Stokes, Ward 3, Charles Tillman, Ward 5 and Aaron Banks, Ward 6 (Teleconference). Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosely, Interim Clerk of the Council; and Tim Howard, City Attorney.

Absent: None.

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

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The invocation was offered by **City Attorney Tim Howard**.

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The Council recited the Pledge of Allegiance.

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

**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.

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

**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.

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There came on for consideration Agenda Item No. 4, Public Hearing:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY.** Said item was tabled for a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 5, Public Hearing:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY.** Said item was tabled for a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 6, Public Hearing:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE.** Said item was tabled until a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 7, Public Hearing:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE.** Said item was tabled until a Special Council Meeting to be held at a later date.

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**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's Civil Emergency issued on March 16, 2020 regarding COVID-19.

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There came on for Introduction Agenda Item No. 8:

**ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT (FONDREN).** Said item would be placed on the next Regular Council agenda for Adoption to be held at a later date.

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There came on for Introduction Agenda Item No. 9:

**ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT (BELHAVEN TOWN CENTER).** Said item would be placed on the next Regular Council agenda for Adoption to be held at a later date.

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There came on for Introduction Agenda Item No. 10:

**ORDINANCE TO ESTABLISH A TEMPORARY CITYWIDE LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT.** Council Member Stamps requested that the Council suspend the rules to adopt said item.

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Council Member Stamps moved, seconded by President Lindsay, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

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President Lindsay recognized Tim Howard, City Attorney, who stated that amendments were needed in said ordinance. The ordinance needed to be amended to read in Section 10, as follows: "This Ordinance shall become effective upon submission to the Mississippi Department of Revenue and satisfaction of any requirements of that agency." Section 4 (before number 7) should also be amended to read as follows: "All mixed drink liquor, beer, wines, and alcohol provided curbside or drive-thru to an individual operating a motorized vehicle shall be served in a covered container with no straw." Lastly, Exhibit 3 should be amended to add language before number 1 that reads as follows: "All mixed drink liquor, beer, wines, and alcohol provided curbside or drive-thru to an individual operating motorized vehicle shall be served in a covered container with no straw."

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

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

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

**ORDINANCE TO ESTABLISH A TEMPORARY CITYWIDE LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT**

WHEREAS, the City of Jackson, Mississippi (the "City"), is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district; and

WHEREAS, Senate Bill 2612, signed and effective July 1, 2017, added additional cities and expanded area within the City of Jackson; and

WHEREAS, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that "the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the

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geographic area or areas to be included within a district. The governing authorities of a municipality, by ordinance, may modify the boundaries of a leisure and recreation district. In addition, the boundaries of a leisure and recreation district may extend from within the municipality into the unincorporated area of the county in which the municipality is located if the county consents to the extension and has voted in favor of coming out from under the dry law.”; and

**WHEREAS**, Miss. Code Ann. § 67-1-101 requires that an Ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

**WHEREAS**, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

**WHEREAS**, the restaurants and bars in the city are vibrant and diverse providing unique dining experiences for the citizens of the city; and

**WHEREAS**, the restaurants and bars in the city are vital contributors to the city's economic and financial success, generating sales and tourism taxes; and

**WHEREAS**, the Coronavirus outbreak and the necessary measures taken by local and state government to curb the spread of the virus have caused restaurants and bars to experience substantial economic loss; and

**WHEREAS**, the Alcoholic Beverage Commission ("ABC") has relaxed its regulations on both package retailer permittees (liquor stores) and on premise retail alcoholic beverage permittees in order to maintain sustainability in these business sectors during the Coronavirus outbreak, including phone-in transactions, curbside delivery and "doggie bag" unopened bottles of wine at restaurants (as opposed to the previously allowed re-corked dine-in option) with the carry out/drive-through/curbside pick-up of a meal; and

**WHEREAS**, the ABC now allows mixed drink liquor and wine to be sold with carry out/curbside/drive-through pick up of meals in established Leisure and Recreation Districts of this State; and

**WHEREAS**, the city's restaurants and bars holding an on premise retail alcoholic beverage permits are located throughout the city, not just in the existing Leisure and Recreation Districts; and

**WHEREAS**, the creation of a temporary city wide leisure and recreation district constitutes an emergency measure and is reasonable and necessary for the sustainability and future viability of the business sector, and the expansion of same is in the best interest of the public peace, health and safety of the citizens of Jackson; and

**WHEREAS**, the governing authorities of the City have further determined that the establishment of a temporary city wide Leisure and Recreation District would be in the best interests of the City; and

**WHEREAS**, the governing authorities of the City have found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor has agreed to direct that the Jackson Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the City's Leisure and Recreation District established pursuant to this Ordinance; and

**WHEREAS**, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

**WHEREAS**, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City hereby establishes a Temporary Citywide Leisure and Recreation District as more fully set forth herein;

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

**SECTION 1. ADOPTION OF FINDINGS:** The matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the governing authorities of the City.

**SECTION 2. TITLE:** This ordinance shall be known as **ORDINANCE ESTABLISHING A TEMPORARY CITYWIDE LEISURE AND RECREATION DISTRICT.**

**SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICT:** Under the authority granted in Miss. Code Ann. § 67-1-101, the City does hereby establish a Temporary Citywide Leisure and Recreation District, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced map which is incorporated herein and attached hereto as Exhibit 1. The Leisure and Recreation District established herein shall be known as the “Temporary Citywide Leisure and Recreation District” (the “District”) and shall have the boundaries incorporated herein and attached hereto as Exhibit 2.

**SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS:** Any on-premises retail alcoholic beverage restaurant/bar permittee (a “permittee”) of the eligible establishments located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an uncovered container of alcoholic beverage, beer or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an uncovered container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with a covered or uncovered container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one uncovered container per entrée purchased of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such uncovered container per entrée sold. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises every Monday from 10:00 a.m. through Sunday at 9:59 p.m.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in uncovered containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located, as delineated in Exhibit 1. Permittees must also post the temporary guidelines as delineated in Exhibit 3. The map and guidelines shall be provided, either in electronic or paper form, to those permittees upon their request.
7. All mixed drink liquor, beer, wines, and alcohol provided curbside or drive-thru to an individual operating a motorized vehicle shall be served in a covered container with no straw.

8. The objective of this Ordinance is primarily to allow pedestrians to carry uncovered containers of alcoholic beverages. Nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an uncovered container of alcoholic beverage onto or into such vehicle. It shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an uncovered container, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an uncovered container of an alcoholic beverage.
9. Each permittee shall be required to place trash receptacles at an exit and entrance door of the licensed premises.
10. Guidelines for this temporary citywide leisure and recreation district are attached as Exhibit 3.

**SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED; CONDITIONS:** Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations as Alcoholic Beverages and Wine.

**SECTION 6. DEFINITION OF ALCOHOLIC BEVERAGES:** For the purposes of this Ordinance, the term “alcoholic beverages” shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, including native wines. Within the boundaries of the District, a permittee may allow beer and light wine to be removed from the licensed premises as permitted in Section 4 of this Ordinance.

**SECTION 7. PUBLIC SAFETY MEASURES:** The City, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services within the District as required by State Law. Nothing in this Ordinance shall amend or change any other ordinance pertaining to amplified music, noise, and litter or loitering.

**SECTION 8. EXPIRATION:** Unless repealed by operation of other law, the Temporary Citywide Leisure and Recreation District is to remain in place until such time as both the State of Mississippi and the City of Jackson remove the COVID-19 in-house dining restrictions and seating capacity limitations on restaurants and bars, at which time this Ordinance stands repealed.

**SECTION 9. APPLICABILITY AND LIMITATIONS:** This Ordinance does not supersede Sections 10-3 and 10-4 of the Jackson Code of Ordinances.

**SECTION 10. EFFECTIVE DATE:** This Ordinance shall become effective upon submission to the Mississippi Department of Revenue and satisfaction of any requirements of that agency.

**Exhibit 1**

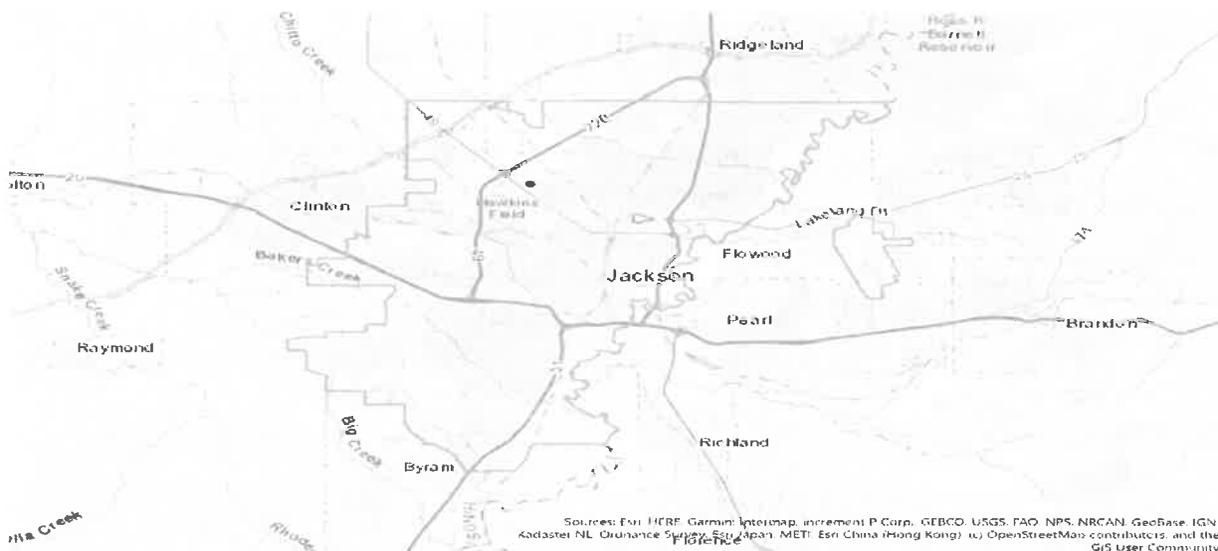


Exhibit 2

BEGINNING AT THE COMMON CORNER OF SECTIONS 5, 6, 7, AND 8, TOWNSHIP 4 NORTH, RANGE 1 EAST, HINDS COUNTY, MISSISSIPPI, SAID CORNER BEING ON THE EXISTING CORPORATE LIMITS OF THE CITY OF JACKSON, MISSISSIPPI, RUN THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT-OF-WAY OF THE ILLINOIS CENTRAL GULF RAILROAD, SAID SOUTH LINE OF SECTION 5 ALSO BEING THE CORPORATE LIMITS OF THE CITY OF JACKSON, RUN THENCE SOUTHWESTERLY ALONG SAID WEST RAILROAD RIGHT-OF-WAY TO ITS INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY OF BOUNDS ROAD, RUN THENCE WESTERLY FOLLOWING THE EXTENSION OF THE SAID SOUTH RIGHT-OF-WAY OF BOUNDS ROAD TO A POINT, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF OLD BYRAM ROAD AND THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD, RUN THENCE WESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY OF BOUNDS ROAD TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD WITH THE EAST RIGHT-OF-WAY OF TERRY ROAD (U.S. HIGHWAY 51), RUN THENCE WESTERLY ALONG A WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD, CROSSING SAID TERRY ROAD, TO ITS INTERSECTION WITH THE CENTERLINE OF AN UNNAMED CREEK, SAID UNNAMED CREEK BEING A TRIBUTARY OF TRAHON CREEK, RUN THENCE NORTHWESTERLY FOLLOWING THE MEANDERINGS OF THE CENTERLINE OF SAID UNNAMED CREEK TO A POINT ON THE SOUTHWEST BOUNDARY OF BROOKLEIGH SUBDIVISION, PART 11, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF LOT 21, AS DESCRIBED AND RECORDED IN PLAT BOOK 34, PAGE 10, ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI, CONTINUE THENCE NORTHWESTERLY FOLLOWING THE MEANDERINGS OF SAID UNNAMED CREEK, SAID CREEK BEING GENERALLY ALONG THE SOUTHWEST BOUNDARIES OF SAID BROOKLEIGH SUBDIVISION, PART 11; AND BROOKLEIGH SUBDIVISION, PART 5, AS DESCRIBED AND RECORDED IN PLAT BOOK 28, PAGE 28; BROOKLEIGH SUBDIVISION, PART 7 (AMENDED), AS DESCRIBED AND RECORDED IN PLAT BOOK 30, PAGE 32; BROOKLEIGH ESTATES AS DESCRIBED AND RECORDED IN PLAT BOOK 36, PAGE 9; AND THE SOUTH BOUNDARY OF TORREY PINES OF BROOKWOOD, PART 2, AS DESCRIBED AND RECORDED IN PLAT BOOK 32, PAGE 11; TO A POINT NEAR THE SOUTHWEST CORNER OF SAID TORREY PINES, ALL PREVIOUSLY NAMED SUBDIVISION PLATS BEING ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI, CONTINUE THENCE NORTHWESTERLY ALONG THE MEANDERING CENTERLINE OF THE SAID UNNAMED CREEK TO A POINT BEING THE CORNER COMMON TO BROOKWOOD PLACE, PART 3, AS DESCRIBED AND RECORDED IN PLAT BOOK 34, PAGE 42; AND BROOKWOOD PLACE, PART 1, AS DESCRIBED AND RECORDED IN PLAT BOOK 33, PAGE 20 ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI, RUN THENCE WESTERLY, LEAVING SAID CENTERLINE OF UNNAMED CREEK, ALONG THE SOUTH BOUNDARY OF SAID BROOKWOOD PLACE, PART 1, TO THE SOUTHWEST CORNER OF SAID BROOKWOOD PLACE, PART 1, RUN THENCE NORTHERLY, ALONG THE WEST BOUNDARY OF SAID BROOKWOOD PLACE, PART 1, TO ITS INTERSECTION WITH THE CENTERLINE OF SAID UNNAMED CREEK, RUN THENCE NORTHWESTERLY LEAVING SAID WEST BOUNDARY OF BROOKWOOD PLACE, PART 1, ALONG THE CENTERLINE OF SAID UNNAMED CREEK TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY OF HENDERSON ROAD, RUN THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY OF SAID HENDERSON ROAD TO A POINT BEING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY WITH THE HALF SECTION LINE BETWEEN THE NORTH ½ AND THE SOUTH ½ OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 WEST, SAID POINT BEING ON THE EXISTING CORPORATE LIMITS OF THE CITY OF JACKSON, RUN THENCE EASTERLY ALONG THE HALF SECTION LINES BETWEEN THE NORTH ½ AND THE SOUTH ½ OF SECTION 34 AND 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SAID HALF

SECTION LINE BEING THE EXISTING CORPORATE LIMITS OF THE CITY OF JACKSON, TO A POINT ON THE WEST RIGHT OF WAY LINE OF FOREST HILL ROAD, RUN THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE OF SAID FOREST HILL ROAD, SAID WEST RIGHT-OF-WAY BEING THE EXISTING CORPORATE LIMITS OF THE CITY OF JACKSON, TO ITS INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 1 AND 12, TOWNSHIP 4 NORTH, RANGE 1 WEST, RUN THENCE EASTERLY, LEAVING SAID WEST RIGHT OF WAY LINE OF SAID FOREST HILL ROAD, ALONG THE SECTION LINE BETWEEN SAID SECTIONS 1 AND 12, AND THE SECTION LINES BETWEEN SECTIONS 6 AND 7 AND SECTIONS 5 AND 8, TOWNSHIP 4 NORTH, RANGE 1 EAST, SAID SECTION LINES BEING THE EXISTING CORPORATE LIMITS OF THE CITY OF JACKSON, TO THE POINT OF BEGINNING.

**And also:**

**PARCEL 1 - CITY WEST OF PEARL RIVER**

THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI, AS ENLARGED AND EXTENDED WEST OF THE PEARL RIVER IN HINDS COUNTY AND MADISON COUNTY, MISSISSIPPI, ARE DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE MADISON COUNTY LINE WITH THE HINDS COUNTY AND RANKIN COUNTY LINE; RUN THENCE

SOUTHERLY AND SOUTHWESTERLY ALONG THE LINE BETWEEN HINDS COUNTY AND RANKIN COUNTY TO THE SECTION LINE BETWEEN SECTIONS 3 AND 10, TOWNSHIP 4 NORTH, RANGE 1 EAST; RUN THENCE

WESTERLY ALONG THE LINE BETWEEN SECTIONS 3 AND 10, SECTIONS 4 AND 9, AND PARTIALLY ALONG THE LINE BETWEEN SECTIONS 5 AND 8, TOWNSHIP 4 NORTH, RANGE 1 EAST TO THE INTERSECTION OF SAID LINE WITH THE WEST RIGHT-OF-WAY OF THE ILLINOIS CENTRAL GULF RAILROAD; RUN THENCE

SOUTHWESTERLY ALONG SAID WEST RAILROAD RIGHT-OF-WAY TO ITS INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD; RUN THENCE

WESTERLY FOLLOWING THE EXTENSION OF THE SAID SOUTH RIGHT-OF-WAY OF BOUNDS ROAD TO A POINT, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF OLD BYRAM ROAD AND THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD; RUN THENCE

WESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY OF BOUNDS ROAD TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD WITH THE EAST RIGHT-OF-WAY OF TERRY ROAD (U.S. HIGHWAY 51); RUN THENCE

WESTERLY ALONG A WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY OF BOUNDS ROAD, CROSSING SAID TERRY ROAD, TO ITS INTERSECTION WITH THE CENTERLINE OF AN UNNAMED CREEK, SAID UNNAMED CREEK BEING A TRIBUTARY OF TRAHON CREEK; RUN THENCE

NORTHWESTERLY FOLLOWING THE MEANDERINGS OF THE CENTERLINE OF SAID UNNAMED CREEK TO A POINT ON THE SOUTHWEST BOUNDARY OF BROOKLEIGH SUBDIVISION, PART 11, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF LOT 21, AS DESCRIBED AND RECORDED IN PLAT BOOK 34, PAGE 10, ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; CONTINUE THENCE

NORTHWESTERLY FOLLOWING THE MEANDERINGS OF SAID UNNAMED CREEK, SAID CREEK BEING GENERALLY ALONG THE SOUTHWEST BOUNDARIES OF SAID BROOKLEIGH SUBDIVISION, PART 11; AND BROOKLEIGH SUBDIVISION, PART 5, AS DESCRIBED AND RECORDED IN PLAT BOOK 28, PAGE 28; BROOKLEIGH SUBDIVISION, PART 7 (AMENDED), AS DESCRIBED AND RECORDED IN PLAT BOOK 30, PAGE 32; BROOKLEIGH ESTATES AS DESCRIBED AND RECORDED IN PLAT BOOK 36, PAGE 9; AND THE SOUTH BOUNDARY OF TORREY PINES OF BROOKWOOD, PART 2, AS DESCRIBED AND RECORDED IN PLAT BOOK 32, PAGE 11; TO A POINT NEAR THE SOUTHWEST CORNER OF SAID TORREY PINES, ALL PREVIOUSLY NAMED SUBDIVISION PLATS BEING ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; CONTINUE THENCE

NORTHWESTERLY ALONG THE MEANDERING CENTERLINE OF THE SAID UNNAMED CREEK TO A POINT BEING THE CORNER COMMON TO BROOKWOOD PLACE, PART 3, AS DESCRIBED AND RECORDED IN PLAT BOOK 34, PAGE 42; AND BROOKWOOD PLACE, PART 1, AS DESCRIBED AND RECORDED IN PLAT BOOK 33, PAGE 20 ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE

WESTERLY, LEAVING SAID CENTERLINE OF UNAMED CREEK, ALONG THE SOUTH BOUNDARY OF SAID BROOKWOOD PLACE, PART 1, TO THE SOUTHWEST CORNER OF SAID BROOKWOOD PLACE, PART 1; RUN THENCE

NORTHERLY, ALONG THE WEST BOUNDARY OF SAID BROOKWOOD PLACE, PART 1, TO ITS INTERSECTION WITH THE CENTERLINE OF SAID UNNAMED CREEK; RUN THENCE

NORTHWESTERLY LEAVING SAID WEST BOUNDARY OF BROOKWOOD PLACE, PART 1, ALONG THE CENTERLINE OF SAID UNNAMED CREEK TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY OF HENDERSON ROAD; RUN THENCE

NORTHERLY ALONG SAID WEST RIGHT-OF-WAY OF SAID HENDERSON ROAD TO A POINT BEING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY WITH THE HALF-SECTION LINE BETWEEN THE N ½ AND THE S ½ OF SECTION 34, TOWNSHIP 5 NORTH, RANGE I WEST; RUN THENCE

WEST ALONG THE HALF-SECTION LINE BETWEEN THE N ½ AND S ½ OF SAID SECTION 34 TO THE INTERSECTION OF THE NORTH-SOUTH SECTION LINE BETWEEN SECTIONS 33 AND 34, TOWNSHIP 5 NORTH, RANGE I WEST; RUN THENCE

NORTH ALONG THE NORTH-SOUTH SECTION LINE BETWEEN SECTIONS 33 AND 34, TOWNSHIP 5 NORTH, RANGE I WEST, TO THE SOUTH RIGHT-OF-WAY LINE OF MCCLUER ROAD; RUN THENCE

WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF MCCLUER ROAD TO THE WESTERLY RIGHT-OF-WAY LINE OF SIWELL ROAD; RUN THENCE

NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SIWELL ROAD TO ITS INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SECTION 28, TOWNSHIP 5 NORTH, RANGE I WEST; RUN THENCE

WEST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 28 TO THE CORNER COMMON TO SECTIONS 28, 29, 32 AND 33, TOWNSHIP 5 NORTH, RANGE I WEST; RUN THENCE

NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 28 AND 29, TOWNSHIP 5 NORTH, RANGE I WEST TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD MISS. HIGHWAY 18 (RAYMOND ROAD); RUN THENCE

WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD MISS. HIGHWAY 18 (RAYMOND ROAD) TO THE HALF-SECTION LINE BETWEEN THE E ½ AND THE W ½ OF SECTION 29, TOWNSHIP 5 NORTH, RANGE I WEST; RUN THENCE

NORTH ALONG THE HALF-SECTION LINE BETWEEN THE E ½ AND THE W ½ OF SAID SECTION 29 TO THE SECTION LINE BETWEEN SAID SECTION 29 AND SECTION 20, TOWNSHIP 5 NORTH, RANGE I WEST, RUN THENCE

NORTH ALONG THE HALF-SECTION LINE BETWEEN THE E ½ AND THE W ½ OF SECTION 20, TOWNSHIP 5 NORTH, RANGE I WEST, TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF BROOKHOLLOW PLACE, PART VI, SUBDIVISION AS RECORDED IN PLAT BOOK 28 AT PAGE 3 IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE

NORTH 89 DEGREES 58 MINUTES WEST ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART VI, SUBDIVISION A DISTANCE OF 246.5 FEET TO A POINT; RUN THENCE

NORTH 39 DEGREES 04 MINUTES WEST CONTINUING ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART VI, SUBDIVISION A DISTANCE OF 330.8 FEET TO A POINT; RUN THENCE

WEST CONTINUING ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART VI, SUBDIVISION A DISTANCE OF 183.9 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID BROOKHOLLOW PLACE, PART VI, SUBDIVISION AND THE SOUTHEAST CORNER OF BROOKHOLLOW PLACE, PART VII, SUBDIVISION AS RECORDED IN PLAT BOOK 28 AT PAGE 4 IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE

WEST ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART VII, SUBDIVISION A DISTANCE OF 290.0 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID BROOKHOLLOW PLACE, PART VII, SUBDIVISION AND THE SOUTHEAST CORNER OF BROOKHOLLOW PLACE, PART VIII, SUBDIVISION AS RECORDED IN PLAT BOOK 28 AT PAGE 20 IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE

WEST ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART VIII, SUBDIVISION A DISTANCE OF 560.0 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID BROOKHOLLOW PLACE, PART VIII, SUBDIVISION AND THE SOUTHEAST CORNER OF BROOKHOLLOW PLACE, PART IX, SUBDIVISION

AS RECORDED IN PLAT BOOK 29 AT PAGE 18 IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART IX, SUBDIVISION A DISTANCE OF 570.0 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 353 OF BROOK.HOLLOW PLACE, PART IX, SUBDIVISION AS RECORDED IN PLAT BOOK 29 AT PAGE 18 IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI; RUN THENCE WEST A DISTANCE OF 150 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 400, BROOKHOLLOW PLACE, PART X, SUBDIVISION AS RECORDED IN PLAT BOOK 30 AT PAGE 43, IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI: RUN THENCE. WEST ALONG THE SOUTH BOUNDARY OF SAID BROOKHOLLOW PLACE, PART X, SUBDIVISION A DISTANCE OF 440 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID BROOKHOLLOW PLACE, PART X, SUBDIVISION, SAID CORNER BEING ON THE SECTION LINE BETWEEN SECTIONS 20 AND 19, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE NORTHERLY ALONG THE SECTION LINE BETWEEN SECTIONS 20 AND 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, TO THE INTERSECTION OF SAID SECTION LINE AND THE NORTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 18; RUN THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 18 TO ITS INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 16 AND 17, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 16 AND 17, TOWNSHIP 5 NORTH, RANGE 1 WEST TO THE INTERSECTION WITH A LINE BETWEEN THE N ½ AND S ½ OF THE S ½ OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE EAST ALONG SAID LINE BETWEEN THE N ½ AND S 1/2 OF THE S ½ OF SAID SECTION 16 TO THE SECTION LINE BETWEEN SECTIONS 15 AND 16; RUN THENCE NORTH ALONG THE SECTION LINE BETWEEN SAID SECTIONS 15 AND 16 TO THE INTERSECTION OF SAID SECTION LINE WITH A LINE BETWEEN THE N ½ AND THE S 1/2 OF SAID SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE EAST ALONG SAID HALF-SECTION LINE BETWEEN THE N ½ AND S ½ OF SAID SECTION 15 TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MADDOX ROAD; RUN THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MADDOX ROAD TO THE INTERSECTION OF THE SECTION LINE BETWEEN SECTIONS 3 AND 10, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE WEST ALONG THE SECTION LINES BETWEEN SECTIONS 3 AND 10, 4 AND 9, 5 AND 8, TOWNSHIP 5 NORTH, RANGE 1 WEST TO THE INTERSECTION OF THE LINE BETWEEN THE E ½ AND THE W ½ OF SAID SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE NORTH ALONG SAID HALF-SECTION LINE BETWEEN THE E ½ AND THE W 1/2 OF SAID SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, TO A POINT AT THE INTERSECTION OF SAID HALF-SECTION LINE WITH THE NORTH RIGHT-OF-WAY LINE OF THE LC. RAILROAD (NOW J.C. GULF RAILROAD), RUN THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST 2436.13 FEET; RUN THENCE NORTH 89 DEGREES 52 MINUTES 30 SECONDS EAST 1320.3 FEET TO A POINT; RUN THENCE NORTH 00 DEGREES 05 MINUTES WEST 1330.19 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST; RUN THENCE EAST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, SAID LINE BEING A PORTION OF THE SOUTHERN BOUNDARY LINE OF THE CORPORATE LIMITS OF THE CITY OF CLINTON, MISSISSIPPI; RUN THENCE EAST ALONG THE SECTION LINE BETWEEN SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST AND SECTION 4, TOWNSHIP 5 NORTH, RANGE 1 WEST. TO THE LINE BETWEEN THE E ½ AND THE W ½ OF SAID SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE NORTH ALONG THE LINE BETWEEN THE E ½ AND THE W ½ OF SAID SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE ¼ OF SAID SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE NW ¼ OF THE NE 1/4 OF SAID SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE

NORTH ALONG THE EAST LINE OF SAID NW ¼ OF THE NE ¼ OF SECTION 33 TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, THE SAME BEING A PORTION OF THE SOUTH BOUNDARY LINE OF THE CORPORATE LIMITS OF THE CITY OF CLINTON; RUN THENCE

SOUTHEAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80 TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SHAW ROAD, BEING A PORTION OF THE SOUTHERLY BOUNDARY LINE OF THE CORPORATE LIMITS OF THE CITY OF CLINTON; RUN THENCE

NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SHAW ROAD TO ITS INTERSECTION WITH THE EAST LINE OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST, BEING A PORTION OF THE EASTERN BOUNDARY LINE OF THE CITY OF CLINTON, MISSISSIPPI, RUN THENCE

NORTH ALONG THE LINE BETWEEN SECTIONS 27 AND 28 TO THE COMMON CORNER OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE EAST ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 27 TO THE COMMON CORNER OF SECTIONS 22, 23, 26 AND 27, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE

NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 23 TO THE HALF-SECTION LINE BETWEEN THEN ½ AND THE S ½ OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE

EAST ALONG SAID HALF-SECTION LINE TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MCWILLIAMS ROAD (FLAG CHAPEL ROAD); RUN THENCE

NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF MCWILLIAMS ROAD (FLAG CHAPEL ROAD) TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE; RUN THENCE

WEST ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE TO ITS INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 22 AND 23, TOWNSHIP 6 NORTH, RANGE 1 WEST; RUN THENCE

NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 23, 14 AND 15, AND 10 AND 11 TO THE INTERSECTION OF SAID SECTION LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF THE NATCHEZ TRACE PARKWAY; RUN THENCE

NORTH ALONG THE WEST LINES OF SECTIONS 11 AND 2, TOWNSHIP 6 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 2; RUN THENCE

EAST ALONG THE NORTH LINES OF SECTIONS 2 AND 1, TOWNSHIP 6 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 1, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 EAST; RUN THENCE

EAST ALONG THE NORTH LINE OF SAID SECTION 6 TO THE INTERSECTION OF SAID SECTION LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF THE NATCHEZ TRACE PARKWAY; RUN THENCE

SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE NATCHEZ TRACE PARKWAY TO THE NORTHWEST CORNER OF THE CITY OF JACKSON TRACT KNOWN AS TAX PARCEL 0902 010 000 RECORDED ON TAX MAPS 420 AND 419 AND DESCRIBED IN DEED BOOK 3006, PAGE 389, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE

SOUTHEASTERLY ALONG THE NORTH LINE OF SAID TAX PARCEL 0902 010 000 TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE NORTH WEST INDUSTRIAL PARKWAY; RUN THENCE

NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE NW INDUSTRIAL PARKWAY TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD; RUN THENCE

EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE NW INDUSTRIAL PARKWAY; RUN THENCE

SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF THE NW INDUSTRIAL PARKWAY TO THE NORTHWEST CORNER OF THE CITY OF JACKSON TRACT KNOWN AS TAX PARCEL 0902 010 001 RECORDED ON TAX MAP 419 AND DESCRIBED IN DEED BOOK 3300, PAGE 256, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE

SOUTHEASTERLY ALONG THE NORTH LINES OF SAID TAX PARCEL 0902 010 001 AND THE ARCH ALUMINUM AND GLASS CO., INC., TRACT KNOWN AS TAX PARCEL 0902 010 003 RECORDED ON TAX MAP 426 AND DESCRIBED IN DEED BOOK 5071, PAGE 481,

ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK, TO THE NORTHEAST CORNER OF SAID PARCEL 0902 010 003; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID TAX PARCEL 0902 010 003 TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THE F. HARRIS VIRDEN TRACT KNOWN AS TAX PARCEL 0902 014 000 RECORDED ON TAX MAP 419 AND DESCRIBED IN DEED BOOK 3514, PAGE 148, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK, SAID INTERSECTION BEING THE SOUTHWEST CORNER OF SAID PARCEL 0902 014 000; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID TAX PARCEL 0902 014 000 TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE CITY OF JACKSON TRACT KNOWN AS TAX PARCEL 0902 010 000 RECORDED ON TAX MAPS 420 AND 419 AND DESCRIBED IN DEED BOOK 3066, PAGE 389; RUN THENCE SOUTH AND SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL 0902 010 000 TO THE NORTHEAST CORNER OF THE CINTAS SALES CORP. TRACT KNOWN AS TAX PARCEL 0900 010 001 RECORDED ON TAX MAP 427 AND DESCRIBED IN DEED BOOK 5134, PAGE 18, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID TAX PARCEL 0900 010 001 TO ITS INTERSECTION WITH THE NORTH LINE OF SECTION 8, TOWNSHIP 6 NORTH, RANGE I EAST; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 8 TO THE NORTHWEST CORNER OF SAID SECTION 8; RUN THENCE SOUTH ALONG THE WEST LINE OF SECTION 8, TOWNSHIP 6 NORTH, RANGE I EAST, TO THE INTERSECTION OF SAID SECTION LINE WITH THE NORTH RIGHT-OF-WAY LINE OF HILDA DRIVE; RUN THENCE WEST TO THE SOUTH RIGHT-OF-WAY LINE OF HILDA DRIVE; RUN THENCE NORTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF HILDA DRIVE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE NATCHEZ TRACE PARKWAY; RUN THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE NATCHEZ TRACE PARKWAY TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 6 NORTH, RANGE I WEST; RUN THENCE EAST ALONG THE NORTHERN BOUNDARY LINE OF SAID SECTION 12 TO THE NORTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 6 NORTH, RANGE I WEST, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE I EAST; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 7 TO THE SOUTHWEST CORNER OF THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE I EAST; SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE COLLINS WOHLER, ET. AL., TRACT KNOWN AS TAX PARCEL 0904-004-000 RECORDED ON TAX MAP 464 AND DESCRIBED IN DEED BOOK 3888, PAGE 381, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID TAX PARCEL 0904-004-000, SAID NORTH LINE BEING THE LINE BETWEEN THE N ½ AND THE S ½ OF THE NW ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE I EAST, TO THE NORTHEAST CORNER OF SAID TAX PARCEL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID TAX PARCEL 0904-004-000 TO THE SOUTHEAST CORNER OF SAID PARCEL; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID TAX PARCEL 0904-004-000 TO THE NORTHEAST CORNER OF THE CITY OF JACKSON TRACT KNOWN AS TAX PARCEL 0905-001-000 RECORDED ON TAX MAP 472 AND DESCRIBED IN DEED BOOK 2086, PAGE 240, ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID TAX PARCEL 0905-001-000 TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE ROY L. DEBERRY, JR., TRACT KNOWN AS TAX PARCEL 0905-002-000 RECORDED ON TAX MAP 472 AND DESCRIBED IN DEED BOOK 3836, PAGE 80; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID TAX PARCEL 0905-002-000 TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE CAROL CALDWELL AND LESLIE EDINBURG TRACT KNOWN AS TAX PARCEL 0905-003-003

RECORDED ON TAX MAP 472 AND DESCRIBED IN DEED BOOK 2858, PAGE 354; RUN THENCE  
EAST ALONG THE NORTH LINES OF SAID TAX PARCEL 0905-003-003; THE CONSTRUCTION EQUIPMENT, INC., TRACT KNOWN AS TAX PARCEL 0905- 005-004 AND DESCRIBED IN DEED BOOK 3722, PAGE 660; THE JAMES O. UPTON TRACT KNOWN AS TAX PARCEL 0905-010-000 AND DESCRIBED IN DEED BOOK 4556, PAGE 660; AND THE W. K. PATNE TRACT KNOWN AS TAX PARCEL 0905-011-000 AND DESCRIBED IN DEED BOOK 2332, PAGE 428, TO THE NORTHEAST CORNER OF SAID TAX PARCEL 0905-011-000, ALL SAID TAX PARCELS BEING RECORDED ON TAX MAP 472; RUN THENCE SOUTH ALONG THE EAST UNE OF SAID TAX PARCEL 0905-011-000 TO THE NORTHWEST CORNER OF THE W. K. PAINE TRACT KNOWN AS TAX PARCEL 0905-007-001 RECORDED ON TAX MAP 472, AND DESCRIBED IN DEED BOOK 2332, PAGE 428 ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID TAX PARCEL 0905-007-001 TO A POINT ON THE WEST LINE OF THE W. K. PAINE TRACT KNOWN AS TAX PARCEL 0905-007-002 RECORDED ON TAX MAP 473, AND DESCRIBED IN DEED BOOK 2332, PAGE 428 ON FILE IN THE OFFICE OF THE HINDS COUNTY CHANCERY CLERK, SAID POINT BEING THE NORTHWEST CORNER OF SAID TAX PARCEL 0905-007-001; RUN THENCE NORTH ALONG THE SAID WEST LINE OF SAID TAX PARCEL 0905-007-002 TO THE NORTHWEST CORNER OF SAID PARCEL; RUN THENCE EAST ALONG THE NORTH LINE OF SAID TAX PARCEL 0905-007-002 TO THE NORTHEAST CORNER OF SAID PARCEL; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID TAX PARCEL 0905-007-002 TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF FOREST AVENUE; RUN THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF FOREST A VENUE TO ITS INTERSECTION WITH THE EAST BOUNDARY LINE OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 1 EAST, RUN THENCE NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 7 AND 8, TOWNSHIP 6 NORTH, RANGE I EAST TO THE NORTHWEST CORNER OF SAID SECTION 8; RUN THENCE EAST ALONG THE NORTHERN BOUNDARY LINE OF SAID SECTION 8 TO ITS INTERSECTION WITH THE HALF-SECTION LINE BETWEEN THE E ½ AND THE W ½ OF SECTION 5, TOWNSHIP 6 NORTH, RANGE I EAST; RUN THENCE NORTH ALONG THE LINE BETWEEN THE E ½ AND THE W ½ OF SAID SECTION 5 TO THE HINDS AND MADISON COUNTY LINE, SAID BOUNDARY BEING THE NORTH LINE OF SAID SECTION 5; RUN THENCE EASTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 5, 4, 3, AND 2, TOWNSHIP 6 NORTH, RANGE I EAST, SAID SECTION LINES BEING THE HINDS-MADISON COUNTY BOUNDARY, TO THE INTERSECTION OF THE NORTH SECTION LINE OF SAID SECTION 2 WITH THE EASTERN (SOUTHERN) RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 220; RUN THENCE NORTHEASTERLY ALONG THE EASTERN (SOUTHERN) RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 220 TO THE SECTION LINE BETWEEN SECTIONS 35 AND 36, TOWNSHIP 7 NORTH, RANGE I EAST; RUN THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE I EAST, TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NW ¼ OF THE NW ¼ OF SAID SECTION 36; RUN THENCE EASTERLY ALONG THE SOUTH LINE OF THE N ½ OF THE N ½ OF THE N ½ OF SAID SECTION 36, SAID LINE BEING THE CORPORA TE BOUNDARY OF THE CITY OF RIDGELAND, MISSISSIPPI, TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 55; RUN THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 55, SAID LINE BEING THE CORPORA TE BOUNDARY OF THE CITY OF RIDGELAND, MISSISSIPPI, TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 51; RUN THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 51, SAID LINE BEING THE CORPORATE BOUNDARY OF THE CITY OF RIDGELAND, MISSISSIPPI, TO THE HINDS-MADISON COUNTY BOUNDARY; RUN THENCE EASTERLY ALONG THE HINDS-MADISON COUNTY BOUNDARY TO THE POINT OF INTERSECTION OF SAID BOUNDARY WITH THE RANKIN COUNTY BOUNDARY, SAID POINT BEING THE POINT OF BEGINNING.  
LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

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HE JACK AND MARGARET GLASCOE TRACT KNOWN AS TAX PARCEL 0906 009 000 RECORDED ON TAX MAP 423 AND DESCRIBED IN DEED BOOK 6236, PAGE 163; AND THE JESSE AND WARINE R. MCGEE TRACT KNOWN AS TAX PARCEL 0906 018 000 RECORDED ON TAX MAP 422 AND DESCRIBED IN DEED BOOK 1964, PAGE 246, ON FILE IN THE OFFICE OF THE HINDS COUNTY TAX CHANCERY CLERK

**And Also**

**PARCEL NO. 2 - AIRPORT PROPERTY EAST OF THE PEARL RIVER**

ALL OF THAT PART OF SECTIONS 27, 34 AND 35, TOWNSHIP 6 NORTH, RANGE 2 EAST, AND SECTIONS 2, 3, 10 AND 11, TOWNSHIP 5 NORTH, RANGE 2 EAST, RANKIN COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, LESS AND EXCEPT THE G. M. & O. RAILROAD RIGHT-OF-WAY AS INCLUDED HEREIN:

BEGINNING AT THE CORNER COMMON TO SECTIONS 26, 27, 34 AND 35. TOWNSHIP 6 NORTH, RANGE 2 EAST, WITH MISSISSIPPI STATE PLANE COORDINATES OF NORTH 664,675.75, EAST 580,356.33; RUN THENCE WITH THE NORTH LINE OF SECTION 35, NORTH 89 DEGREES 21 MINUTES 31 SECONDS EAST 1,320.00 FEET TO A POINT; RUN THENCE

SOUTH 00 DEGREES 00 MINUTES 51 SECONDS WEST 1,320.0 FEET TO A POINT; RUN THENCE

NORTH 89 DEGREES 21 MINUTES 31 SECONDS EAST 3,960.0 FEET TO THE EAST LINE OF SECTION 35; RUN THENCE

WITH SAID EAST LINE SOUTH 00 DEGREES 01 MINUTES WEST 1,320.0 FEET TO A POINT; RUN THENCE

SOUTH 89 DEGREES 21 MINUTES 31 SECONDS WEST 3,960.0 FEET TO A POINT; RUN THENCE

SOUTH 00 DEGREES 00 MINUTES 51 SECONDS WEST 294.5 FEET TO A POINT; RUN THENCE

SOUTH 22 DEGREES 06 MINUTES EAST 2,520.9 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF SECTION 35; RUN THENCE

WITH SAID SOUTH LINE NORTH 89 DEGREES 24 MINUTES EAST 370.4 FEET TO A POINT; RUN THENCE

SOUTH 03 DEGREES 10 MINUTES WEST 806.8 FEET TO A POINT; RUN THENCE

SOUTH 22 DEGREES 06 MINUTES EAST 2,630.8 FEET TO A CONCRETE MONUMENT; RUN THENCE

SOUTH 67 DEGREES 54 MINUTES WEST 749.8 FEET TO A CONCRETE MONUMENT; RUN THENCE

SOUTH 22 DEGREES 06 MINUTES EAST 1,199.8 FEET TO A CONCRETE MONUMENT; RUN THENCE

SOUTH 67 DEGREES 54 MINUTES WEST 2,366.6 FEET TO A CONCRETE MONUMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 11; RUN THENCE

SOUTH 8 DEGREES 51 MINUTES 36 SECONDS EAST 1,202.0 FEET TO A POINT; RUN THENCE

SOUTH 00 DEGREES 26 MINUTES EAST 1,030.0 FEET TO A POINT; RUN THENCE

NORTH 89 DEGREES 16 MINUTES WEST 275.0 FEET TO A POINT; RUN THENCE

SOUTH 04 DEGREES 29 MINUTES WEST 296 FEET TO A POINT; RUN THENCE

NORTH 89 DEGREES 16 MINUTES WEST 324 FEET TO A POINT; RUN THENCE

SOUTH 23 DEGREES 11 MINUTES 40 SECONDS WEST 54.3 FEET TO A POINT; RUN THENCE

SOUTH 89 DEGREES 16 MINUTES EAST 648 FEET TO A POINT; RUN THENCE

SOUTH 00 DEGREES 34 MINUTES EAST 1,177.43 FEET TO A POINT; RUN THENCE

SOUTH 67.4 FEET TO A POINT; RUN THENCE

NORTH 89 DEGREES 54 MINUTES WEST 1,093.4 FEET TO A POINT; RUN THENCE

SOUTH 23 DEGREES 47 MINUTES WEST 147.2 FEET TO A POINT; RUN THENCE

SOUTH 23 DEGREES 11 MINUTES 40 SECONDS WEST 375.45 FEET TO THE PC OF A 2 DEGREES 38 MINUTES CURVE TO THE LEFT; RUN THENCE

WITH SAID CURVE 684.30 FEET TO THE PT OF SAID CURVE; RUN THENCE

SOUTH 05 DEGREES 06 MINUTES WEST 5.4 FEET TO A POINT; RUN THENCE

NORTH 89 DEGREES 54 MINUTES WEST 200.76 FEET TO A POINT; RUN THENCE

NORTH 05 DEGREES 06 MINUTES EAST 22.9 FEET TO THE PC OF A 2 DEGREES 25 MINUTES CURVE TO THE RIGHT; RUN THENCE

WITH SAID CURVE 747.6 FEET TO THE PT OF SAID CURVE; RUN THENCE

NORTH 23 DEGREES 11 MINUTES 40 SECONDS EAST 436.15 FEET TO A POINT; RUN THENCE

NORTH 22 DEGREES 04 MINUTES WEST 949.5 FEET TO THE WEST LINE OF SECTION 11; RUN THENCE  
WITH SAID WEST LINE NORTH 00 DEGREES 34 MINUTES WEST 394.6 FEET TO A POINT;  
RUN THENCE  
SOUTH 89 DEGREES 10 MINUTES EAST 668 FEET TO A POINT; RUN THENCE  
SOUTH 88 DEGREES 38 MINUTES EAST 279.7 FEET TO A POINT; RUN THENCE  
NORTH 23 DEGREES 11 MINUTES 40 SECONDS EAST 54.3 FEET TO A POINT; RUN  
THENCE  
NORTH 89 DEGREES 16 MINUTES WEST 1,348.7 FEET TO A CONCRETE MONUMENT;  
RUN THENCE  
NORTH 22 DEGREES 05 MINUTES WEST 2,859.6 FEET TO A POINT; RUN THENCE  
NORTH 22 DEGREES 05 MINUTES WEST 5,714.2 FEET TO A POINT ON THE NORTH LINE  
OF SECTION 3; RUN THENCE  
WITH SAID NORTH LINE SOUTH 89 DEGREES 21 MINUTES 31 SECONDS WEST 29.7  
FEET TO A POINT; RUN THENCE  
NORTH 00 DEGREES 20 MINUTES WEST 72.5 FEET TO A POINT; RUN THENCE  
NORTH 22 DEGREES 05 MINUTES WEST 2,769.0 FEET TO A CONCRETE MONUMENT;  
RUN THENCE  
SOUTH 89 DEGREES 28 MINUTES 01 SECONDS WEST 297.62 FEET TO THE WEST LINE  
OF SECTION 34; RUN THENCE  
WITH SAID WEST LINE NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 2,650.24  
FEET TO THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34; RUN THENCE  
NORTH 00 DEGREES 30 MINUTES WEST 799.7 FEET TO A POINT; RUN THENCE  
NORTH 65 DEGREES 08 MINUTES EAST 109.8 FEET TO A POINT; RUN THENCE  
SOUTH 00 DEGREES 30 MINUTES EAST 310.0 FEET TO THE SOUTH RIGHT-OF-WAY  
LINE OF THE G. M. & O. RAILROAD; RUN THENCE  
WITH SAID SOUTH RIGHT-OF-WAY NORTH 65 DEGREES 08 MINUTES EAST 2,158.2  
FEET TO THE EAST RIGHT-OF-WAY OF FOX HALL PUBLIC ROAD; RUN THENCE  
WITH THE EAST RIGHT-OF-WAY LINE OF SAID FOX HALL ROAD NORTH 27 DEGREES  
38 MINUTES WEST 522.0 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF JACKSON-  
FANNIN PUBLIC ROAD; RUN THENCE  
WITH SAID SOUTH RIGHT-OF-WAY LINE OF JACKSON-FANNIN PUBLIC ROAD  
NORTHEASTERLY 2,106 FEET; RUN THENCE  
SOUTH 70 DEGREES 30 MINUTES EAST 528.0 FEET TO A POINT; RUN THENCE SOUTH  
198.0 FEET MORE OR LESS TO THE CENTER LINE OF HOG CREEK; RUN THENCE  
WITH THE MEANDER OF HOG CREEK SOUTHEASTERLY TO THE EAST LINE OF  
SECTION 27; RUN THENCE  
WITH SAID SECTION 27 SOUTH 00 DEGREES 01 MINUTE WEST TO THE POINT OF  
BEGINNING, CONTAINING 2,108.5 ACRES MORE OR LESS.

**Exhibit 3**  
**TEMPORARY GUIDELINES**

1. All mixed drink liquor, beer, wines, and alcohol provided curbside or drive-thru to an individual operating a motorized vehicle shall be served in a covered container with no straw.
2. All mixed drink liquor and wine sales made carry out/curbside/drive-through must be associated with a minimum \$10.00 food purchase. Each container of alcohol must be associated with a minimum food purchase.
3. Unless repealed by operation of other law, the Temporary Citywide Leisure and Recreation District is to remain in place until such time as the State of Mississippi and the City of Jackson remove the COVID-19 related in-house dining restrictions and seating capacity limitations on restaurants and bars, at which time this Ordinance stands repealed.
4. Permittees located in the District may allow alcoholic beverages to be removed from the license premises every Monday at 10:00 a.m. until Sunday at 9:59 p.m.

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5. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one uncovered container per entrée purchased of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such uncovered container per entrée sold.

**Note 1:** The objective of this Ordinance is primarily to allow pedestrians to carry uncovered containers of alcoholic beverages. Nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an uncovered container of alcoholic beverage onto or into such vehicle. It shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an uncovered container, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an uncovered container of an alcoholic beverage.

**Note 2:** This ordinance does not allow driving with an open container. It is illegal to have an open container inside of a car ANYWHERE within the City of Jackson.

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

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

Nays- None.

Absent- Stokes.

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**ORDER RATIFYING SERVICES PERFORMED BY DAVID BICKHAM IN THE CAPACITY OF FUTURIST FOR THE CITY OF JACKSON UNDER THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES AND ECONOMIC GROWTH*, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DAVID BICKHAM TO CONTINUE TO SERVE IN THE CAPACITY OF FUTURIST FOR THE CITY OF JACKSON UNDER THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES AND ECONOMIC GROWTH*.**

**WHEREAS**, the City of Jackson was awarded funds from W.K. Kellogg Foundation to support the goal to increase employment, economic development, city and regional competitiveness, job creation and employer engagement, offering citizens tools to help them traverse pathways to self-sufficiency; and

**WHEREAS**, Mr. David Bickham has over twenty (20) years of experience in maximizing human creative and material assets of over sixty (60) organizations dedicated to community, educational and economic results and innovation; and

**WHEREAS**, Mr. Bickham is invested in the future of the City of Jackson, catalogs a vast pool of resources and networks, possesses extraordinary visionary aptitude and excellent communications skills, and has a proven record of helping organizations to change their trajectory and achieve long-term success and sustainable innovation; and

**WHEREAS**, Mr. Bickham has continued to serve in the capacity of Futurist for said project for the month of April, 2020; and

**WHEREAS**, Mr. Bickham's Scope of Work includes determining baseline measures of the execution document; ensuring project completion; validating efficiency of the document as an execution plan; and facilitating the delineation of roles and responsibilities of the team to execute the plan; and

**WHEREAS**, Mr. Bickham will coordinate the development of the Learnings Document, design the evaluation framework, and conduct the final evaluation; and

**WHEREAS**, Mr. David Bickham will submit monthly, detailed invoices for his fees and will be paid \$76,667.00 for the 21-month period from May 1, 2020 – April 31, 2022, funded by W.K. Kellogg Foundation grant project, *Economic Pathways to Human Development*.

**IT IS HEREBY ORDERED** that services performed by Mr. David Bickham in his capacity as Futurist for the City of Jackson under the W. K. Kellogg Foundation-Funded Project, *Economic Pathways to Human Dignity*, from April 1, 2020 -April 31, 2020 are hereby ratified.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute an agreement with Mr. David Bickham to serve in the capacity of Futurist in the implementation of the goals, objectives, and strategies of the W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Development* for the 21-month period from May 1, 2020 - March 31, 2022, in an amount not to exceed \$76,667.00.

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

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

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**Council Member Stokes** joined the meeting.

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**ORDER RATIFYING SOCIAL MARKETING SERVICES PROVIDED BY NMHS UNLIMITED FILM PRODUCTIONS FOR JACKSON MEALS MATTER “CHAMPS GRANTS” AND AUTHORIZING THE PAYMENT OF \$2,000.00 TO NMHS UNLIMITED FILM PRODUCTIONS FOR SAID SERVICES.**

**WHEREAS**, On May 1, 2020 the City of Jackson received and invoice in the amount of \$2,000.00 for Social Marketing Services provided by NMHS Unlimited Film Production for Jackson Meals Matter “Champs Grant”.

**IT IS HEREBY ORDERED** that the Social Marketing Services provided by NMHS Unlimited Film Productions for Jackson Meals Matter Program “Champs Grant” is hereby ratified.

**IT IS HEREBY ORDERED** that the payment in the amount of \$2,000.00 to NMHS Unlimited Film Productions for Social Marketing Services for the Jackson Meals Matter program is hereby authorized.

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

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

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**ORDER RATIFYING TECHNICAL ASSISTANCE SERVICES PERFORMED ANTHONY T JACKSON FOR SERVICES PROVIDED FOR JACKSON MEALS MATTER “CHAMPS GRANT”, AND AUTHORIZING THE PAYMENT OF \$1,000.00 TO ANTHONY T JACKSON FOR SAID SERVICES.**

**WHEREAS**, On May 1, 2020 the City of Jackson received and invoice in the amount of \$1,000.00 for Technical Assistance services provided by Anthony T Jackson for Jackson Meals Matter “Champs Grant”

**IT IS HEREBY ORDERED** that the technical Assistance Services provided by Anthony T. Jackson for Jackson Meals Matter “Champs grant” is hereby ratified.

**IT IS HEREBY ORDERED** that the payment in the amount of \$1,000.00 to Anthony T Jackson for Technical Assistance Services for the Jackson Meals Matter program is hereby authorized.

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

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

Nays - Banks.

Absent - None.

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**ORDER APPROVING CLAIMS NUMBER 22860 to 22925 APPEARING AT PAGES 48 TO 70, INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,309,175.11 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 22860 to 22925 appearing at pages 48 to 70, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,309,175.11 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,796,692.30
TECHNOLOGY FUND	223,524.42
PARKS & RECR. FUND	75,941.60
BUSINESS IMPROV FUND (LANDSCP)	420.25
LANDFILL/SANITATION FUND	1,427,937.05
STATE TORT CLAIMS FUND	2,449.00
WATER/SEWER OP & MAINT FUND	262,066.51
WATER/SEWER CAPITAL IMPR FUND	62,316.00
REPAIR & REPLACEMENT FUND	18,698.14
EMPLOYEES GROUP INSURANCE FUND	26,474.15
KELLOGG FOUNDATION PROJECT	2,787.35
EARLY CHILDHOOD (DAYCARE)	184.91
HOUSING COMM DEV ACT (CDBG) FD	5,083.40
EMERGENCY SHELTER GRANT (ESG)	6,083.67
HOME PROGRAM FUND	1,906.67
H O P W A GRANT – DEPT. OF HUD	51,973.19
TITLE III AGING PROGRAMS	28,510.00
G O PUB IMP CONS BD 2003(\$20M)	210,138.46
CAPITOL STREET 2-WAY PROJECT	2,458.66
1% INFRASTRUCTURE TAX	1,932,547.84
MADISON SEWAGE DISP OP & MAINT	84,443.62
RIDGELAND-WEST SEWAGE DISP O&M	32,000.00
WATER/SEWER CAP IMP NOTE 7M	158,499.94
TRANSPORTATION FUND	20,899.71
RESURFACING-REPAIR & REPL. FD	244,971.51
WATER SEWER B&I FD 2013 \$89.9M	2,754,815.41
09 TAX INCREMENT BD FD \$1.6M	155,687.50
2018 TIF BOND \$4.6M – EASTOVER	312,410.85
CONVEN REFUNDING, SERIES 2013A	1,375.00
GRAND GULF EMERGENCY PLANNING	390.71
LIBRARY FUND	333,954.83
<b>TOTAL</b>	<b><u>\$10,237,642.65</u></b>

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

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**President Lindsay** recognized **Director LaaWanda Horton**, who provided a brief overview of the Claims Docket.

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

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

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**ORDER APPROVING GROSS PAYROLL APPEARING AT PAGES 48 TO 70 INCLUSIVE THEREON, ON MUNICIPAL ‘DOCKET OF CLAIMS’, IN THE AMOUNT OF \$123,722.73 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 48 to 70 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$123,722.73 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,175,406.70
PARKS & RECR FUND		79,942.67
LANDFILL FUND		17,340.22
SENIOR AIDES		9,951.19
WATER/SEWER OPER & MAINT		200,175.00
PAYROLL	123,722.73	
EARLY CHILDHOOD		30,782.61
HOUSING COMM DEV		8,843.12
TITLE III AGING PROGRAMS		4,266.48
TRANSPORTATION FUND		14,737.99
PEG ACCESS-PROGRAMMING FUND		4,573.80
<b>TOTAL</b>		<b>\$2,546,019.78</b>

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF LTE TECHNOLOGY.**

**WHEREAS**, the City of Jackson has twenty two (22) antenna site license agreements with New Cingular Wireless; and

**WHEREAS**, New Cingular Wireless has indicated that it would like to add LTE technology to an antenna site located at 2916 Holmes Ave; and

**WHEREAS**, installing LTE equipment at the above-referenced site will result in an increase of New Cingular Wireless' rental payments by \$300.00 per month; and

**WHEREAS**, LTE Technology is designed to improve bandwidth available for receiving and transmitting data services, therefore the Telecommunications Division recommends this amendment.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an amendment with New Cingular Wireless, PCS, LLC, a Delaware Limited Liability Company, for the installation of LTE Technology at the above-referenced site.

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

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

Nays - Banks and Stokes.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE CORPORATION, FOR THE EXTENSION OF TERMS TO CERTAIN ANTENNA SITES.**

**WHEREAS**, the City of Jackson has sixteen (19) antenna site license agreements with Powertel/Memphis; and

**WHEREAS**, Powertel/Memphis has indicated that it would like to extend the rental year terms to the following antenna sites:

1. Fire Station 3, 333 E. Fortification Street
2. Lerida Court, 810 Lerida Court

**WHEREAS**, with the commencement of these amendments, Powertel/Memphis shall have the option to renew for two (2) successive five (5) year terms after the initial five (5) year term has expired on the antenna sites listed.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute amendments with Powertel/Memphis, Inc., a Delaware Corporation, for the option to renew for two (2) successive five (5) year terms after the initial five (5) year term has expired on the above-referenced sites.

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

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

Nays - Banks and Stokes.

Absent - None.

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**ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION, AUTHORIZING THE TRANSFER OF FUNDS FROM THE PUBLICITY AND PROMOTIONS ACCOUNT TO THE TRACTORS AND HEAVY EQUIPMENT ACCOUNT, IN THE AMOUNT OF \$51,947.00.**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$51,947.00 for the purchase of four (4) state contract lawnmowers at a cost of \$32,252.00 and one (1) state contract batwing mower at a cost of \$19,695.00, have arisen within the adopted Fiscal Year 2019-2020 budget; and

**WHEREAS**, certain funds in the Fiscal Year 2019-2020 budget must be transferred to provide funding for four (4) state contract lawn mowers at a cost of \$32,252.00 and one (1) state contract batwing mower at a cost of \$19,695.00, at a total cost of \$51,947.00; and

**WHEREAS**, transfer of funds is desperately needed to ensure the twelve (12) seasonal workers will have the necessary equipment to provide an uninterrupted and continuous schedule of cutting services in all areas in the City of Jackson, for a period of March 15 – September 30, 2020; and

**WHEREAS**, the following funds are requested to be transferred to the following categories:

<b>DEPARTMENT OF PARKS AND RECREATION CATEGORY OF FUNDS - TRANSFER REQUEST</b>			
<b>FROM:</b>		<b>TO:</b>	
<i>Other Services and Charges Category</i>		<i>Capital Outlay Category</i>	
Fund/Account Number	Amount	Fund/Account Number	Amount
<i>Publicity &amp; Promotions</i> 005-501.10-6449	<b>\$51,947.00</b>	<i>Tractors, Trailers &amp; Heavy Equipment</i> 005-504.10-6872	<b>\$51,947.00</b>

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019-2020 budget be revised to allow transfer of funds allocated to the Department of Parks and Recreation’s **Other Services and Charges Category** to the **Capital Outlay Category**, in the amount of **\$51,947.00**.

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

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

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING DISPOSING OF ABANDONED AND LOST PROPERTY AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT AND HAWKINS FIELD AIRPORT BY AND BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND JACKSON MUNICIPAL AIRPORT AUTHORITY (JMAA).**

**WHEREAS**, the Jackson Municipal Airport Authority, a public body corporate and politic of the State of Mississippi (“JMAA”) operates and controls the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi (“JAN”) and Hawkins Field Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi (“HKS”) (together “Airports”) pursuant to Mississippi Code Section 61-3-5 by resolution of the City of Jackson, Mississippi; and

**WHEREAS**, JMAA periodically receives or recovers personal property that has been lost or abandoned by tenants, patrons, and users of the Airports’ facilities at the Airports; and

**WHEREAS**, JMAA, after coming into possession of the lost or abandoned property, attempts to identify the owner of the property in order to return the property to the owner.

**WHEREAS**, JMAA stores lost or abandoned personal property in its Department of Public Safety after coming into possession of it until the property is returned to the owner or JMAA, after making reasonable efforts, cannot determine the owner of such property; and

**WHEREAS**, as to lost or abandoned personal property in the possession of JMAA for more than thirty (30) days and as to which JMAA is not able to identify the owner JMAA desires to remove the same from its facilities; and

**WHEREAS**, MS AG Opinion #2018-00023, Bass (February 16, 2018) provides that JMAA shall turn over any lost or abandoned personal property found and stored on its property to the City of Jackson, MS for disposal; and

**WHEREAS**, the City is legally authorized to conduct public auctions during which lost or abandoned personal property items, are auctioned; and

**WHEREAS**, the City desires to retrieve personal property lost or abandoned at the Airports operated JMAA to sell via a public auction; and

**WHEREAS**, JMAA desires for the City to pick-up from the Airports personal property that has been lost or abandoned and the City desires to retrieve said personal property lost or abandoned at the Airports, dispose of said property by public auction, recoup all costs incurred by the City, and deposit the remaining funds into the City of Jackson's general fund; and

**WHEREAS**, the City and JMAA desire to set forth their understanding as to the transport of personal property lost or abandoned at the Airports, the auction of said property, the recoupment of all costs incurred by the City, and the depositing of funds into the City of Jackson's general fund; and

**WHEREAS**, the proposed Memorandum of Understanding between the City of Jackson and JMAA provides for the City to dispose of said property by public auction, recoup all costs incurred by the City, and deposit the remaining funds into the City of Jackson's general fund; and

**WHEREAS**, the proposed Memorandum of Understanding between the City of Jackson and JMAA provides that JMAA shall indemnify the City and its officials and agents from and against all liabilities, claims, losses, costs, expenses, actions, and suits made by anyone in any manner based upon the negligence or intentional acts by JMAA in connection with the performance or non-performance by it under the Memorandum of Understanding.

**IT IS HEREBY ORDERED** that the Mayor of the City of Jackson is authorized to enter into the herein-described Memorandum of Understanding between the City of Jackson, Mississippi and the JMAA, for the delivery of personal property lost or abandoned at the airports and the sale of said lost or abandoned personal property.

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

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

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

Nays - Banks.

Absent -None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STOVER DEVELOPMENTS LLC TO PROVIDE PROFESSIONAL SERVICES FOR THE JACKSON FIRE DEPARTMENT AS A GRANT CONSULTANT.**

**WHEREAS**, the Jackson Fire Department provides property and life protection services to the citizens and visitors of the City of Jackson through the implementation of fire suppression, fire safety programming, inspections, and emergency planning; and

**WHEREAS**, the Jackson Fire Department has previously received funding from various federal, state, and non-public sources to support its endeavors in the community of Jackson; and

**WHEREAS**, the Jackson Fire Department is interested in contracting with an entity to research, explore, gather information, and apply for available opportunities, including but not limited to, those available as a result of the COVID-19 pandemic; and

**WHEREAS**, Stover Developments, LLC, is a limited liability corporation organized in the State of Mississippi and is in good standing based on information appearing on the Mississippi Secretary of State's website; and

**WHEREAS**, Addie Stover is the President of Stover Developments LLC, whose principal office is located at 1000 Highland Colony Parkway # 5203, Ridgeland, MS according to the last annual report published on the Mississippi Secretary of State's website; and

**WHEREAS**, Stover Developments LLC, has been certified as a disadvantaged business enterprise in the State of Mississippi; and

**WHEREAS**, Stover Developments LLC provides business strategy, community economic development, and funding services; and

**WHEREAS**, according to information appearing on the Facebook page of Stover Development, it has generated more than \$160,000,000.00 in funding for programs and services for individuals and organizations since its founding in 2004; and

**WHEREAS**, the Jackson Fire Department would like to secure the services of Stover Developments LLC to research funding opportunities, write and develop strongly competitive proposals, and provide management services associated with funding awarded to the City of Jackson; and

**WHEREAS**, Stover Developments LLC is amenable to providing the services desired by the Jackson Fire Department; and

**WHEREAS**, the Jackson Fire Department entered into negotiations with Stover Developments LLC to provide the services sought; and

**WHEREAS**, the negotiations resulted in Stover Development LLC agreeing to research and identify funding opportunities currently available to support activities of the Jackson Fire Department and provide a detailed report to the Jackson Fire Department with applicable deadlines for the submission of applications; and

**WHEREAS**, Stover Development LLC will also develop and prepare competitive applications and submit same to the funding source based on the report provided to the Jackson Fire Department; and

**WHEREAS**, Stover Development LLC will also provide grant management services to the Jackson Fire Department with respect to initiatives or projects which are approved for funding; and

**WHEREAS**, the initial term of the agreement with Stover Development LLC will be for a period of three (3) months at a cost of \$5,000.00 per month only if services are performed within the month; and

**WHEREAS**, the cost to be paid by the City of Jackson shall not exceed \$15,000.00 during the initial term of the agreement; and

**WHEREAS**, the term of the agreement with Stover Development LLC may be extended for an additional term of ninety (90) days on the same terms and conditions if the parties mutually agree in a writing signed by Stover Development LLC and the Mayor of the City of Jackson; and

**WHEREAS**, the term of the agreement will commence upon the date of execution of the agreement by Stover Development LLC and the Mayor of the City of Jackson following the approval of the Jackson City Council and will terminate ninety (90) days following the execution of the agreement, which is three (3) months; and

**WHEREAS**, Stover Development LLC shall be paid within the time established by state statutes governing timely payment for goods and services after invoices are submitted describing the work performed pursuant to the agreement and documentation supporting the services rendered including, but not limited to copies of applications submitted, reports of funding opportunities and management activities; and

**WHEREAS**, the contract with Stover Development LLC may be terminated with or without cause by the City of Jackson prior to expiration of the term; and

**WHEREAS**, upon termination of the contract prior to expiration of the term, Stover Development LLC will be compensated for services provided; and

**WHEREAS**, the monies to be paid Stover Development are within the budget of the Jackson Fire Department.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Stover Developments LLC for an initial term of three (3) months.

**IT IS HEREBY ORDERED** that the compensation paid to Stover Development LLC shall not exceed the sum of \$15,000.00 during the initial term of three (3) months;

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**IT IS HEREBY ORDERED** that the Mayor is authorized to execute a writing extending the agreement with Stover Development for additional term of ninety (90) days upon the same terms and conditions as the initial agreement;

**IT IS HEREBY ORDERED** that the compensation paid Stover Development LLC during an extended term shall not exceed the sum of \$15,000.00;

**IT IS HEREBY ORDERED** that the total compensation paid Stover Development for services during the initial term and any extended term shall not exceed \$30,000.00.

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

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

Nays- None.

Absent- None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0105, SRF# DWI-L250008-01.**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc., on September 3, 2019 for the OB Curtis Water Treatment Plan Membrane Filter Installation Project in an amount not to exceed \$1,248,560.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc., to start work on October 28, 2019; and

**WHEREAS**, the City Council approved Change Order No. 1 on February 18, 2020; and

**WHEREAS**, membrane train #5 was not fully completed due to additional repairs are required creating a \$55,000 credit; and

**WHEREAS**, the City of Jackson would like to use the credit for additional staff training and technical assistance for the membrane trains; and

**WHEREAS**, the change in scope will not increase the price to perform the training services; and

**WHEREAS**, the Department of Public works recommends approval of Final/Change Order No. 2 and authorizing final payment to Hemphill Construction Company, Inc., in the amount of \$31,359.00; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of he said contract, has authorized release of payment of money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 2/Final to the contract of Hemphill Construction Company, Inc., is authorized.

**IT IS, FURTHER, ORDERED** that the City make final payment in the amount of \$31,359.00 and release all securities held to Hemphill Construction Company, Inc., for all work completed and materials furnished under this contract and the City Clerk publish Notice of Completion of the OB Curtis Water Treatment Plant Membrane Installation Project, City Project Number 19B0105, SRF# DWI-L250008-01.

**President Lindsay** moved adoption, **Council Member Foote** seconded.

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

Nays - Banks and Stokes.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MICROSCREENS AND SLUICE GATES EQUIPMENT PROJECT, CITY PROJECT NUMBER 19B0104, SRF# DWI-L250008-01.**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc., on August 6, 2019 for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project in an amount not to exceed \$1,156,620.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc., to start work on December 9, 2019; and

**WHEREAS**, Hemphill Construction Company, Inc., was given ninety (90) calendar days to complete the work from the issuance of the notice to proceed; and

**WHEREAS**, Hemphill Construction Company, Inc., has encountered delays and additional cost due to weather and lack of parts inventory from manufacturer supply companies; and

**WHEREAS**, Hemphill Construction Company, Inc., has requested an additional two hundred calendar days to complete the project increasing the calendar days from ninety (90) to two hundred and ninety (290) total calendar days for completion; and

**WHEREAS**, Hemphill Construction Company, Inc., has requested an additional \$197,000.00 increasing the contract amount from \$1,156,620.00 to \$1,353,620 due to the following additions:

1. Replace malfunctioning Motor Control Center for Centrifuge #2.
2. Cleaning of polymer pumps.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc., for the OB Curtis Water Treatment Plant Microscreens and Sluice Gates Equipment Project, City Project Number 19B0104, SRF# DWI-L250008-01 increasing the time for construction by 200 calendar days and increasing the contract amount by \$197,000.00.

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

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

Nays - Banks and Stokes.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST A JOINT FUNDING AGREEMENT BETWEEN THE CITY AND THE U.S. DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR THE WATER RESOURCES DATA COLLECTION SYSTEMS.**

**WHEREAS**, the U.S. Geological Survey provides flow stage and discharge data monitoring on various creeks throughout the City through equipment and personnel; and

**WHEREAS**, the City uses the U.S. Geological Survey Water Resources Data Collection System for various planning, maintenance and emergency response functions; and

**WHEREAS**, the U.S. Geological Survey requires the City to pay a share of the operational costs for providing flow stage and discharge data monitoring to continue this service; and

**WHEREAS**, the U.S. Geological Survey has calculated the City share of the operational costs for the next year to be \$73,110.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute and the City Clerk authorized to attest on behalf of the City a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for the Water Resources Data Collection System.

**IT IS FURTHER ORDERED** that payment in the amount of \$73,110.00 to the United States Department of the Interior, U.S. Geological Survey is authorized to provide flow stage and discharge data monitoring at various creeks throughout the City pursuant to the Joint Agreement.

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

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

Nays - Stokes.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.902 SRF# DWI-L250008-01.**

**WHEREAS**, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc., on September 3, 2019 for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project in an amount not to exceed \$516,200.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc., to start work on December 9, 2019; and

**WHEREAS**, Hemphill Construction Company, Inc., was given one hundred and five (105) calendar days to complete the work from the issuance of the notice to proceed; and

**WHEREAS**, Hemphill Construction Company, Inc., has encountered delays and additional cost due to weather and water shutoffs at the OB Curtis Water Treatment Plant; and

**WHEREAS**, Hemphill Construction Company, Inc., has requested additional compensation in the amount of \$41,373.00 increasing the original contract from \$516,200.00 to \$557,773.00; and

**WHEREAS**, the additional cost will cover expenses for:

1. Installation of a temporary screen for the raw water screen installation
2. The additional pumping to assist with lowering the water level at the raw water intake to replace the raw water screens and sluice gates.

**WHEREAS**, Hemphill Construction Company, Inc., has requested an additional one hundred and thirty-seven (137) calendar days to complete the project increasing the calendar days from one hundred and five (105) to two hundred and thirty-seven (242) total calendar days for completion; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc., for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project, City Project Number 19B0101, SRF# DWI-L250008-01 increasing original bid cost from \$516,200.00 to \$557,773.00 and the construction calendar days from one hundred-five (105) to two hundred and forty-two calendar days.

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

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

**Note: Council Member Foote** left the meeting during discussion.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A ONE (1) YEAR EXTENDED SERVICE WARRANTY CONTRACT WITH MICRO-COMM, INC. TO PROVIDE PARTS AND SERVICE ON THE SCADA SYSTEMS FOR THE WATER STORAGE TANKS AND WELL SYSTEM.**

**WHEREAS**, Micro-Comm, Inc. currently provides extended warranty services for the SCADA systems on the City Water Tanks and on the City well system; and

**WHEREAS**, the monitoring of the City’s water storage tank levels and the status of the well system by SCADA is necessary for the proper operations of the water system in order to maintain adequate water supply and pressure; and

**WHEREAS**, the monitoring of the City wells by SCADA system ensures the safety of the public by notify the water system operator of any problems with the chlorine feed system, including potentially harmful chlorine leaks; and

**WHEREAS**, this SCADA system has served the City since 1987 and is a proprietary system for which Micro-Comm, Inc. is the sole supplier of replacement parts and technical expertise; and

**WHEREAS**, the one-year extended service warranty contract in the amount of \$4,750.00 will ensure that the City has replacement parts available in the event components of the SCADA system fail or need troubleshooting; and

**WHEREAS**, the one-year extended service warranty contract also allows the City to obtain, as needed, onsite service for \$90.00 per hour (four hour minimum), plus \$40.00 per hour travel time to and from jobsite, expenses (airfare, car rental, parking +10%), and \$200 overnight (meals and lodging), or \$50-day meals and expenses charge for onsite service.

**WHEREAS**, the Public Works Department recommends this SCADA System one-year extended service warranty contract with Micro-Comm, Inc.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents necessary to procure a one (1) year Extended Service Warranty Contract with Micro-Comm, Inc., to provide replacement parts and service at discounted rates for the water storage tanks and well system SCADA system for the water storage tanks and well system in the amount of \$4,750.00.

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

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PLANNED SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC. TO PROVIDE MAINTENANCE RELATING TO THE HVAC AND LIFE SAFETY IMPROVEMENTS PROJECT FOR THALIA MARA HALL AND TO EXTEND EXISTING PLANNED MAINTENANCE SERVICES FROM PREVIOUS PERFORMANCE CONTRACTS AT CENTRAL FIRE STATION, POLICE TRAINING ACADEMY AND THE ARTS CENTER BUILDINGS.**

**WHEREAS**, the City of Jackson completed a project authorized by an energy services agreement with Johnson Controls, Inc. for an HVAC renovation project for Thalia Mara Hall; and

**WHEREAS**, the agreement called for the replacement of specified air handling units, boilers, fan coil units, HVAC controls, the incorporation of additional life safety equipment and lighting improvements; and

**WHEREAS**, the City entered into a five (5) year service agreement with Johnson Controls, Inc. in 2014 to properly maintain and sustain the new equipment; and

**WHEREAS**, the City of Jackson completed projects authorized by energy performance contracts which included planned service agreements for specified equipment at Central Fire Station, Police Training Academy, and the Arts Center buildings with Johnson Controls, Inc.; and

**WHEREAS**, the Department of Public Works recommends accepting a planned service agreement to continue to properly maintain and sustain the equipment as Johnson Controls, Inc. has extensive knowledge of the installed equipment and best practices for maintaining it, which will result in the equipment lasting longer and ultimately saving the City from premature replacement costs; and

**WHEREAS**, the Department of Public Works recommends accepting a planned service agreement that includes Thalia Mara Hall, Central Fire Station, Police Training Academy and Arts Center buildings.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Planned Services Agreement between the City of Jackson and Johnson Controls, Inc. to provide regularly scheduled maintenance for certain equipment at Thalia Mara Hall, Central Fire Station, the Police Training Academy, and the Arts Center buildings for a three (3) year term with options for two (2) additional one (1) year terms, in the following annual amounts:

<b>Year</b>	<b>Amount to JCI</b>	<b>% Increase YOY</b>
<b>1</b>	<b>\$148,438</b>	<b>0</b>
<b>2</b>	<b>\$154,370</b>	<b>4</b>
<b>3</b>	<b>\$160,545</b>	<b>4</b>
<b>4</b>	<b>\$166,967</b>	<b>4</b>
<b>5</b>	<b>\$173,645</b>	<b>4</b>

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

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

Nays - Banks.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER TGR-0250-00(047) LPA/107200-801000.**

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc., for the State Street TIGER Project; and

**WHEREAS**, during construction, the City determined that additional work was needed on the downstream headwall at the box culvert near Fire Station #7 to improve water flow and provide pedestrian/bicycle safety measures; and

**WHEREAS**, during construction, the City and contractor discovered that the subbase between Meadowbrook Road and Northside Drive consisted of high quality materials instead of yazoo clay, but the subbase required lime treatment; and

**WHEREAS**, the proposed Supplemental Agreement #1 adds pay items to provide for lime treatment and box culvert work while decreasing the contract cost by \$272,215.00 and adds 30 calendar days to the project time to account for the extra work.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of Hemphill Construction Company, Inc. for the construction of the State Street TIGER Project, Federal Aid Project Number TGR-0250-00(047) LPA/107200-801000, decreasing the contract cost by \$272,215.00 to a new contract amount of \$19,352,650.45 and increasing the contract time by 30 calendar days to a new completion date of May 6<sup>th</sup>, 2020.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND CONSTRUCTION AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION AS PART OF THE REPLACEMENT OF THE INTERSTATE 20 EASTBOUND BRIDGE OVER INTERSTATE 55 SOUTH.**

**WHEREAS**, the I-20 Eastbound bridge over Interstate 55 South in the City of Jackson is in need of replacement; and

**WHEREAS**, the repair and replacement project would require the closure of ramps leading from I-20 Eastbound and I-55 Northbound to State Street and Gallatin Street to allow for construction of the replacement bridge and associated ramps; and

**WHEREAS**, the Mississippi Transportation Commission (the "Commission") has requested that the City enter into an easement and construction agreement related to detours that will be necessary as part of the bridge repair and replacement project; and

**WHEREAS**, as part of the agreement, the Commission will resurface, maintain, and control Ellis Avenue between I-20 and US 80 in accordance with State Law and with MDOT policy, rules, and regulations, for use as detour route for the duration of the project and detours during the project; and

**WHEREAS**, as part of the agreement, the Commission will return the section of Ellis Avenue to the City for control and maintenance at the conclusion of the project; and

**WHEREAS**, it is in the best interest of the residents of the City of Jackson and the motorists traveling into or through the City of Jackson to enter into an easement and construction agreement with the Commission.

**IT IS, THEREFORE, ORDERED**, that the Mayor is authorized to execute an easement and construction agreement with the Mississippi Transportation Commission for the Repair and Replacement as part of the I-20 eastbound bridge over Interstate 55 South.

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

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

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**ORDER AUTHORIZING THE MAYOR TO APPLY FOR THE WIIN GRANT: ASSISTANCE FOR SMALL AND DISADVANTAGED COMMUNITIES DRINKING WATER GRANT.**

**WHEREAS**, The City of Jackson would like to submit applications to the EPA for the WIIN Grant: Assistance for Small and Disadvantaged Communities Drinking Water Grant; and

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**WHEREAS**, The City of Jackson has identified potential water infrastructure projects at OB Curtis & JH Fewell Water Treatment Plants for consideration under the WIIN Grant: Assistance for Small and Disadvantaged Communities Drinking Water Grant; and

**WHEREAS**, Authorized under the Water Infrastructure Improvements for the Nation Act, the Assistance for Small and Disadvantaged Communities Drinking Water Grant creates a program to assist public water systems in underserved, small and disadvantaged communities meet Safe Drinking Water Act requirements; and

**WHEREAS**, the principal objective of the Grant Program is to support drinking water projects and activities in underserved, small and disadvantaged communities that are unable to finance projects to comply with drinking water regulations under the SDWA. Additionally, the grant funding provides assistance to communities to manage drinking water concerns through household water quality testing, including testing for unregulated water contaminants. Projects and activities eligible for assistance can include infrastructure projects; technical, managerial, and financial capacity building activities; and activities necessary for a state to respond to a contaminant.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute all related documents necessary to submit applications for the WIIN Grant: Assistance for Small and Disadvantaged Communities Drinking Water Grant including no-cost items and a copy of said applications and all other related documents shall be filed for record with the City Clerk.

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

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

Nays - None.

Absent - None.

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**ORDER AUTHORIZING THE MAYOR TO EXERCISE OPTION YEAR 1 OF THE CONTRACT WITH CINTAS CORPORATION FOR CITY UNIFORM RENTAL AND CLEANING.**

**WHEREAS**, in 2017, the City of Jackson entered into a contract with Cintas Corporation for the rental and cleaning of uniforms for City employees; and

**WHEREAS**, the term of the contract with Cintas Corporation is for three years with two one-year options; and

**WHEREAS**, the initial three-year of the contract is about to expire; and

**WHEREAS**, the Department of Public Works, which is the Department responsible for administering the contract for all City employees for which the City provides uniforms recommends that that City exercise the first of the one-year options to extend the contract;

**WHEREAS**, the terms of the option year will remain the same as the terms of the initial three-year contract.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to exercise the first one-year option in the contract with Cintas Corporation for the rental and cleaning of uniforms for City employees.

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

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

Nays - None.

Absent - None.

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**ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/ WATER/SEWER UTILITIES DIVISION.**

**WHEREAS**, certain unanticipated needs and allocation in the amount of \$ 50,000.00 for the rental of equipment have arisen since the adoption of Fiscal Year 2019 – 2020 budget; and

**WHEREAS**, the Fiscal Year 2019 – 2020 budget needs to be revised to provide funding for these unanticipated needs; and

**WHEREAS**, the following funds are being revised:

From	031-522 20 6320	\$ 50,000.00
To	031-522 20 6489	\$ 50,000.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019 – 2020 budget of the Department of Public Works be revised in the amount of \$54,000.00 as follows:

<u>From/To</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	031-522 20 6320	\$ 50,000.00
To	031-521 20 6489	\$50,000.00

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

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

Nays- None.

Absent- Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FUSE. CLOUD FOR TELEPHONE/CALL CENTER/INTERNET SERVICES AND EQUIPMENT FOR THE CITY’S PUBLIC TRANSPORTATION SYSTEM.**

**WHEREAS**, by order entered on August 25, 2015, found at Minute Book 6-H, pages 611-612, the governing authorized the Mayor to execute an Agreement with Broadband Voice (now known as Fuse.Cloud) to provide telephone/call center/internet services and equipment for the City’s public transportation system (JTRAN); and

**WHEREAS**, Fuse.Cloud provided said services from September 1, 2015, through September 30, 2018, in accordance with the governing authorities’ authorization; and

**WHEREAS**, after expiration of the term of the Agreement, Fuse.Cloud continued to provide the telephone/call center/internet services through April 30, 2020; and

**WHEREAS**, on April 14, 2020, the governing authorities ratified the procurement of services from Fuse.Cloud and authorized payment to said vendor; and

**WHEREAS**, the telephone/call center/internet services and equipment is reasonably required for efficient operation of the transit system under local and federal policies which provides quality and efficient service delivery as support by the City; and

**WHEREAS**, the Department of Planning and Economic Development, through its Transit Division, has determined that an agreement with Fuse.Cloud to provide the services through October 31, 2020, will service the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitively pricing of similar services.

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**IT IS THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Fuse.Cloud for telephone/call center/internet services and equipment for the City's transportation system for a period not to exceed six (6) months beginning May 1, 2020 and expiring at midnight on October 31, 2020 at a rate of \$3,366.50 monthly and \$2,276 one-time charge for replacement of system equipment upgrade.

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

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

Nays- None.

Absent- None.

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There came on for consideration Agenda Item No.34:

**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.

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There came on for consideration Agenda Item No. 35:

**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.

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There came on for consideration Agenda Item No. 36:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY.** Said item was tabled until a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 37:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR PJ'S COFFEE OF NEW ORLEANS TO ERECT A 15 SQUARE FOOT MONUMENT SIGN AT 6 FEET IN HEIGHT AT FIVE FEET FROM THE PUBLIC RIGHT-OF-WAY WITHIN A UTC ZONE WHICH REQUIRE MONUMENT SIGNS TO BE TEN FEET FROM THE PUBLIC RIGHT-OF-WAY.** Said item was tabled until a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 38:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE.** Said item was tabled until a Special Council Meeting to be held at a later date.

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There came on for consideration Agenda Item No. 39:

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR NURSERY RHYMES TO ERECT TWO BUILDING SIGNS TOTALING 71 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE.** Said item was tabled until a Special Council Meeting to be held at a later date.

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**ORDER RATIFYING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF JACKSON, MISSISSIPPI ("COJ"), CENTRAL MISSISSIPPI CIVIC IMPROVEMENT ASSOCIATION D/B/A AS JACKSON HINDS COMPREHENSIVE HEALTH CENTER ("JHCHC") AND THE MISSISSIPPI STATE DEPARTMENT OF HEALTH ("MSDH") FOR TESTING OF CITY FIRST RESPONDERS AND RESIDENTS FOR COVID-19.**

**WHEREAS**, the JHCHC is a federally qualified health center and receives federal grant funds awarded by the United States Department of Health and Human Services, Bureau of Primary Health Care pursuant to Section 330 of the Public Health Service Act, to provide a full spectrum of primary and preventative health care services to medically underserved populations; and

**WHEREAS**, the City is a municipal corporation and a political subdivision of the State of Mississippi; and

**WHEREAS**, the Mississippi State Department of Health is an agency of the State of Mississippi responsible for protecting, advancing, and promoting health in the State of Mississippi; and

**WHEREAS**, national, state, and local emergency declarations have been issued as a result of the COVID-19 pandemic; and

**WHEREAS**, the City of Jackson is located in Hinds County, Mississippi, which has the largest number of COVID-19 cases reported in the State of Mississippi; and

**WHEREAS**, cases of COVID-19 have accelerated throughout the local community, even in the face of efforts to control its spread; and

**WHEREAS**, personal hygiene, social distancing, and movement restrictions, while important, are not enough to extinguish the pandemic; and

**WHEREAS**, one of the most effective ways to prevent infections and save lives is breaking the chains transmission, and to do that, there must be aggressive and widespread testing and isolation; and

**WHEREAS**, testing allows medical professionals to identify who possibly have the disease and arrange for them to receive the care needed; and

**WHEREAS**, it has been reported that asymptomatic individuals are capable of transmitting COVID-19; and

**WHEREAS**, the governing authorities for the City of Jackson's measures to prevent the spread of COVID-19 were proactive and included the securing of 6000 Logix Smart test kits from a local distributor; and

**WHEREAS**, in addition to the afore-mentioned 6000 Logix Smart test kits, an additional 6000 tests will be secured by the coordinated efforts of the City of Jackson and JCHCC from LabCorp;

**WHEREAS**, the City of Jackson intends for 510 of the Logix Smart tests procured to be allocated for the testing of detainees located within facilities of the Hinds County Sheriff's Department; and

**WHEREAS**, the City of Jackson also would like to have its first responders tested for COVID-19 for the purpose of serving the interest of public health and public safety; and

**WHEREAS**, the City of Jackson also would like to fill gaps in testing available for citizens of the City of Jackson; and

**WHEREAS**, the Parties have determined that there is a significant need for creating a collaboration among the Parties in order to provide greater access to health and social services, especially access to Coronavirus testing, regardless of ability to pay or health insurance status; and

**WHEREAS**, the Parties desire to establish a formal collaboration through which first responders of the City and residents of the City of Jackson are tested and if needed, receive follow-up healthcare guidelines and instructions related to a COVID-19 diagnosis; and

**WHEREAS**, Section 33-15-17(c) of the Mississippi Code authorizes the City of Jackson to appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes, provide for the health and safety of persons, including emergency assistance to victims of a man-made, technological, or natural disaster and direct and coordinate the development of emergency plans and programs in accordance with plans and policies set by the federal and state emergency management agencies; and

**WHEREAS**, Section 33-15-17(c)(4) authorizes the municipality to donate public funds, supplies, labor and equipment to assist any governmental entity, county, or municipality in which a disaster occurs; and

**WHEREAS**, in furtherance of the Parties' interests to protect life and provide greater access to health and social services, especially access to Coronavirus testing, regardless of ability to pay or health insurance status, a Memorandum of Agreement was entered into by the Parties; and

**WHEREAS**, the City agreed in the MOA to deliver to the Mississippi State Department of Health the 6000 Logix Smart test kits purchased from a local distributor, which will be used to analyze the presence of COVID-19 in specimens submitted by JHCHC; and

**WHEREAS**, the City agreed in the MOA to share costs incurred by JHCHC for the testing of uninsured and underinsured persons, who are tested pursuant to the MOA; and

**WHEREAS**, JHCHC agreed in the MOA to perform swabs on a total of 670 first responders employed in the City of Jackson's police and fire departments and will send the swabs to the MSDH for analysis using the Logix Smart test kits provided by the City; and

**WHEREAS**, JHCHC agreed in the MOA to perform swabs on 10,820 residents of the City of Jackson and will send 4,820 resident swabs to the MSDH for analysis using the Logix Smart test kits provided by the City. The remaining 6000 resident swabs will be sent to LabCorp for analysis using the tests secured by the collective effort of the City and Jackson Hinds Comprehensive Health from LabCorp; and

**WHEREAS**, JHCHC agreed in the MOA to provide COVID-19 health protocols for those individuals who are tested at the sites; and

**WHEREAS**, JHCHC agreed in the MOA that it may share equally with the City the costs of testing performed for the 10,280 individuals who are uninsured or underinsured; and

**WHEREAS**, JHCHC agreed in the MOA to bill the health plan of the first responders tested and will not send any bill to the first responders; and

**WHEREAS**, JHCHC agreed in the MOA to supply the personnel, instruments and materials required for conducting the swab; and

**WHEREAS**, JHCHC agreed in the MOA to obtain all necessary consents, waivers, and releases for treatment, testing, and provision of services and shall comply with federal regulations including but not limited to the HIPPA. JHCHC shall request each first responder to execute a release form so that information related to the testing of first responders can be shared with the City, namely the Chief of Police and Chief of Fire; and

**WHEREAS**, the MSDH agreed in the MOA to receive from JHCHC swabs taken from 670 first responders of the City of Jackson and 4820 residents of the City of Jackson and conduct an analysis for the presence of COVID-19 using the LOGIX Smart test kits delivered to it by the City of Jackson; and

**WHEREAS**, the City of Jackson contemplates that swabs will be taken of 510 detainees within facilities of the Hinds County Sheriff's Office and MSDH will analyze the swabs using the LOGIX Smart test kits; and

**WHEREAS**, the parties entered into the Memorandum of Agreement consistent with the provisions of Section 33-15-17 and the declared emergencies resulting from the COVID-19 pandemic.

**IT IS, THEREFORE, ORDERED** that the Jackson City Council ratifies the herein described Agreement with JHCHC and the MSDH which has been executed by the Mayor.

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

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

Nays - None.

Absent - None.

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There came on for consideration Agenda Item No. 41:

**ORDER RATIFYING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND A MUTUAL NONDISCLOSURE AGREEMENT WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH.** Said item was pulled by **Mayor Chokwe Antar Lumumba.**

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**ORDER AUTHORIZING THE CITY OF JACKSON, MISSISSIPPI, TO PAY THAT ATTORNEY FEES ON BEHALF OF FORMER JPD OFFICER KENNETH SHORT IN THE MATTER OF ROBERT CHAMBERS VS THE CITY OF JACKSON, et al. UNITED STATES FEDERAL DISTRICT COURT SOUTHERN DISTRICT OF MISSISSIPPI CASE NO. 3:20-CV-58-CWR-LRA.**

**WHEREAS**, Mr. Robert Chambers filed a federal civil rights lawsuit against the City of Jackson and former JPD Officer Kenneth Short and others on January 30, 2020 from an alleged incident occurring on May 4, 2017; and

**WHEREAS**, the Plaintiff, Robert Chambers has sued Officer Short in both his official and individual capacities, and the office of City Attorney believes there is a high risk of a conflict of interest in the representation of Officer Short in both capacities inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

**WHEREAS**, pursuant to §25-1-47(1) of the Mississippi Code Annotated (1972), as amended, and other laws, the City is authorized and empowered, within its discretion, to investigate and provide legal counsel for the defense of the civil claims brought against Officer Short as a result of his actions while acting in capacity as an officer, and the City is authorized to pay for all costs and expenses incident to such investigation and defense; and

**WHEREAS**, Officer Short's membership in the Police Benevolent Association (PBA) expired after he voluntarily left the employment of the City in 2018; however, he still desires to be represented by the Firm of Danks, Miller, and Cory (usually retained by PBA members) to represent him; and

**WHEREAS**, said law firm of Danks, Miller and Cory, ordinarily and regularly represent JPD officers who are PBA members, said firm has agreed to represent Officer Short at a discounted rate of \$160/hour, the aggregate amount not to exceed Ten Thousand Dollars (\$10,000.00), excluding reasonable expenses, without City Council approval; and

**WHEREAS**, further details and conditions of the proposed agreement are specified in "Exhibit A" attached hereto, and made a part of this Order by reference; and

**WHEREAS**, it is in the best interest of both the City and Officer Short that Officer Short be represented by Danks, Miller and Cory.

**IT IS, THEREFORE, ORDERED** that the City is hereby authorized to enter into the attached agreement, "Exhibit A", wherein it agrees to pay Danks, Miller and Cory to represent Officer Short at a rate of \$160.00/hour with the with the aggregate amount not to exceed Ten Thousand Dollars (\$10,000.00), excluding reasonable expenses, without City Council approval.

**IT IS FURTHER ORDERED** this Order be attached and accepted as an addendum to the proposed agreement attached hereto as, "Exhibit A."

**Exhibit A**

**DANKS  
MILLER  
CORY**  
ATTORNEYS AT LAW

Mailing address:  
Post Office Box 1759  
Jackson, Mississippi 39215-1759  
Telephone: (601) 957-3101

Physical Address:  
213 South Lamar Street  
Jackson, Mississippi 39201  
Facsimile: (601) 957-3160

Michael V. Cory, Jr.  
mc@dmlclaw.net

May 5, 2020

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi  
219 S. President Street  
Jackson, Mississippi 39205

Re: Chambers v. City of Jackson and Officer Kenneth Short, Cause No. 18-630

Dear Mayor Lumumba:

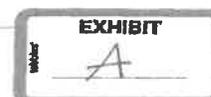
This is a proposed engagement letter with respect to my possible representation of Kenneth Short in the above referenced lawsuit. This will describe the basis on which I would agree to defend Mr. Short. Accordingly, I submit for your approval the following provisions governing my engagement. If you have any questions about these provisions or if you would like to discuss possible modifications, please let me know.

My billable hourly rate for providing legal services in this matter would be a reduced rate of \$160.00 an hour. During the course of my representation, I will send monthly statements to the City documenting legal services rendered and any approved out of pocket expenses during the preceding month. These statements will include an itemized description of the specific work performed and an itemized description of the out of pocket costs advanced.

The City in agreeing to pay my reasonable fees understands that my client would be Mr. Short. In representing Mr. Short, I will work closely with the City's attorneys to avoid duplication of work. The City would have the right to terminate this agreement to pay my attorney fees by giving 30 days written notice. My representation of Mr. Short under this agreement would be subject to Mr. Short giving me his written approval and consent to the fee payment arrangement.

As you are also aware, my firm and I have represented many other companies and individuals in matters involving the City and its various departments. It is therefore possible that some of our present or future clients will have disputes with the City. As a condition to my undertaking the representation of Mr. Short, the City agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter so long as we have

An Association of Professional Corporations



not obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the City.

In the course of this lawsuit, it may become necessary for one or more experts to be retained. Subject to City pre-approval, I will bill the City for the experts' services as a separately itemized expense on the Firms' monthly invoice.

If the forgoing meets with your approval, please indicate your acceptance by signing this letter in the space below. Please return the original to me and retain a copy for your records.

Sincerely,

DANKS, MILLER & CORY



MICHAEL V. CORY, JR

Dated this the \_\_\_ day of May 2020.

\_\_\_\_\_  
Mayor Chokwe Antar Lumumba

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

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

Nays - None.

Absent -Lindsay.

**Note: President Lindsay** left the meeting during discussion.

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There came on for consideration Agenda Item No. 43:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE PAYMENT OF SIX HUNDRED DOLLARS FOR CITY EMPLOYEES DECLARED ESSENTIAL AND WHO WORKED DURING THE COVID-19 PANDEMIC.** Said item was pulled by **Council Member Stokes**.

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE OFFER OF AWARD OF TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF PERSON(S) RESPONSIBLE FOR THE MURDER OF FIVE YEAR OLD QUEENYANNA DAVIS.**

**WHEREAS**, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the murder of the innocent child, Queenyanna Davis, in a heinous crime in the City of Jackson requires all efforts to bring those responsible to justice; and

**WHEREAS**, the Mother and loved ones of little Queenyanna Davis are asking for the help of the City of Jackson to help solve a crime that no mother should have to suffer; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the person(s) responsible for the murder of the child, Queenyanna Davis, be brought to justice.

**THEREFORE, IT IS HEREBY ORDERED**, the City Council of Jackson, Mississippi hereby authorizes the offer of an award of Twenty-Five Hundred Dollars (\$2,500.00) for information leading to the arrest and conviction of person(s) responsible for the murder of five year old Queenyanna Davis.

**SO ORDERED**, this the 12<sup>th</sup> day of May, 2020.

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

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

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**President Lindsay** returned to the meeting during discussion.

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**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; Cany 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**, the Jackson City Council, on March 17, 2020 and April 14, 2020, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

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

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

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

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

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2019-2020 BUDGET TO RESTORE THE MONIES RECEIVED FROM THE GRAND GULF NUCLEAR STATION.**

**WHEREAS**, the City of Jackson, Mississippi receives approximately \$1.6 million every year from the Grand Gulf Nuclear Station for emergency planning along the Highway 18 corridor which is designated as one of the evacuation routes for the Grand Gulf Nuclear Station; and

**WHEREAS**, said revenue has historically been utilized as part of the General Fund to fund city programs and services; and

**WHEREAS**, the City Council of Jackson, Mississippi agrees that said funds should be used for its intended purpose.

**IT IS THEREFORE ORDERED** by the City Council of Jackson, Mississippi that the fiscal year 2019-2020 budget be revised to transfer \$ 4,800,000.00 from Account Number 001-5899, the Applied Fund Balance and placed into Fund 365, the Grand Gulf Emergency Planning Improvement Fund, effective immediately.

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**President Lindsay** recognized **Council Member Foote**, who stated that an amendment was needed to change amount in the, it is therefore ordered paragraph to change amount from "\$4,800, 000.00" to "\$1,600,000".

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**Council Member Foote** moved; seconded by **Council Member Stamps** to amend said order to reflect the changes as stated by **Council Member Foote**. The motion prevailed by the following vote:

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

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

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2019-2020 BUDGET TO RESTORE THE MONIES RECEIVED FROM THE GRAND GULF NUCLEAR STATION.**

**V E T O**

**WHEREAS**, the City of Jackson, Mississippi receives approximately \$1.6 million every year from the Grand Gulf Nuclear Station for emergency planning along the Highway 18 corridor which is designated as one of the evacuation routes for the Grand Gulf Nuclear Station; and

**WHEREAS**, said revenue has historically been utilized as part of the General Fund to fund city programs and services; and

WHEREAS, the City Council of Jackson, Mississippi agrees that said funds should be used for its intended purpose.

IT IS THEREFORE ORDERED by the City Council of Jackson, Mississippi that the fiscal year 2019-2020 budget be revised to transfer \$ 1,600,000.00 from Account Number 001-5899, the Applied Fund Balance and placed into Fund 365, the Grand Gulf Emergency Planning Improvement Fund, effective immediately.

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

V E T O

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**ORDER AUTHORIZING THE MAYOR TO APPROVE A TRANSFER OF FUNDS FROM CITY OF JACKSON FUND BALANCE TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY THE PEARL RIVER FLOODING AS WELL AS BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY.**

WHEREAS, the City of Jackson has incurred unusual and extraordinary expenses in the fight against Covid-19, as well as in response to the devastating impact of the Pearl River flooding, both of which have occurred over the past six months; and

WHEREAS, the cost to cover these emergencies' expenses incurred by the City of Jackson is \$2,500,000.00, and can only be funded through emergency funding;

IT IS HEREBY ORDERED THAT The Mayor be authorized to approve a transfer of funds from the Fund Balance in the amount of \$2.5 million dollars to pay emergency expenses caused by COVID-19 and the Pearl River flooding within the past 6 months.

President Lindsay moved adoption; Council Member Priester seconded.

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President Lindsay recognized Dr. Robert Blaine, Chief Officer of Administration who gave a brief overview of said item.

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President Lindsay recognized Council Member Stokes, who moved to amend the second line of the header to change "City of Jackson Fund Balance" to read "City of Jackson Emergency Fund"; seconded by Council Member Tillman.

The motion prevailed by the following vote:

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

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

**ORDER AUTHORIZING THE MAYOR TO APPROVE A TRANSFER OF FUNDS FROM CITY OF JACKSON EMERGENCY FUND TO COVER EXPENSES INCURRED DUE TO THE EMERGENCIES CAUSED BY THE PEARL RIVER FLOODING AS WELL AS BY COVID-19 DETECTION, PREVENTION, AND STRATEGIES IMPLEMENTED BY THE CITY.**

WHEREAS, the City of Jackson has incurred unusual and extraordinary expenses in the fight against Covid-19, as well as in response to the devastating impact of the Pearl River flooding, both of which have occurred over the past six months; and

WHEREAS, the cost to cover these emergencies' expenses incurred by the City of Jackson is \$2,500,000.00, and can only be funded through emergency funding; and

**IT IS HEREBY ORDERED THAT** The Mayor be authorized to approve a transfer of funds from the Fund Balance in the amount of \$2.5 million dollars to pay emergency expenses caused by COVID-19 and the Pearl River flooding within the past 6 months.

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

Nays - None.

Abstention - Banks and Stamps.

Absent - None.

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**Council Member Stamps** left the meeting.

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The following reports/announcements were provided during the meeting:

- **Dr. Safiya Omari** announced the following:
  - Encouraged all citizens that experience symptoms of the COVID-19 virus to fill out the symptom collector form online.
  - Encouraged all citizens that are in need of mental health support during this time, to call the Mental Health Warmline at 601-586-3073.

\*\*\*\*\*

**President Lindsay** stated that there was a discussion item needed to be discussed in Executive Session regarding "Personnel Matters".

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**President Lindsay** recognized **Council Member Stokes** who moved, seconded by **Council Member Tillman** to go into Closed Session to discuss Personnel Matters. The motion prevailed by the following vote:

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

Nays- None.

Absent- Stamps.

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**President Lindsay** announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding "Personnel Matters".

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

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

Nays- None.

Absent- Stamps.

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**Council Member Stokes** left the meeting during Executive Session.

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

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

Nays- None.

Absent- Stamps and Stokes.

\*\*\*\*\*

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

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During Executive Session, **Council Member Banks** moved, seconded by **President Lindsay** to add an item to the agenda on an emergency basis.

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

Nays- None.

Absent- Stamps and Stokes.

\*\*\*\*\*

**ORDER APPOINTING CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

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

**WHEREAS**, the position of Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Shanekia Mosley* is a suitable person to serve as Clerk of the Council.

**IT IS HEREBY ORDERED** that *Shanekia* shall be appointed to serve as Clerk of the Council commencing on May 20, 2020.

**IT IS HEREBY ORDERED** that *Shanekia Mosley* upon commencement of service as Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid *Shanekia Mosley* upon commencement of service as Clerk of Council shall be \_\_\_\_\_ excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Mosley's* tenure as Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Shanekia Mosley* as Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Shanekia Mosley* as Clerk of the Council.

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

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**President Lindsay** recognized **Council Member Banks**, who moved to make an amendment to Order to appoint *Shanekia Mosley* as Clerk of Council with a salary of \$57,788.22, seconded by **Council Member Priester**.

The motion failed by the following vote:

Yeas – Banks and Priester.

Nays – Foote, Lindsay and Tillman.

Absent – Stamps and Stokes.

**Note:** Said item failed due to lack of majority of vote.

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During Executive Session, **President Lindsay** moved, seconded by **Council Member Tillman** to add another item to the agenda on an emergency basis.

The vote failed by the following vote:

Yeas- Foote, Lindsay, Priester, and Tillman.

Nays- Banks.

Absent- Stamps and Stokes.

**Note:** Said item failed due to lack of a unanimous vote.

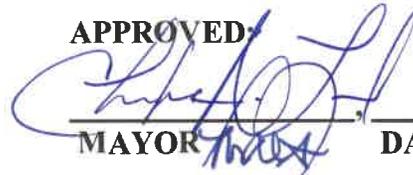
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There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council meeting at 10:00 a.m. on May 19, 2020. At 3:16 p.m., the Council stood adjourned.

PREPARED BY:

  
CLERK OF COUNCIL

APPROVED:

 6/5/2020  
MAYOR DATE

ATTEST:

  
CITY CLERK

\*\*\*\*\*

**Mayor's Veto and Objection to Acceptance of the Following Order:**

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2019-2020 BUDGET TO RESTORE THE MONIES RECEIVED FROM THE GRAND GULF NUCLEAR STATION**

On Tuesday, May 12, 2020, the City Council of the City of Jackson, Mississippi ("Council"), approved and passed an order revising the Fiscal Year 2019-2020 budget to restore monies received from the Grand Gulf Nuclear Station. Said order revised the Fiscal Year 2019-2020 budget to transfer \$1,600,000.00 from Account Number 001-5899, the Applied Fund Balance, to be placed in Fund 365, the Grand Gulf Emergency Planning Improvement Fund, effective immediately.

I wish to exercise my veto authority vested by Section 21-8-17(2) of the Mississippi Code of 1972, as amended, with regard to the order referenced above. In my opinion, the adoption of the referenced order was premature. A council member suggested that the funds for the referenced transfer have become available as a result of the recent Siemens lawsuit settlement. I want to be clear. I'm not against the development or the improvements we need to make. However, I am against a decision by the council that makes the budget unbalanced and puts the City in jeopardy with state law. We (the City of Jackson) have to fix the water billing system, and the funds received from the Siemen's settlement are needed to fix the system.

Therefore, I find that the best interests of the citizens of the City of Jackson will be served by a veto of the foregoing order passed by the Council on May 12, 2020. Please mark this item on the official minutes as vetoed as of this date.

  
CHOKWE ANTAR LUMUMBA  
MAYOR, CITY OF JACKSON, MS