

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 4, 2020 10:00 A.M.**

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 4, 2020, being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Charles Tillman, Vice President, Ward 5; Ashby Foote, Ward 1; Melvin Priester, Ward 2; Kenneth Stokes, Ward 3; De'Keither Stamps, Ward 4 (via teleconference); and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley, Clerk of Council; John W. Carroll, Sr., Chief Deputy Clerk of Council and Timothy Howard, City Attorney.

Absent: None.

The meeting was called to order by **President Aaron Banks**.

The invocation was offered by **Pastor Maxine Gray** of the Exodus Assembly (via teleconference).

The Council recited the Pledge of Allegiance.

The meeting was opened in honor of the following individuals:

- **Richard "Jabo" Green**
- **P.J. Williams**

President Banks acknowledged the 88th Birthday of **Vice-President Tillman**.

President Banks requested that Agenda Item No. 10 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH CARROLL WARREN & PARKER PLLC TO REPRESENT THE CITY IN THE CITY OF BYRAM, MISSISSIPPI V. CITY OF JACKSON, MISSISSIPPI FILED IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI.

WHEREAS, the City of Jackson seeks representation involving annexation, specifically in the lawsuit styled *City of Byram, Mississippi v. City of Jackson, Mississippi, et al.*, Cause No. 2020-cv-00745 G/2, filed in the Chancery Court of Hinds County, Mississippi, which requires expertise and training specific to this area of law; and

WHEREAS, the City seeks to defend its interest, and to also possibly expand its boundaries; and

WHEREAS, the City of Jackson seeks to execute an Engagement Agreement with the law firm of Carroll Warren & Parker PLLC to represent the City in this lawsuit, as well as possible expansion of the City's boundaries, as well as any other matters related to the same; and

WHEREAS, the Agreement will specify an hourly rate of \$250.00 for a Senior Partner; an hourly rate of \$200.00 for all other attorneys; and an hourly rate of \$60.00 for paralegals; and

WHEREAS, the Agreement will specify that the Firm's legal services will be billed at the rates set forth above in an amount not to exceed \$85,000, including expenses and litigation costs, with travel charged at 58 cents per mile; and

WHEREAS, the City believes it is in the City's best interest of the City to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Engagement Agreement with the law firm of Warren & Parker PLLC to represent the City in the lawsuit styled *City of Byram, Mississippi v. City of Jackson, Mississippi*, Cause No. 2020-cv-00745 G/2, filed in the Chancery Court of Hinds County, Mississippi, as well as in the City's consideration of potential expansion of the City's boundaries, in an amount not to exceed \$85,000, (without proper authorization by the City Council) including expenses and litigation costs, with travel charged at 58 cents per mile.

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

President Banks recognized **Council Member Priester** who moved; seconded by **Council Member Lindsay** to go into Closed Session to discuss litigation. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session to discuss Litigation Matters related to annexation.

During Closed Session, **Council Member Tillman** moved, seconded by **Council Member Lindsay** to go into Executive Session to discuss Litigation related to annexation. The motion prevailed by the following vote:

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

During Executive Session, the Council voted on said item as follows:

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

During Executive Session, **President Banks** requested that Agenda Items No. 31 and 33 be moved up on the agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "WAYNE E. FERRELL, JR. AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO.: G2015-1162.

WHEREAS, on October 14, 2016, Plaintiffs filed an Amended Complaint naming the City of Jackson, Mississippi as one of the defendants, alleging breach of contract, conspiracy, and a violation of City Ordinance in the case styled, "Wayne Ferrell, Jr.; and Tombigbee Court, LLC v. City of Jackson, et al.," In the Chancery Court of the First Judicial District of Hinds County, Mississippi, Cause No. G2015-1162; and

WHEREAS, on July 8, 2020, the parties participated in a status conference with the Judge. The parties, through counsel, discussed settlement of this matter and have reached a proposed agreement to settle the aforementioned lawsuit styled "WAYNE E. FERRELL, JR.; AND TOMBIGBEE COURT, LLC VS. CITY OF JACKSON, ET AL." IN THE CHANCERY COURT

OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Cause No.: G2015-1162; and

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorney Chuck McCray, in return for a complete release of the City and Entry of an Agreed Order of Dismissal with prejudice; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle the claims by granting exclusive use to Plaintiffs of two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years; and

WHEREAS, the agreement between the City and the Plaintiffs shall specify that the City will not be responsible for the enforcement of said parking spaces and Plaintiffs shall indemnify the City regarding any disputes surrounding the enforcement of said parking spaces; and

WHEREAS, the agreement between the City and the Plaintiffs shall specify that the grant of use of the four parking spaces for a period of five years, on Congress Street to Plaintiffs, is not transferable nor renewable.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi may, in an effort to settle this matter and release the City from any and all liability, grant exclusive use to Plaintiffs of two metered parking spaces and two subsequently developed parking spaces, on Congress Street, for a period not to exceed five years, with said agreement specifying that the City will not be responsible for the enforcement of the parking spaces; that the Plaintiffs shall indemnify the City regarding any disputes surrounding the enforcement of the parking spaces; and that the agreement itself is not transferrable or renewable.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “MELODEE THOMPSON ET AL. VS. THE CITY OF JACKSON, ET AL.” IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:17-CV-00986 CWR-FKB.

WHEREAS, on December 7, 2017, a Complaint was filed naming the City of Jackson, Mississippi; Officer Brandon Caston, in his official and individual capacity; Officer Adelbert Moore, in his official and individual capacity; Officer Kourtney Kelly, in her official and individual capacity; and Officer Jason Miller, in his official and individual capacity, as Defendants, alleging unreasonable seizure under the Fourth and Fourteenth Amendments pursuant to 42 U.S.C. § 1983, excessive force, and numerous state law claims styled, “Melodee Thompson, et al. vs. City of Jackson, et al.”, In the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No. 3:17-cv-00986 CWR-FKB; and

WHEREAS, on July 22, 2020, the parties, through counsel, participated in a settlement conference where the parties negotiated and after which reached a proposed agreement to settle the aforementioned lawsuit styled MELODEE THOMPSON, ET AL. V. CITY OF JACKSON, ET AL., IN THE DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO. 3:17-cv-00986 CWR-FKB; and

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiffs and their attorneys Carlos Moore and Michael Carr, in return

for a complete release of the City, Officer Kourtney Kelly, Officer Brandon Caston, and Officer Adelbert Moore, and Entry of an Agreed Order of Dismissal; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi or any of the named Defendants in their individual capacities; and

WHEREAS, based on the economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle all claims in an amount not to exceed \$25,000 in attorney's fees and other compensatory damages.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed \$25,000.00 to Plaintiffs and their attorneys in return for a complete release of the City and the named officers, in his individual capacities, from any and all liability.

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

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

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

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

President Banks announced to the public that the Council voted to come out of Executive Session and action was taken on Agenda Items No. 10, 31 and 33.

President Banks recognized **Council Member Stokes** who requested that Agenda Item No. 41 be moved forward on the agenda. Hearing no objections, the following was discussed:

DISCUSSION: LAKE HICO: **President Banks** recognized **Louis Wright**, Customer Service Manager for Entergy of Mississippi, who provided the Council with a brief overview of the closing of the Rex Brown Steamer Electric Station, and how the process will impact the surrounding area.

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE CAPITAL CITY CONVENTION CENTER COMMISSION'S ACCEPTANCE OF A PROPOSAL SUBMITTED FOR THE MANAGEMENT AND MARKETING OF THE CAPITAL CITY CONVENTION CENTER FACILITIES.

WHEREAS, the Capital Center Convention Center Commission issued a Request for Proposals dated December 3, 2019 for the management and marketing of the Capital City Convention Center Facilities; and

WHEREAS, OVG Facilities, LLC, a Delaware Limited Liability Company, submitted a proposal in response to the request; and

WHEREAS, OVG Facilities, LLC is a wholly-owned facility management subsidiary of Oak View Group, an American global advisory development and investment company for sports and live entertainment; and

WHEREAS, the Capital Center Convention Center Commission forwarded to the City a Notice of Intent Letter dated July 1, 2020 advising of the Commission’s intent to accept the proposal submitted by OVG Facilities, LLC; and

WHEREAS, there is a provision in the Request for Proposals which conditions acceptance of a proposal by the Commission upon approval of the proposal by the City of Jackson; and

WHEREAS, notwithstanding said provision, the City of Jackson is not involved in any contract negotiations between the Commission and any proposer and not a party to any contract between the Commission and a selected proposer; and

WHEREAS, the City of Jackson acts through its governing authorities, which consists of the Mayor and Jackson City Council collectively based on the Mayor-Council form of government; and

WHEREAS, the Mayor of the City of Jackson, Chokwe Antar Lumumba, after due consideration approves of the acceptance of the proposal by OVG Facilities, LLC and recommends that the Jackson Council do likewise by passing this Resolution.

NOW THEREFORE BE IT HEREBY RESOLVED that after due consideration, the Jackson City Council accepts the recommendation of the Mayor and approves of the Capital City Convention Center Commission’s acceptance of the proposal submitted by OVG Facilities, LLC for the management and marketing of the Capital City Convention Center Facilities, in response to the Request for Proposals dated December 3, 2019.

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

President Banks recognized **Attorney Charlene Priester**, Legal Counsel for the Jackson Convention Center, who introduced **Cheryl Garnett**, a representative of OVG Facilities, LLC, who provided a brief overview of the services that will be provided as the new management company for the Jackson Convention Center.

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

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

Note: Council Member recused himself and left the room prior to discussion of said item.

Council Member Tillman left the meeting.

RESOLUTION AMENDING ADJUDICATED COSTS AND PENALTIES TOTALING \$12,117.69 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, JULY 23, 2019, AUGUST 6, 2019, AND AUGUST 20, 2019 IN THE FOLLOWING CASES:

- 2017-1719 2018-2060 2018-2063 2018-1166 2019-1217 2019-1277**

WHEREAS, Administrative Hearings were held September 19, 2017, May 22, 2018, January 8, 2019, June 18, 2019, July 9, 2019, and August 6, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on March 27, 2018, March 19, 2019, July 23, 2019, August 6, 2019, and August 20, 2019 the governing authorities for the City of Jackson passed resolutions approving

recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations; and

WHEREAS, on October 15, 2019, November 26, 2019, and February 18, 2020, the governing authorities for the City of Jackson passed resolutions adjudicating costs and penalties for the cleaning of parcels with case numbers 2017-1719, 2018-2060, 2018-2063, 2018-1166, 2019-1217 and 2019-1277; and

WHEREAS, corrections are required before filing of lis pendens in said cases;

NOW BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following cases:

Case No.	Assessed Owner	Address/Zip	Parcel #	Cost	En. Adm. Cost	Penalty Cost	Total	Work Completed	PREVIOUS EBR OR
2017 1719	Adar Holdings LLC 405 N. 115th St STE 100 Omaha NE 68154	Lot 2144 & 2102 Thousand Oaks Dr/ 39212	4838 580 15	\$1,180.55	\$111.05	\$300.00	\$1,721.61	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean outside.	PARCEL 4838-580-15
2018 2060	Ingersol Financial LLC 1100 Lake Destiny Rd STE 450 Moultrie R. 32751	913 Whinn St/ 39204	211 362	\$2,372.00	\$237.20	\$300.00	\$3,009.20	Board up/secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts/limbs), wooden boards/crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.	RAYFORD PROPERTIES LLC 2074 TRUMAN LN OAKLEY GA 30221
2018 2063	Washington Robert Est & Carina 2318 Paden St Jackson MS 39209	2318 Paden St/ 39204	210 34	\$1,271.25	\$127.13	\$500.00	\$1,998.38	Board up/secure house; cut grass/weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree (limbs/parts), wooden boards/crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.	DELTA BANK 1681 WORTHINGTON RD STE 100 WEST PALM BEACH FL 33409 ADDRESS 2318 PADEN ST.
2018 1366	McGee Paulose 2951 Woodbine Jackson MS 39212	2951 Woodbine St/ 39112	619 32	\$870.00	\$87.00	\$300.00	\$1,457.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, appliances, building materials, old bricks, tires. Clean curbside.	TYLERD LLC P O BOX 207 REC OAK GA 30272
2019 1217	Berry Shamela L P O Box 15084 Hartshurg MS 39404	2010 Ark Woods Blvd/ 39204	213 112	\$1,425.00	\$142.50	\$300.00	\$2,057.50	Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.	DIORIS US CO PO BOX P O BOX 1006 JACKSON MS 39215
2019 1277	King CB Arian Finances C Chambliss 5113 Tarryton Pl Jackson MS 39206	Lot E of 146 E. Cohea St/39202	72 76	\$1,240.00	\$124.00	\$300.00	\$1,864.00	Cutting of grass, weeds, bushes, shrubbery, saplings, fence line, and removing of trash and debris, tires, clean outside.	LEFTON WILLIAM A ET AL U FICEST CAROL G ARNETT 508 HANZING HICKS RD JACKSON MS 39206
							GRAND TOTAL	\$32,117.89	

IT IS FURTHER RESOLVED that the costs and penalties assessed shall become liens against the parcels stated and shall be enrolled in the Office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

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IT IS FURTHER RESOLVED that the tax collector for the City of Jackson shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code of 1972, as amended.

IT IS FURTHER HEREBY RESOLVED that pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended, that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk be authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

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

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

Nays – None.

Absent – Priester and Tillman.

RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,613.61 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, JULY 23, 2019, AUGUST 6, 2019, AUGUST 20, 2019, SEPTEMBER 17, 2019, OCTOBER 1, 2019, OCTOBER 29, 2019, AND NOVEMBER 12, 2019, IN THE FOLLOWING CASES:

2017-2024	2018-1235	2018-1355	2018-1396	2018-2017	2019-1166
2019-1210	2019-1300	2019-1310	2019-1311	2019-1351	2019-1352
2019-1359	2019-1381	2019-1398	2019-1452	2019-1167	

WHEREAS, Administrative Hearings were held, January 23, 2018, August 28, 2018, October 2, 2018, December 18, 2018, June 18, 2019, August 6, 2019, August 27, 2019, September 10, 2019, September 24, 2019, and October 22, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on March 27, 2018, March 19, 2019, May 14, 2019, July 23, 2019, August 6, 2019, August 20, 2019, September 17, 2019, October 1, 2019, October 29, 2019, and November 12, 2019, the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following cases:

**REGULAR MEETING OF THE CITY COUNCIL
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Case No.	Assessed Owner	Address/Zip	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
2017-2024	POWELL EDDIE & ROSIE B 2323 LUDLOW JACKSON MS 39213	2323 Ludlow Ave/ 39213	108-81	\$1,800.00	\$180.00	\$500.00	\$2,480.00	Cutting of grass, weeds and removing of trash and debris remove building materials remove tree limbs cut shrubbery cut fence line remove tree parts cut bushes cut saplings clean curbside remove fallen garage.
2018-1235	Hall Samantha 5649 Concord Dr Jackson MS 39211	5649 Concord Dr/ 39211	552-78	\$804.00	\$80.40	\$500.00	\$1,384.40	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, remove tires, and clean curbside.
2018-1355	Rebuilding Jackson LLC P O Box 1248 Jackson MS 39215	Lot S of 2815 Woodside Dr/ 39212	628-42	\$1,082.88	\$108.29	\$500.00	\$1,691.17	Cutting grass, weeds, shrubbery, fence line, bushes & saplings; removing trash and debris, fallen tree/limbs & parts, wooden boards, crate(s), appliances & old furniture, building materials, old bricks, tires; and cleaning curbside.
2018-1396	Barnes Alice 1229 Park Dr McComb MS 39648	341 Segura Ave/ 39209	119-555	\$831.00	\$83.10	\$500.00	\$1,414.10	Cutting grass, weeds, shrubbery, fence line, bushes & saplings; removing trash, debris, fallen tree parts & limbs, wooden boards, appliances & old furniture, old bricks, tires, inoperable vehicles; and cleaning curbside.
2018-2017	TurnKey Investments Inc 559 Asbury Lane Dr Pearl MS 39208	1445 Gibraltar Dr/ 39204	635-347	\$1,056.80	\$105.68	\$500.00	\$1,662.48	Board up/ secure house; cut grass/weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree (limbs & parts), wooden boards, crates, appliances, old furniture, building materials, old bricks, tires; and clean curbside.
2019-1166	True Wholesale Houses MS LLC 22582 SW Main St #9 Sherwood OR 97140	Formerly 757 Lawrence Rd (Lot E of 737 Lawrence Rd/ 39206)	517-130	\$1,155.00	\$115.50	\$500.00	\$1,770.50	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, appliances/old furniture, tree limbs & parts, tires; and clean curbside.
2019-1210	Pure Life Baptist Church 226 Whitfield St Jackson MS 39212	Formerly 192 Whitfield St (Corner Lot of Whitfield St & Blair St)/ 39202	59-49	\$848.84	\$84.88	\$500.00	\$1,433.72	Cutting of grass, weeds, bushes, sapplings, fence line, and removing of trash and debris, tires, wooden boards, old bricks, clean curbside.
2019-1300	Weeks Properties LLC 1060 E Countyline Rd Ste 3A-248 Ridgeland MS 39157	408 E Northside Dr/ 39206	433-161	\$870.48	\$87.05	\$750.00	\$1,707.53	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1310	Grisham Teresa P O Box 3304 Jackson MS 39204	Formerly 121 E Ash St (Lot E of 111 E Ash St)/ 39202	65-5	\$282.00	\$28.20	\$500.00	\$810.20	Cutting of grass, weeds, shrubbery, fence line, bushes, sapplings, and removing of trash and debris, tires, old furniture, crates, clean curbside.
2019-1311	Grisham Teresa P O Box 3304 Jackson MS 39204	Formerly 123 E Ash St (2nd Lot E of 111 E Ash St)/ 39202	65-6	\$282.00	\$28.20	\$500.00	\$810.20	Cutting of grass, weeds, shrubbery, fence line, bushes, sapplings, and removing of trash and debris, tires, old furniture, crates, clean curbside.
2019-1351	Harrington J B Est C/O Shirley Harrington 3936 Forest Hill Rd Jackson MS 39212	220 Bradley St/ 39209	114-76	\$720.00	\$72.00	\$500.00	\$1,292.00	Cutting of grass, weeds, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, tires, wooden boards, appliances, building material, and clean curbside.
2019-1352	Sherman Johnson Est 224 Bradley St Jackson MS 39209	224 Bradley St/ 39209	114-75	\$540.00	\$54.00	\$500.00	\$1,094.00	Cutting of grass, weeds, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, tires, wooden boards, appliances, building material, and clean curbside.
2019-1359	Travis Myron O & Clarence E & P O Box 132 Tougaloo MS 39174-0132	194 Roosevelt St/ 39202	59-35	\$890.40	\$89.04	\$500.00	\$1,479.44	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, wooden boards/crates, tree limbs & parts, old furniture, tires; and clean curbside.
2019-1381	Turner Cornelius 207 W Amite St #10 Jackson MS 39201	Lot S of 1112 Craft St/ 39209	697-74	\$1,046.50	\$104.65	\$500.00	\$1,651.15	Cutting of grass, weeds, bushes, shrubbery, fence line, sapplings, and removing of trash and debris, tree parts, old furniture, tires, appliances, crates, clean curbside.
2019-1398	Denton Anthony 143 Adelle Ct Jackson MS 39202	143 Adelle Ct/ 39202	59-10-33	\$696.56	\$69.66	\$500.00	\$1,266.22	Board-up and secure house and Cutting of grass, weeds, shrubbery, bushes, fence line, sapplings, and removing of trash and debris, tree parts, tires, building materials, appliances, old furniture, and clean curbside.
2019-1452	Portis Betty P O Box 543 Forest Park GA 30298	Formerly 1076 W Pascagoula St (Lot W of 1122 Pascagoula St)/ 39203	147-74	\$360.00	\$36.00	\$500.00	\$896.00	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1167	Ward Jeremy A 279 Lake Village Dr Madison MS 39110	Formerly 801 Lawrence Rd (Lot E of 777 Lawrence Rd)/ 39206	517-136	\$1,155.00	\$115.50	\$500.00	\$1,770.50	Cut grass, weeds, shrubbery, fence line, bushes, sapplings; remove trash, debris, appliances/old furniture, tires; and clean curbside.
GRAND TOTAL							\$24,613.61	

IT IS FURTHER RESOLVED that the costs and penalties assessed shall become liens against the parcels stated and shall be enrolled in the Office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code as amended.

IT IS FURTHER RESOLVED that pursuant to Section 21-19-11 of Mississippi Code as amended that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk be authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

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

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

Nays – None.

Absent – Priestster and Tillman.

Council Member Priestster returned to the meeting.

There came on for Introduction Agenda Item No. 5:

ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES- CITY EMPLOYEE WAGE REQUIREMENTS. Said item would be placed on the August 18, 2020 agenda for adoption.

There came on for Introduction Agenda Item No. 6:

ORDINANCE PROHIBITING THE USE OF FACIAL RECOGNITION TECHNOLOGY BY THE JACKSON POLICE DEPARTMENT. Said item would be placed on the August 18, 2020 agenda for adoption.

ORDINANCE REPEALING ORDINANCES OF THE CITY OF JACKSON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN REVISED ADDITIONS AND DELETIONS RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CLASSIFIED BUILDINGS AND STRUCTURES WHICH ARE NEW, RENOVATED, ALTERED, OR MODIFIED, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE.

WHEREAS, on February 24, 2015, the City Council approved an ordinance which adopted the 2012 Edition of the International Fire Code together with appendix Chapters A, B, C, D, E, F, G, H, I, J, Section 101.2.1 as published by the International Code Council without additions, deletions, and changes prescribed in Section 58-37; and

WHEREAS, the ordinance approved by the City Council on February 24, 2015 is codified at Section 58-36 of the City of Jackson Code of Ordinances; and

WHEREAS, upon full review and consideration of all matters related to the preservation of life and property, the Jackson Fire Department has determined that the adopted fire code should be repealed and the 2018 edition of the International Fire Code should be adopted together with applicable appendices; and

WHEREAS, upon full review and consideration, the Jackson Fire Department has also determined that the 2018 edition of the International Fire Code when adopted should contain additional provisions related to the installation of sprinkler systems in new, renovated, altered, or modified buildings having a floor area of 5000 or more square feet; and

WHEREAS, the Jackson Fire Department's recommendation concerning the sprinkler systems is based upon information gleaned from reports of the National Fire Protection Association indicating that sprinkler systems have significant effectiveness in reducing damage and loss from fire; and

WHEREAS, upon full review and consideration of the importance of preserving the life of those visiting and occupying commercial structures and also property.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI that the 2015 edition of the International Fire Code adopted by the City Council on February 24, 2015 is hereby repealed in its entirety.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI that the 2018 edition of the International Fire Code published by the International Code Council with appendix Chapters A, B, C, D, E, F, G, H, I, J, Section 101.2.1 shall be adopted.

NOW THEREFORE BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI that the adopted fire code is amended by addition or deletion and shall read as follows:

ARTICLE 1

Section 903.1.1: Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 9.04 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard and approved by the fire marshal.

Section 903.3.1.1.1 Exempt locations. If approved by fire marshal, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.2 Where required. Approved automatic sprinkler systems in commercial new buildings and renovated, altered, or modified commercial buildings shall be provided in the locations described in Sections 903.2.1 through 903.2.10.

Section 903.2 is amended by deleting the Exception:

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The area exceeds 5000 square feet (464m²);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge;
4. The fire area contains a multi theater complex.

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet (464m²);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge.

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m²);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge.

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies where one of the following conditions exists:

1. Throughout all Group E fire areas greater than 5,000 square feet (464m²); in area;
2. Throughout every portion of educational building below the level of exit discharge;

Exception: An automatic sprinkler system is not required in any fire area or area below the level of exist discharge where every classroom throughout the building has at least one exterior exit door at ground level.

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all new, renovated or modified buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where a Group F-1 fire area exceeds 5,000 square feet (464m²);
2. Where a Group F-1 fire area is located more than three stories above grade plane; or
3. Where combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).
4. Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout all new or renovated or modified buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 5,000 square feet (464m²);
2. Where a Group M fire area is located more than three stories above grade plane; or
3. Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet;
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all new, renovated, or modified buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m²);
2. A Group S-1 fire area is located more than three stories above grade plane; or
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²);
4. A Group S-1 fire area used for the storage of commercial trucks or buses where fire area exceeds 5,000 square feet (464m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Section 903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout new, renovated, or modified buildings used as Repair Garages where one of the following conditions exists:

1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m²);
2. One-story buildings with a fire area containing a repair garage exceeding 5000 square feet (464m²);
3. Buildings with a repair garage servicing vehicle parked in the basement;
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5000 square feet (464m²).

Section 903.2.9 shall be amended to add a new **Section 903.2.9.3** which shall read as follows:

Section 903.2.9.3. Self Service Storage Facility. An automatic sprinkler system shall be installed in new, renovated, or modified self-service storage facilities. A screen shall be installed at eighteen (18) inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh not less than one (1) inch nor greater than six (6) inches in size. The screen and its supports shall be installed such that all elements are at least eighteen (18) inches below any sprinkler heads.

Section 903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided in new, renovated, or modified buildings classified as enclosed parking garages in

accordance with Section 406.6 of the International Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 12,000 square feet (1115 m²);
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Section 903.2.11.7. High Combustible Storage. For buildings with a clear height exceeding 12 feet (4,572 mm) see Chapter 32 to determine if those provisions apply.

Section 903.2.11.8. Spray booths and rooms. New, renovated, or modified spray booths and spraying rooms shall be protected by an approved automatic fire extinguishing system.

Section 903.2.11.9. Buildings over 5,000 square feet. An automatic sprinkler system shall be installed in new buildings over 5,000 square feet and in existing buildings that are renovated, modified, or enlarged to greater than 5,000 square feet. For the purpose of this provision, fire walls, fire barriers, or horizontal assemblies shall not define separate buildings.

Exceptions:

1. Open parking garages which comply with Section 406.5 of the International Building Code.
2. When of non-combustible construction, the area of awning extension or free-standing canopies, both sides, and not for display or storage shall not be considered for requiring sprinkler protection for areas greater than 5,000 square feet but less than otherwise required in this code.
3. Temporary structures whose use is planned for one (1) year or less.

Section 903.2.11.10 Expanded Tenant Spaces. Fire sprinklers shall be installed in new, renovated, or modified tenant spaces where the total fire area exceeds 5,000 square feet. For the purpose of fire sprinklers, fire walls, fire barriers, or horizontal assemblies shall not be used to separate single tenant fire areas.

Add new Section 903.3.1.4 to read as follows: Automatic sprinkler systems shall be designed, installed, and maintained in accordance with the current edition of the NFPA 13 Standards for the Installation of Sprinkler Systems.

Section 903.3.3.5 is amended to include a second paragraph to read as follows:

Section 903.3.3.5 Water supplies. Water supply as required for automatic sprinkler systems shall be provided in conformance with the supply requirements of the respective standard.

ARTICLE 2

All provisions of the Code of Ordinances of the City of Jackson in conflict with the provision of these ordinances are hereby repealed, and all provisions of the Code of Ordinances of the City of Jackson not in conflict with the provisions of this ordinance shall remain in full force and effect.

ARTICLE 3

It is the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of these ordinances be construed severally. If any phrase, clause, sentence, or section of these ordinances be declared unconstitutional or invalid by a court of competent jurisdiction, the unconstitutional or invalid phrase, clause, or sentence shall not affect the remaining ordinance or ordinances. The remaining ordinance or ordinances shall remain in force and effect and shall be construed without the unconstitutional or invalid phrase, clause, or sentence to the extent practical.

ARTICLE 4

The repeal of an ordinance or ordinances arising out of and resulting from the enactment of these ordinances shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Jackson under any section or provisions at the time of passage of this ordinance.

ARTICLE 5

Any violation of the ordinances by any person, firm, or corporation shall constitute a misdemeanor offense and shall be punishable by a fine of not less than \$500 nor more than \$1,000 or imprisonment for a period of not less than thirty (30) days nor more than ninety (90) days or both. For purposes of this ordinance, each day a violation continues shall be deemed a separate punishable offense.

ARTICLE 6

These ordinances shall become effective in accordance with Section 21-13-11 of the Mississippi Code of 1972 as amended.

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

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

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 23374 to 23452 APPEARING AT PAGES 252 TO 289, INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,535,644.98 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 23374 to 23452 appearing at pages 252 to 289, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,535,644.98 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	779,652.63
SEIZUE & FORF PROP-STATE	654.00
TECHNOLOGY FUND	339,569.27
PARKS & RECR. FUND	98,997.81
FIRE PROTECTION	205.45
NCSC SENIOR AIDES	68.38
STATE TORT CLAIMS FUND	3,176.80
WATER/SEWER REVENUE FUND	1,961.31
WATER/SEWER OP & MAINT FUND	402,724.50
WATER/SEWER CAPITAL IMPR FUND	9,959.50
EMPLOYEES GROUP INSURANCE FUND	75,199.32
KELLOGG FOUNDATION PROJECT	201.21
EARLY CHILDHOOD (DAYCARE)	2,697.57
HOUSING COMM DEV ACT (CDBG) FD	295.14
EMERGENCY SHELTER GRANT (ESG)	4,502.39
UNEMPLOYMENT COMPESATION REVO	7,796.71

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 4, 2020 10:00 A.M.**

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H O P W A GRANT – DEPT. OF HUD	73,637.02
TITLE III AGING PROGRAMS	2,494.50
1% INFRASTRUCTURE TAX	41,436.75
MADISON SEWAGE DISP OP & MAINT	13.19
TRANSPORTATION FUND	571,938.87
FONDREN BUSINESS IMPROV FUND	12,697.73
RESURFACING – REPAIR & REPL FD	728,483.58
P E G ACCESS – PROGRAMMING FUND	154.32
CAPITAL CITY REVENUE FUND	4,900.00
FLOODING OF 2020	102,821.24
COVID-19 RESPONSE FUND	334,729.44
DFA JACKSON ZOO BOND	13,593.00
LIBRARY FUND	1,320.00
TOTAL	<u>\$3,535,644.98</u>

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

President Banks recognized **Dr. Robert Blaine, Chief Administrative Officer**, who provided a brief overview of the Claims Docket at the request of **President Banks**.

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 23374 TO 23452 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 23374 to 23452 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$118,590.77 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		1,836,915.27
PARKS & RECR FUND		83,367.65
LANDFILL FUND		15,797.62
SENIOR AIDES		8,634.31
WATER/SEWER OPER & MAINT		200,882.13
PAYROLL	118,590.77	
EARLY CHILDHOOD		30,233.33
HOUSING COMM DEV		8,843.12
TITLE III AGING PROGRAMS		3,458.31
TRANSPORTATION FUND		14,738.65
PEGACCESS-PROGRAMMING FUND		4,598.68
TOTAL		\$2,207,469.07

Council Member Stokes moved adoption; Council Member Tillman seconded.

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

ORDER AUTHORIZING THE MAYOR'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE PURPOSE OF SHARING DATA TO IMPROVE THE PROVISION OF SERVICES AND INFORMATION TO CITIZENS AND VISITORS OF THE CITY OF JACKSON AFFECTED BY COVID-19.

WHEREAS, the Mississippi State Department of Health (MSDH) is an agency of the State of Mississippi responsible for protecting and advancing public health in the State; and

WHEREAS, the Mississippi State Department of Health has been compiling an assortment of data points related to the prevalence, location, demographics and/or other factors related to COVID-19 cases in Mississippi; and

WHEREAS, the City of Jackson and MSDH wish to enter into a Memorandum of Understanding to collaborate and share parts of data to improve the provision of services and information to members of the public affected by COVID-19; and

WHEREAS, it has been determined by the Administration that receiving information related to infections and deaths reported specifically for residents of the City of Jackson would enable the City of Jackson to determine areas where resources should be deployed to curtail the spread of COVID-19; and

WHEREAS, the Memorandum of Understanding contains covenants of MSDH as follows: MSDH will (a) provide secure access to COVID-19 data within its discretion and in a manner it chooses - to designated City of Jackson custodians, with such data to include the number of positive cases of COVID-19 per census tract located within the boundaries of the City of Jackson, Mississippi; (b) attempt to deliver to the City of Jackson, by a secure means of MSDH's choosing, the data in MSDH's possession that falls under the MOU in accordance with a schedule mutually agreed upon by the parties; (c) securely manage and store data obtained pursuant to the MOU in accordance with HIPAA and the HITECH Act and applicable regulations; (c) not publicly release without the City of Jackson's consent any data obtained from the City under the MOU; (d) obtain approval from the City of Jackson before public release of publications, reports, articles, tables, graphs or the like developed wholly or in part using data obtained from the City under the MOU; (d) adhere to all agreements entered into with the City in connection with the MOU; and

WHEREAS, the Memorandum of Understanding contains covenants of the City of Jackson as follows: the City of Jackson will (a) provide secure access to COVID-19 data within its possession and at its discretion and in a manner it chooses - to designated MSDH custodians; (b) attempt to deliver to MSDH by secure means of the City of Jackson's choosing the data in its possession that falls under the MOU; (c) securely manage and store data obtained pursuant to the agreement and in accordance with the HIPPA and HITECH Act and applicable regulations; (d) never attempt to re-identify anonymized or de-identify data obtained from MSDH, including attempts to determine names and demographics; (e) never attempt to intentionally locate or identify any individuals who are or may be the subject of the data obtained from MSDH; (f) never disclose to anyone not a party to the MOU, without consent from MSDH, any data obtained from MSDH under the MOU; (g) never publicly release without MSDH consent any publications, reports, articles, tables, graphs, or the like developed wholly or in part using data obtained from MSDH; (h) unless MSDH agrees otherwise, publish only on MSDH website or other public-facing form of media and nowhere else any publication, report, article, table, graph or like if the information is about COVID-19 in general or were developed wholly or in part using data obtained under the agreement; (i) adhere to all agreements in connection with the MOU; and (j) provide to MSDH, upon request, a copy of the City of Jackson's most recent information security audit; and

WHEREAS, the Memorandum of Understanding contains mutual provisions stating that the provisions of Section 11-46-1 governs liability of the entities; and

WHEREAS, the MOU shall become effective at the date of signing by all parties and shall terminate when all data provided under the MOU is returned to its original disclosing party and/or destroyed by means agreeable to the disclosing party.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Memorandum of Understanding with the Mississippi State Department of Health consistent with the provisions herein delineated, and authorized to execute any other documents consistent with the provisions stated herein if such execution and document would be in furtherance of the purposes stated herein.

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

President Banks recognized **Keyshia Sanders**, Constituent Services Manager, who provided a brief overview of City's protocols for COVID-19.

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

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

President Banks requested that Agenda Items No. 14, 40, 38 and 37 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC.

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

KJ&E Holdings Inc 132 East Northside Dr. Suite B Clinton, MS 39056	PPE Items: Masks, Gloves, Gowns, Hand Sanitizer	\$53,180.00
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$1,025.09
L&N ENTERPRISES LLC 123 BICKHAM LN FLORENCE, MS 39073	Deep Cleaning and Weekly Spray Services for COVID- 19	\$98,436.15

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 4, 2020 10:00 A.M.**

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A2Z Printing 2125 TV Road Jackson, MS 39204	COVID-19 Signage and Stickers for buildings and Employees	\$1,487.50
Business and Office Konnextions P O Box 13453 Jackson, MS 39236-3453	COVID-19 Supplies	\$3,134.85
Mangia Bene Catering 4465 I-55 North Jackson, MS 39206	Non-Congregate Sheltering meals for COVID-19 positive constituents	\$840.35
Cheat Mealz 3015 John R. Lynch Street Jackson, M 39209	Non-Congregate Sheltering meals for COVID-19 positive constituents	\$923.63
Martin's 214 South State Street Jackson, MS 39201	Non-Congregate Sheltering meals for COVID-19 positive constituents	\$84.81
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$11,005.00

IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

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

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

Nays – None.

Absent – None.

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTUAL
AGREEMENT WITH SGE COVID SOLUTIONS TO TEST, SANITIZE,
RETEST, AND RELATED TESTS FOR COVID-19 CONTROL IN CITY OF
JACKSON BUILDINGS.**

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

WHEREAS, the COVID-19 virus is a major concern to employees and employers while in the work environment and for the health, safety and welfare of the employees, their families, and the general public; and

WHEREAS, the ability of SGE Solutions to provide testing, sanitizing, and retesting to ensure a safe work environment would be in the best interest of the City of Jackson's workforce as well as the public.

NOW, THEREFORE, BE IT ORDERED that the Jackson City Council hereby authorizes the Mayor to enter into a contractual agreement with SGE Covid Solutions to test, sanitize, retest, and related tests for COVID-19 control in City of Jackson buildings.

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

President Banks recognized **Timothy Howard**, City Attorney, who provided a brief overview on an Attorney General's Opinion regarding the appropriate branch of government to recommend and negotiate contracts on behalf of the City.

Thereafter, **Council Member Stokes** and **President Banks** withdrew motion and second. **President Banks** stated that said item would be placed on the next Council agenda.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE MANDATORY QUARANTINE OF EMPLOYEES FOUND TO
TEST POSITIVE FOR COVID-19 INFECTION.**

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

WHEREAS, the United States and the world are being affected by the COVID- 19 pandemic which affects not only the individual who tests positive, but also possibly every person who comes in contact with that person who tested positive; and

WHEREAS, the employees in the workforce who test positive for COVID-19 should take the recommended quarantine time off to ensure the time necessary has expired to safely return to the work environment and be safely free of infection; and

WHEREAS, the passage of this resolution will serve as notice to the City of Jackson and all employers in the City of Jackson of the need to protect the employees, the families of the employees, and the general public from employees at work who have tested positive for COVID-19.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the mandatory quarantine of employees found to test positive for COVID-19 infection.

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

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING RENAMING OF THE HENLEY YOUNG JUVENILE JUSTICE
CENTER TO INCLUDE THE NAME OF THE LATE JUDGE HOUSTON JACK
PATTON.**

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

WHEREAS, the late Judge Houston Jack Patton departed this earth after a long and storied career in Youth Court and Hinds County jurisprudence; and

WHEREAS, the proposal was made recently to add the name of Judge Houston Jack Patton to the name of the Henley Young Juvenile Justice Center for Hinds County; and

WHEREAS, the passage of this resolution will serve as a notice to all governing authorities that the Jackson City Council is in full support of renaming the Henley Young Juvenile Center to include the name of the late Judge Houston Jack Patton.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the renaming of the Henley Young Juvenile Justice Center to include the name of the late Judge Houston Jackson Patton.

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

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

Nays – None.

Absent – None.

Council Member Stokes left the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENERGY INVESTMENT PROGRAM LOAN AGREEMENT BETWEEN THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mississippi Energy Investment Act, constituting Sections 57-39-39 et seq., Mississippi Code of 1972, as amended (the "Act"), was enacted for the purpose of purchasing and installing energy conversion measures to promote energy efficiency and economic growth in the State of Mississippi (the "State"); and

WHEREAS, pursuant to the Act, Mississippi Development Authority ("MDA") is authorized to make interest-bearing loans to government entities, such as the City of Jackson, Mississippi ("City"), for the purpose of purchasing and installing energy conversion measures to promote energy efficiency and economic growth in the State; and

WHEREAS, the City has decided to make energy efficient capital improvements and/or design and install new processes to improve energy efficiency and productivity, and has requested MDA to finance such costs associated with the development of the improvements, i.e., lamp and fixtures will be replaced with LED lights and fixtures in the Police Headquarters/Municipal Court Building; and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the City has filed an application (the "Application") with MDA for a loan to be used for the development of the Project; and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the City with a loan under the Act in the amount of \$357,115.00 under the terms and conditions in order to fund the establishment and development of the Project by the Government Entity; and

WHEREAS, to secure the payment of the Loan, the City will execute, and deliver the Note to MDA; and

WHEREAS, the City and MDA intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained will agree to the following terms:

"SECTION 1. Loan. Subject to and upon the terms and conditions set forth herein, MDA agrees to make the Loan to the Government Entity and the Government Entity agrees to borrow the proceeds of the Loan from MDA. The Loan will be evidenced by a promissory note payable to the order of MDA and dated as of the date hereof (the "Note"), such Note shall bear interest at the rate per annum set forth in Item 5 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the Application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by MDA to secure the Government Entity's repayment of the Loan, MDA shall pay the proceeds of the Loan to the Government Entity in order to finance the Project.

SECTION 2. Loan Payments and the Note. All payments payable by the Government Entity under this Agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 5 of Annex A. MDA directs the Government Entity and the Government Entity agrees to pay to MDA, at the address set forth in Section 9 herein below, all payments payable by the Government Entity pursuant to this Agreement.

In the event the Government Entity shall not make or cause to be made any of the Loan Payments, the Loan Payments so in default shall continue as an obligation of the Government Entity until the amount in default shall have been fully paid, and the Government Entity will pay the same with interest thereon until paid at the rate per annum borne by the Note.

The Government Entity shall execute the Note to evidence its obligation to make the Loan Payments and any other sums payable by the Government Entity hereunder.

It is understood and agreed that all Loan Payments by the Government Entity under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by MDA, or the State of any obligation to the Government Entity, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Government Entity by MDA or the State.

The Government Entity may, at its option, at any time and from time to time, upon not less than ten (10) days written notice to the MDA, prepay the Loan without premium or penalty.

SECTION 3. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Government Entity herein contained.

- (a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.
- (b) MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- (c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.
- (d) MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.
- (e) The Loan for the acquisition, construction, installation, equipping, and/or rehabilitation of the Project by the Government Entity, as provided by this Agreement, will further the purposes of the Act, to wit: to promote development and demonstration of efficient, environmentally acceptable and commercially feasible technologies, techniques and processes while effectively utilizing the State's existing alternative and conventional energy resources to foster economic and social growth.

SECTION 4. Representations of the Government Entity. The Government Entity makes the following representations as the basis for the Loan and the undertakings on the part of MDA herein contained:

- (a) The Government Entity has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note will constitute legal, valid, and binding obligations of the Government Entity enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each, will not conflict with, or constitute a breach of or default under, the Government Entity's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Government Entity is subject or by which it is bound.
- (b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Government Entity required for the execution and delivery or the consummation by the Government Entity of any of the transactions contemplated by this Agreement and the Note which have not already been obtained.
- (c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Government Entity, after reasonable investigation and due inquiry, threatened against the Government Entity to restrain or enjoin the execution or delivery of the Note, or the making of the loan payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note or contesting the powers of the Government Entity to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Government Entity.
- (d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.
- (e) It is not in default under any previous loans from MDA, the State, or the federal government.

- (f) All information furnished by the Government Entity to MDA for the purpose of approving the Loan, including, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.
- (g) The Project will be dedicated to the development of energy efficiency and productivity as more particularly described in Item 3 of Annex A.
- (h) The Loan is being made to finance the Project and will not be used for any other purpose.

SECTION 5. Covenants of the Government Entity. The Government Entity covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:

- (a) The Government Entity agrees that so long as the loan is outstanding and the project is in operation it will operate the Project, or cause the Project to be operated, as in accordance with the Act, the Guidelines and the Application.
- (b) The Government Entity will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.
- (c) The Government Entity shall pay, or make provisions for payment of, all lawful taxes and assessments, including income, profits, property or excise taxes, if any, or other municipal or governmental charges, levied or assessed by the federal, state or any municipal government with respect to or upon the Project or any part thereof or upon any payments hereunder when the same shall become due.
- (d) Throughout the term of this Agreement, the Government Entity shall keep the Project continuously insured against such risks as are customarily insured against by government entities of like size and type, paying the same becomes due all premiums in respect thereto, including, but not limited to, casualty insurance against loss and/or damage to the Project.
- (e) The Government Entity shall at all times keep proper books of account in a manner satisfactory to MDA and hereby authorizes MDA to make or cause to be made, at the Government Entity's expense and in such manner and at such times as MDA may require (i) inspections and audits of any books, records and papers in the custody or control of the Government Entity or others, relating to the financial or business conditions of the Project; (ii) inspection and appraisals of the Project. The Government Entity hereby authorizes all federal, state and municipal governments to furnish reports of examinations, records and other information relating to the conditions and affairs of the Project and any desired information from reports, returns, files and records of such authorities upon request thereof by MDA and to permit representatives of MDA to have full access from time to time, and make copies of and extracts from, any and all reports or returns by, or with respect to the Project, and all reports of examiners or other information concerning the Project contained in the files and records of such authorities.
- (f) The Government Entity shall promptly give to MDA written notice of (i) any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default; (ii) the sale or execution of a contract for sale of the Project, which notice shall be sufficiently in advance to permit MDA reasonable inquiry concerning such transactions; and (iii) the occurrence of any event or matter that has resulted or will result in a material adverse change in business, assets or operating or financial condition of the Project.

SECTION 6. Defaults and Remedies. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) failure by the Government Entity to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;
- (b) failure by the Government Entity to observe and perform in any material way any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Government Entity or written

notice, specifying such failure and requesting that it be remedied, is given to the Government Entity by MDA;

(c) any written representation or written warranty made by the Government Entity in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Government Entity of this Agreement;

(d) the Government Entity shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Government Entity shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Government Entity shall make an assignment for the benefit of its creditors; or the Government Entity shall fail, or shall admit in writing its failure, to pay its debts generally as such debts become due;

(e) there shall be filed against the Government Entity an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and such petitions is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Government Entity for all or a substantial part of its property shall be appointed without the consent or approval of the Government Entity or a warrant of attachment, execution or similar process against any substantial part of the property of the Government Entity is issued; and continuance of any such events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or

(f) there is a material adverse change in the financial condition of the Government Entity which would, in the opinion of MDA endanger MDA's ability to collect the Loan.

Whenever an event of default shall have occurred and be continuing, MDA may at any time thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the Loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all or which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and MDA may take any action at law or in equity to enforce this Agreement to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Government Entity under this Agreement or the Note. No remedy conferred upon or reserved to MDA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If the Government Entity shall default under any of the provisions of this Agreement and MDA shall employ attorneys or incur other expenses for collection of the Loan payments or for the enforcement or performance or observance of any obligation or agreement on the part of the Government Entity contained in this Agreement or the Note, the Government Entity, will on demand therefore pay the reasonable fees and expenses of MDA and its attorneys as they are incurred including all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, bankruptcy and creditors' reorganization proceedings.

In order to secure the Loan, the Government Entity will execute and deliver to MDA a Promissory Note (the "Note"). Failure of the Government Entity to meet its repayment obligation shall result in the forfeiture of such revenue and/or collateral to secure the Loan as set forth in Item 6 in Annex A.

SECTION 7. Release and Indemnification of MDA and State. The Government Entity hereby releases MDA and the State from, and agrees that MDA, the State and their respective officers, directors, members, employees, attorney and agents shall not be liable for, and agrees to indemnify and hold MDA and the State and their respective officers, directors, members, employees, attorney and agents harmless against:

- (a) any liability, cost or expense in the administration of this Agreement and the Note and the obligations imposed on MDA and the State hereby and thereby;
- (b) any or all liability or loss, cost or expense, including reasonable attorney's fees, resulting from or arising out of any loss or damage to property or injury to or death of any person occurring on or about the Project or resulting from any defect in the fixtures, machinery, equipment or other property located on the Project or arising out of, pertaining to, or having any connection with the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Government Entity; and
- (c) any and all claims, damages, judgments, penalties, costs and expenses (including attorney's fees and court cost now or hereafter arising from the aforesaid enforcement of this paragraph) arising directly or indirectly from the activities of the Government Entity, its predecessors in interest, third parties with whom it has a contractual relationship or arising directly or indirectly from the violation of any environmental protection, health or safety law, whether such claims are asserted by any governmental authority or any other person which indemnity shall survive termination of this Agreement.

SECTION 8. Compliance with Environmental Laws. The Government Entity shall cause all business, operations, and activities at or upon the Project at all times during the term of this Agreement to be conducted in compliance with all applicable federal, state, or local laws, ordinances, rules or regulations concerning public health, safety or the environment.

SECTION 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, or (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 7 of Annex A hereto or to such other addresses that the parties may designate in writing.

SECTION 10. Miscellaneous.

- (a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of this Agreement.
- (b) All Annexes and Exhibits which are referred in this Agreement are made a part of and are incorporated into this Agreement.
- (c) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.
- (d) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one in the same instrument.
- (e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- (f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein."

WHEREAS, Annex A referenced in the terms described above shall read substantially as follows:

Annex A to Loan Agreement			
Item 1	Date of the Agreement: 9/1/2020[all dates are dependent on when loan starts]		
Item 2	Name of Government Entity: City of Jackson		
Item 3	Description of Project: Lamps and fixtures will be replaced with LED lights and fixtures in the Police HQ/Municipal Court building		
Item 4	Loan Amount: \$357,115.00 Note: ED-306		
Item 5	Loan Terms and Conditions The terms of the Note shall be for eight (8) years at 1.25% annual interest. Payments shall be made as evidenced by the attached loan amortization schedule (Exhibit A). All funds shall be disbursed within one (1) year of the date of this Loan Agreement.		
Item 6	Revenue Pledge and Collateral to Secure Loan: Sales Tax Revenues.		
Item 7	Address Notice: Mississippi Development Authority Woolfolk Building, Sixth Floor Post Office Box 849 Jackson, Mississippi 39205 Attention: Financial Resources		
	<table border="0"> <tr> <td>City of Jackson Director of Administration Hood Building, Sixth Floor Post Office Box 17 Jackson, Mississippi 39205-0017</td> <td>Office of the City Attorney 455 E. Capitol Street Jackson, Mississippi 39201 Attention: Legal Counsel Public Works</td> </tr> </table>	City of Jackson Director of Administration Hood Building, Sixth Floor Post Office Box 17 Jackson, Mississippi 39205-0017	Office of the City Attorney 455 E. Capitol Street Jackson, Mississippi 39201 Attention: Legal Counsel Public Works
City of Jackson Director of Administration Hood Building, Sixth Floor Post Office Box 17 Jackson, Mississippi 39205-0017	Office of the City Attorney 455 E. Capitol Street Jackson, Mississippi 39201 Attention: Legal Counsel Public Works		

WHEREAS, Exhibit A, the Loan Amortization, referenced in the terms described above shall read substantially [all dates are dependent on when loan starts] as follows:

**EXHIBIT A
LOAN AMORTIZATION**

Loan amount:	\$357,115.00	Begin Date:	09/01/2021
Interest Rate:	1.2500	End Date:	09/01/2028
Yearly Payment	\$47,186.72	Term:	8
Amort Type:	Annual		

Payment Number	Payment Date	Interest Rate	Beginning Balance	Principal Amount	Deferred Principal	Interest Amount	Deferred Interest	Ending Balance
1	09/01/2021	1.2500	357,115.00	42,722.78	.00	4,463.94	.00	314,392.22
2	09/01/2022	1.2500	314,392.22	43,256.82	.00	3,929.90	.00	271,135.40
3	09/01/2023	1.2500	271,135.40	43,797.53	.00	3,389.19	.00	227,337.87
4	09/01/2024	1.2500	227,337.87	44,345.00	.00	2,841.72	.00	182,992.87
5	09/01/2025	1.2500	182,992.87	44,899.31	.00	2,287.41	.00	138,093.56
6	09/01/2026	1.2500	138,093.56	45,460.55	.00	1,726.17	.00	92,663.01
7	09/01/2027	1.2500	92,663.01	46,028.81	.00	1,157.91	.00	46,604.20
8	09/01/2028	1.2500	46,604.20	46,604.17	.00	582.55	.00	.03

IT IS THEREFORE ORDERED that the application submitted by the City to MDA for an Energy Investment Program Loan is hereby ratified.

IT IS FURTHER ORDERED that the Mayor be authorized to execute the Energy Investment Program Loan Agreement with the Mississippi Development Authority for a loan amount not to exceed Three Hundred Fifty-Seven Thousand One Hundred Fifteen Dollars and No Cents (\$357,115.00) with the aforementioned conditions and at an interest rate of no more than 1.25%.

FINALLY, IT IS ORDERED that the Mayor be authorized to execute all such other documents to effectuate the loan described herein, including the Promissory Note and Assignment.

Council Member Lindsay moved adoption; Council Member Stamps seconded.

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

RESOLUTION OF THE INTENTION OF THE CITY OF JACKSON TO GRANT MUNICIPAL AD VALOREM TAX EXEMPTION TO USS HYDE, L.L.C., IN THE AMOUNT OF THE REALIZED INCREASE IN THE ASSESSED VALUE OF THE MIXED-USE DEVELOPMENT KNOWN AS “MILLSAPS AVENUE” RESULTING FROM THE REHABILITATION, RENOVATION AND/OR REPLACEMENT OF CERTAIN NON-RESIDENTIAL STRUCTURES FOR RESIDENTIAL USE, SUBJECT TO SATISFACTION OF ALL REQUIREMENTS SPECIFIED IN SECTION 27-31-50 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND THE JACKSON CODE OF ORDINANCES, SECTION 114-4.

WHEREAS, the City Council of the City of Jackson, Mississippi (the “Governing Body” of the “City”), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

WHEREAS, USS HYDE, L.L.C. and/or related companies have secured investments and financing from various investors and lenders and have entered into certain transactions in order to fund the rehabilitation, renovation, and/or replacement of certain non-residential structures located within that certain mixed-use development known as “Millsaps Avenue” and located at 1804 N Mill Street, in Jackson, Mississippi, Hinds County tax parcel 58-32; and

WHEREAS, the Property was originally built in approximately 1947 and has historically been used primarily for commercial purposes; and

WHEREAS, the Project will provide for residential usage, has a total investment of \$1.6 million, with an anticipated completion date in 2021; and

WHEREAS, USS HYDE, L.L.C. is seeking pre-approval, subject to satisfaction of all requirements of state law and as specified in City of Jackson Ordinance, Section 114-4, for the exemption from municipal ad valorem taxes (excluding ad valorem taxes for school purposes) in the amount of said taxes attributable to and from the realized increase in the assessed value of the Property resulting from the Project, as determined by the tax assessor, for a period of not more than ten (10) years; and

WHEREAS, Section 114-4 of the Jackson Code of Ordinances provided, in part, as follows:

- (a) Exemption from municipal ad valorem taxes, excluding ad valorem taxes for school purposes, shall be allowed, as hereinafter provided, for any non-residential structure comprising no less than 5,000 square feet, which is in excess of 25 years of age and was used for commercial or institutional purposes but has undergone substantial rehabilitation, renovation or replacement for residential usage.
- (b) The exemption may be in an amount equal to the increase in the assessed value of the property resulting from the rehabilitation, renovation or replacement of the structure as determined by the tax assessor and shall commence upon January 1 of the year following completion of the rehabilitation, renovation or replacement. Said exemption shall last for a period of time not to exceed ten years, it being in the discretion of the city council to grant an exemption for a shorter period of time.

WHEREAS, Section 144-4 of the Jackson Code of Ordinances was enacted pursuant to authority provided in Mississippi Code of 1972, Section 27-31-50, as amended; and

WHEREAS, in order to promote and incentivize the economic and cultural advancement of the City, it is appropriate to grant USS HYDE, L.L.C. pre-approval of said municipal ad valorem tax exemption subject to satisfaction of all requirements specified in state law and the City of Jackson Ordinance 114-4, for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1: The Governing Body hereby pre-approves and commits to authorize the approval of a municipal ad valorem tax exemption (excluding ad valorem taxes for school purposes) for USS HYDE, L.L.C. and/or its affiliate(s) owning the Property, in the amount equal to the taxes related to the realized increase in the assessed value of the Property resulting from the Project, as determined by the tax assessor, for a period of not more than ten (10) years.

SECTION 2: This intention is subject to, and final approval is conditioned upon, satisfaction of all requirements specified in City of Jackson Ordinance 114-4, which was enacted pursuant to authority provided in Mississippi Code of 1972, Section 27-31-50, as amended.

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

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

Nays – None.

Absent – Stokes.

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

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

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

WHEREAS, during the Covid-19 Pandemic, Michael Baker International experienced a delay in getting the necessary easements from private companies where some of the shelters are currently located; and is still working to obtain copies of more easements, as well as soliciting actual purchases and installing shelters; and

WHEREAS, there is \$68,394.32 remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

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

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

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus stop improvement project for an additional eight (8) months expiring on February 28, 2021.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Michael Baker International the \$68,394.32 remaining from the original contract to complete the bus stop improvement project under the same terms and conditions as the original contract.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH CONNETICS TRANSPORTATION GROUP TO CONDUCT A TRANSPORTATION PLAN STUDY OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, the City of Jackson (“City”) has determined that it is in the City’s best interest to seek a professional company to conduct a transportation plan study of the City’s public transit system; and

WHEREAS, the Department of Planning and Development, through its Transit Division, issued a Request for Proposals on May 1, 2020, for a qualified firm to conduct the Transportation Plan Study; and

WHEREAS, the successful respondent will be asked to provide professional services to develop a transportation plan study that provides a long-range vision aimed at reshaping the City of Jackson’s public transit network, supporting a multitude of mobility options, enhancing major public transportation corridors, and integrating land-use policies with a well-connected transportation system; and

WHEREAS, in response to the Request for Proposal, the Transit Division received responses from seven (7) companies qualified to provide said study; and

WHEREAS, after thorough review and consideration, the Transit Division determined that based on the best value procurement policy, Connetics Transportation Group will provide the best value to the City of Jackson in accordance with its long-range vision; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Connetics Transportation Group to conduct the transportation plan study of the City’s public transportation system at a cost not to exceed \$399,576.00; and

WHEREAS, the Federal Transit Administration will pay eighty (80) percent of the cost or \$319,660.00, with a twenty (20) percent local match of \$79,916.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Connetics Transportation Group to conduct the Transportation Plan Study at a cost not to exceed \$399,576.00, with eighty (80) percent of the cost or \$319,660.00 to be paid by the Federal Transit Administration and twenty (20) percent or \$79,916.00 from local match.

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

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

Note: Council Member Tillman left the meeting prior to voting.

ORDER AUTHORIZING THE MAYOR OR HIS LEGALLY AUTHORIZED DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH HINDS COUNTY, THE CITY OF BYRAM, AND THE CITY OF CLINTON, TO FORM A COUNTY-WIDE SWAT TEAM.

WHEREAS, the Jackson Police Department (“JPD”) presently has its own Special Weapons and Tactics (“SWAT”) Team which is utilized in situations in the City of Jackson that call for specialized or military equipment and tactics, and

WHEREAS, Hinds County, the City of Clinton and the City of Byram have various resources of their own, (i.e., equipment, funds and manpower, that would complement and enhance the effectiveness of the JPD's SWAT Team; and

WHEREAS, the criminal events and occurrences that plague the City of Jackson are not confined to its city limits, but rather extend to the municipalities and other areas adjacent to the City of Jackson; and

WHEREAS, the governing authorities find that criminal events and occurrences in any one part of the metropolitan area (i.e., Jackson, Byram, Clinton, and other areas in Hinds County) have a deteriorating effect on the whole metropolitan area; and

WHEREAS, the governing authorities find that the collective SWAT resources of the law enforcement agencies of Jackson, Byram, Clinton and Hinds County, will serve to establish a compelling unified SWAT Team that would benefit the City of Jackson's efforts to combat crime; and

WHEREAS, each governmental entity participating in the MOU would be responsible for (1) the compensation, training cost, insurance, liabilities, etc., of the individual team member(s) it provides; and (2) the equipment it provides. Thus, the creation of a unified SWAT Team would be budget neutral; and

WHEREAS, the governing authorities for the City of Jackson find it in the best interest of its citizens, business and visitors, to join forces with the surrounding law enforcement agencies in Hinds County, Mississippi to form a unified SWAT Team.

IT IS, THEREFORE, ORDERED that the Mayor and/or his legally authorized designee, namely, the Chief of Police, are authorized to execute an MOU with Hinds County, the City of Byram, and the City of Clinton, to form a county-wide SWAT team under the provisions and conditions provided herein,

IT IS FURTHER ORDERED that the Mayor and/or his legally authorized designee, namely, the Chief of Jackson Police, are authorized to execute such changes to the MOU that deal with the policies and procedures under which the participants will operate; however, any change that creates an additional unbudgeted cost must be approved by the governing authorities.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER AUTHORIZING THE TRANSFER OF FUNDS FROM JACKSON POLICE DEPARTMENT ACCOUNT #001-442-40-6316 "MOTOR VEHICLE REPAIR MAINTENANCE" AND TO JACKSON POLICE DEPARTMENT ACCOUNT #001-442-20-6465 "AUTO AND TRUCK GARAGE AND OTHER".

WHEREAS, the City of Jackson Police Department is responsible for its own towing expenses; and

WHEREAS, the City of Jackson Police Department is in need of funds in the amount of \$80,000.00 to cover the cost of towing for the remainder of this fiscal year; and

WHEREAS, the City of Jackson Police Department has identified funds in General Fund Account number 001-442-40-6316 "Motor Vehicle Repair Materials" to cover the cost of these services.

IT IS, THEREFORE, ORDERED that funds in the amount of \$80,000.00 be transferred from Account 001-442-40-6316 "Motor Vehicle Repair Materials" to 001-442-20-6465 "Auto and Truck Garage and Other."

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

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

ORDER AUTHORIZING THE ACCEPTANCE OF ACTIVE SOLUTIONS, LLC FOR THE SOLE SOURCE OF ALL SAFECITYCAM VIDEO SURVEILLANCE PRODUCTS IN THE UNITED STATES.

WHEREAS, the City of Jackson Police Department is in need of a security camera system and solution at the City’s Impound Lot; and

WHEREAS, Active Solutions SAFECITYCAM product provides for the interoperability of video and LPR technology with direct Radio Alerts to Motorola brand police radios; and

WHEREAS, Active Solutions, LLC SAFECITYCAM Video Surveillance Products is the sole manufacturer/distributor of all SAFECITYCAM brand and products in the United States.

IT IS, THEREFORE, ORDERED that Active Solutions, LLC SAFECITYCAM Video Surveillance Products be accepted for the amount of \$95,344.50.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson Police Department Fund-2.

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

President Banks recognized **Officer George Jimerson**, Jackson Police Department, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, on October 6, 2017, the City of Jackson accepted the bid from T.L. Wallace Construction, Inc., and subsequently entered into a construction contract for the West County Line Road TIGER Project; and

WHEREAS, T.L. Wallace Construction, Inc. incurred delays due to delays in the construction of two new homes to replace residences acquired for right-of-way and due to the discovery of various underground utilities that were not known prior to construction that had to be relocated; and

WHEREAS, based on a critical path analysis of the completed and projected work schedule compared to the time loss due to the delays caused by the house construction and various underground utilities, and taking into account future durations related to the procurement of additional material included in this Supplemental Agreement Number 2, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has determined that the contract completion date should be extended from the original completion date of January 2, 2020 to February 16, 2021; and

WHEREAS, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has reviewed a requested claim for additional compensation for various items of work that were delayed as a result of the unforeseen utility conflicts and relocation of two residences; and

WHEREAS, separate from the utility and relocation delays, the City and the Canadian National Railroad has determined that certain additional work is required on the drainage on the railroad bridges to meet railroad standards; and

WHEREAS, the Federal Highway Administration has agreed to allow the use of federal transportation funds to cover 75% of the increased cost of the additional costs associated with the supplemental agreement; and

WHEREAS, the Public Works Department recommends that supplemental agreement #2 be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract with T.L. Wallace Construction, Inc. for the construction of the West County Line Road TIGER Project, Federal Aid Project Number STP-0250-00(047) LPA/107200, City Project Number 16B4002, increasing the contract by \$1,068,407.08 to a new contract amount of \$16,517,365.30 and changing the contract completion date to February 16, 2021.

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

President Banks recognized **Terry Williamson**, Office of City Attorney, who recommended said order be amended changing the third (3rd) and last paragraphs to change the date of February 16, 2021 to March 9, 2021.

Council Member Foote moved, seconded by **Council Member Lindsay** to amend said item to reflect the changes as stated by **Attorney Terry Williamson**. The motion prevailed by the following vote:

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

Thereafter, **President Banks** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF T.L. WALLACE CONSTRUCTION, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107100, CITY PROJECT NUMBER 16B4002, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, on October 6, 2017, the City of Jackson accepted the bid from T.L. Wallace Construction, Inc., and subsequently entered into a construction contract for the West County Line Road TIGER Project; and

WHEREAS, T.L. Wallace Construction, Inc. incurred delays due to delays in the construction of two new homes to replace residences acquired for right-of-way and due to the discovery of various underground utilities that were not known prior to construction that had to be relocated; and

WHEREAS, based on a critical path analysis of the completed and projected work schedule compared to the time loss due to the delays caused by the house construction and various underground utilities, and taking into account future durations related to the procurement of additional material included in this Supplemental Agreement Number 2, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has determined that the

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contract completion date should be extended from the original completion date of January 2, 2020 to March 9, 2021; and

WHEREAS, the City, the Mississippi Department of Transportation, and the Federal Highway Administration has reviewed a requested claim for additional compensation for various items of work that were delayed as a result of the unforeseen utility conflicts and relocation of two residences; and

WHEREAS, separate from the utility and relocation delays, the City and the Canadian National Railroad has determined that certain additional work is required on the drainage on the railroad bridges to meet railroad standards; and

WHEREAS, the Federal Highway Administration has agreed to allow the use of federal transportation funds to cover 75% of the increased cost of the additional costs associated with the supplemental agreement; and

WHEREAS, the Public Works Department recommends that supplemental agreement #2 be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract with T.L. Wallace Construction, Inc. for the construction of the West County Line Road TIGER Project, Federal Aid Project Number STP-0250-00(047) LPA/107200, City Project Number 16B4002, increasing the contract by \$1,068,407.08 to a new contract amount of \$16,517,365.30 and changing the contract completion date to March 9, 2021.

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

* * * * *

ORDER AMENDING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, METER SERVICE & REPAIR DIVISION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$100,000.00 have arisen since the adoption of the Fiscal Year 2019-2020 City of Jackson Budget for the Water Department/Meter Service & Repair; and

WHEREAS, the Fiscal Year 2019-2020 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs, which are the purchase of meter parts; and

WHEREAS, the following accounts are being amended:

From: 031.521506114	\$100,000.00
To: 031.521506327	\$100,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2019-2020 Budget be revised in the amount of \$100,000.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031.521506114	(\$100,000.00)
To:	031.521506327	\$100,000.00

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

President Banks recognized **Dr. Robert Blaine**, Chief Administrative Officer, who provided a brief description of the new devices that would be utilized by the Public Works Department.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, INC. AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS (BID NO. 55048-071420).

WHEREAS, sealed term bids for Traffic Sign Sheeting Materials were opened July 14, 2020 and three (2) were received; and

WHEREAS, the Public Works Department, Traffic Engineering Division will use the traffic sign sheeting materials to ensure safe conditions for motorists and pedestrians throughout the City; and

WHEREAS, the staff of the Public Works Department, Traffic Engineering Section has reviewed all bids submitted and recommends the governing authorities deem the term bids submitted by American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Spring, FL 32043; and Custom Products Corporation, P.O. Box 54091, Jackson, MS 39288-4091, 1120 Flowood Drive, Flowood, MS 39232, received July 14, 2020, as the lowest and best bids for the respective items, as follows:

American Traffic Safety Materials, Inc., Attn: Sadie Maugle, P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Springs, FL 32043, (904) 284-1708, ext. 2 trafficastm@gmail.com:

SECTION 1 – Enclosed Lens Reflective Sheeting

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	6" x 50 yds.	\$74.25
2	9" x 50 yds.	\$111.38
3	12" x 50 yds.	\$148.50
4	18" x 50 yds.	\$222.75
5	24" x 50 yds.	\$297.00
6	30" x 50 yds.	\$371.25
7	36" x 50 yds.	\$445.50
8	42" x 50 yds.	\$594.00
9	48" x 50 yds.	\$594.00
20	15" x 10 yds.	\$ 47.81
21	30" x 10 yds.	\$ 95.63
22	15" x 50 yds.	\$191.25
23	30" x 50 yds.	\$382.50
24	6" x 50 yds.	\$ 36.68
25	12" x 50 yds.	\$ 73.35
26	15" x 50 yds.	\$ 91.69
27	24" x 50 yds.	\$146.70
28	30" x 50 yds.	\$183.38
29	36" x 50 yds.	\$220.05
30	42" x 50 yds.	\$293.40
31	48" x 50 yds.	\$293.40
32	6" x 50 yds.	\$ 44.25
33	12" x 50 yds.	\$ 88.50
34	15" x 50 yds.	\$110.63
35	24" x 50 yds.	\$177.00
36	30" x 50 yds.	\$221.25
37	36" x 50 yds.	\$265.50
38	42" x 50 yds.	\$354.00
39	48" x 50 yds.	\$354.00
48	24" x 50 yds.	\$177.00
49	48" x 50 yds.	\$354.00
50	15" x 50 yds.	\$110.63

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51	30" x 50 yds.	\$221.25
52	15" x 50 yds.	\$91.69
53	30" x 50 yds.	\$183.38

SECTION 2 – Encapsulated Lens Reflective Sheeting

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
22	15" x 50 yds.	\$356.25
23	30" x 50 yds.	\$712.50

SECTION 7 – Electronically Cuttable Film

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	24" x 50 yds.	\$268.50
2	30" x 50 yds.	\$335.63
3	36" x 50 yds.	\$402.75
4	48" x 50 yds.	\$537.00
5	48" x 50 yds.	\$156.34

**Custom Products Corporation, Attn: Heidi McGee, P.O. Box 54091, Jackson, MS 39288-4091,
1120 Flowood Drive, Flowood, MS 39232, 601-933-8276, heidi@cpcsigns.com:**

SECTION 3 – Wide Angle Lens Prismatic Retro Sheeting

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	9" x 50 yds.	\$171.11
2	12" x 50 yds.	\$228.15
3	18" x 50 yds.	\$342.00
4	24" x 50 yds.	\$456.00
5	30" x 50 yds.	\$570.00
6	36" x 50 yds.	\$684.00
7	42" x 50 yds.	\$798.00
8	48" x 50 yds.	\$912.00
9	STOP (R1-1), 30" x 30"	\$ 12.75
10	STOP (R1-1), 36" x 36"	\$18.72
11	YIELD (R1-2), 30" x 30" x 30"	8.65
12	YIELD (R1-2), 36" x 36" x 36"	\$10.15
14	ALL WAY (R1-4)	\$3.83
15	DO NOT ENTER (R5-1)	\$13.14
16	DO NOT ENTER (R5-1)	\$18.72
17	WRONG WAY (R5-1A)	\$12.62
18	STOP AHEAD SYMBOL (W3-1A)	\$34.02
19	YIELD AHEAD SYMBOL (W3-2A)	\$34.02
20	SIGNAL AHEAD SYMBOL (W3-3)	\$34.02

SECTION 4 – Encapsulated Lens Reflective Construction Sheeting

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
8	6" STRIPE/LEFT, 8" x 50 yds.	\$174.33
11	6" STRIPE/RIGHT, 8" x 50 yds.	\$174.33

SECTION 7 – Electronically Cuttable Film

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	34" x 50 yds.	\$332.29
2	30" x 50 yds.	\$415.36
3	36" x 50 yds.	\$498.43
4	48" x 50 yds.	\$664.58

IT IS, THEREFORE, ORDERED that the term bids submitted by American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Spring, FL 32043; and Custom Products Corporation, P.O. Box 54091, Jackson, MS 39288-4091,

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1120 Flowood Drive, Flowood, MS 39232, received July 14, 2020, accepted as the lowest and best bids for the respective items, as follows:

***American Traffic Safety Materials, Inc., Attn: Sadie Maugle, P.O. Box 1449, Orange Park, FL 32067-1449, 1272 Harbor Road, Green Cove Springs, FL 32043, (904) 284-1708, trafficastm@gmail.com:**

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SECTION 7 – Electronically Cuttable Film

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1	34" x 50 yds.	\$332.29
2	30" x 50 yds.	\$415.36
3	36" x 50 yds.	\$498.43
4	48" x 50 yds.	\$664.58

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

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

Nays – None.

Absent – Tillman and Stokes.

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 O.B. 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 O.B. 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, the City Council approved Change Order No. 1 on May 12, 2020; and

WHEREAS, Change Order No. 2 is only a final change of scope regarding unit line items, and not additional money; 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 \$142,048.51; 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 \$142,048.51 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 for the O.B. Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project, City Project Number 19B0101, SRF# DWI-L250008-01.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER AMENDING A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929(00)008 LPA/107547, CITY PROJECT NUMBER 17B4002.

WHEREAS, the City of Jackson received Federal Fast Act funds to resurface Northside Drive from State Street to I-55 Frontage Road; and

WHEREAS, on January 22, 2019 the City of Council approved a Construction Engineering and Inspection services agreement with Southern Consultants, Inc. to perform Construction Engineering and Inspection Services at a cost not to exceed \$164,935.96; and

WHEREAS, during construction additional Construction Engineering and Inspection services were required to complete the resurfacing project; and

WHEREAS, Southern Consultants, Inc. has requested additional compensation in the amount of \$36,922.26 to cover additional Construction Engineering and Inspection services increasing the contract from \$164,935.96 to \$201,858.22; and

WHEREAS, the Department of Public Works recommends amending the Construction Engineering and Inspection services agreement with Southern Consultant, Inc. increasing the existing contract amount from \$164,935.96 to \$201, 858. 22 for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929(00)008LPA/107547, City Project Number 17B4002.

IT IS, THEREFORE, ORDERED that an amended Construction Engineering and Inspection Services agreement with Southern Consultants, Inc. in an amount not to exceed \$201,858.22 for the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929(00)008LPA/107547, City Project Number 17B4002 is accepted.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER AUTHORIZING FINAL PAYMENT TO HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE COUNTY LINE ROAD BRIDGE REPAIR PROJECT.

WHEREAS, the Office of State Aid Construction notified the City of Jackson about a damaged timber pile on the County Line Road Bridge from an annual bridge inspection; and

WHEREAS, the City of Jackson approved a construction contract with Hemphill Construction Company, Inc, on March 17, 2020 for the County Line Road Bridge repair in an amount not to exceed \$29,255.00; and

WHEREAS, Hemphill Construction Company, Inc., has completed the timber pile repair; and

WHEREAS, the Department of Public works recommends approval of final payment to Hemphill Construction Company, Inc., in the amount of \$29,255.00.

IT IS FURTHER ORDERED that the City make final payment in the amount of \$29,255.00 and release all securities held to Hemphill Construction Company, Inc., for all the work completed and materials furnished under this contract and the City Clerk publish the Notice of Completion of the County Line Road Bridge Repair Project.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH FORDICE CONSTRUCTION COMPANY FOR THE BEASLEY ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B4501.201.

WHEREAS, on October 29, 2019 the City of Jackson accepted Fordice Construction Company's bid of \$405,802.00 for the Beasley Road Bridge Replacement Project, City Project Number 19B4501.201; and

WHEREAS, the contract work involved the removal and replacement of the timber bridge structure on Beasley Road within the City of Jackson corporate limits; and

WHEREAS, due to the decrease of line items the contract amount was decreased from \$405,802.50 to \$383,187.14; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$14,386.43 to Fordice Construction Company.; and

WHEREAS, the bonding company Fidelity and Deposit Company of Maryland, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract.

IT IS, THEREFORE ORDERED that the City make final payment in the amount of \$14,386.43.00 and release all securities held to Fordice Construction Company for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Beasley Road Bridge Replacement Project, City Project No.19B4501.201.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE J.H. FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 19B0103.904, DWI-L250008-02.

WHEREAS, on July 7, 2020, the City of Jackson received one sealed bid for the J.H. Fewell Influent Pump Station Pedestrian Bridge Replacement Project, City Project No.19B01032.904, DWI-L250008-02; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

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

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

Nays – None.

Absent – Tillman and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NICK CLARK AUCTIONS TO PROVIDE AUCTIONEER SERVICES TO THE CITY OF JACKSON.

WHEREAS, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

WHEREAS, Section 21-39-21 of the Mississippi Code sets forth the procedures for disposing of lost, stolen, abandoned or misplaced personal property recovered by police; and

WHEREAS, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

WHEREAS, The City of Jackson is authorized by Section 17-25-25 of the Mississippi Code of 1972, as amended, to dispose of surplus personal property through a public auction; and

WHEREAS, Section 73-4-39 provides that the governing authority of a county or municipality may sell or dispose of any personal property or real property at a public auction that shall be conducted by an auctioneer or auction company that meets the standards established by the State Department of Audit and is hired by the governing authority or a county or municipality; and

WHEREAS, the best interest of the City of Jackson would be served by contracting with a licensed professional auctioneer to conduct the Auctions contemplated by Section 21-39-21 and 17-25-25 of the Mississippi Code of 1972; and

WHEREAS, Nick Clark Auctions is a licensed professional auctioneer qualified to conduct the auctions contemplated by Section 21-9-21 and 17-25-25; and

WHEREAS, Nick Clark Auctions has previously conducted auctions and provided services to the City of Jackson which were satisfactory; and

WHEREAS, based on the City's prior experience with Nick Clark Auctions, it is recommended that a contract be executed with Nick Clark Auctions to provide the auction services contemplated by Section 21-39-21 and 17-25-25 of the Mississippi Code; and

WHEREAS, the initial term of the agreement would be from the date of authorization by the City Council through September 30, 2021 with two one-year options at the mutual agreement of the parties; and

WHEREAS, the proposed contract with Nick Clark Auctions would entitle the firm to receive a sum not exceeding 9.50 percent of the gross revenue derived from auctions as compensation; and

WHEREAS, the City of Jackson will be responsible for receipt, collection and handling of all monies tendered from each auction conducted under the Auctioneer Service Agreement.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Nick Clark Auctions to provide auctioneering services for the City of Jackson for an initial term beginning from the date of authorization by this City Council through September 30, 2021 and two one-year options with the payment of compensation in an amount not to exceed 9.50 percent of the gross revenue derived from each auction.

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

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

Nays – None.

Absent – Tillman and Stokes.

Council Member Tillman returned to the meeting.

ORDER AUTHORIZING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “SHAMEKA GARNER VS. CITY OF JACKSON, ET AL.” IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CAUSE NO. 2016-661.

WHEREAS, on November 10, 2016, plaintiff, Shameka Garner, filed a Complaint naming the City of Jackson, Mississippi as one of the defendants, alleging negligence on the part of a city employee involved on a motor vehicle accident that resulted in alleged personal injuries to the plaintiff, and property damage to plaintiff’s vehicle. The case is styled “Shameka Garner v. City of Jackson, et al.”, In the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 2016-661; and

WHEREAS, on or about July 20, 2020, the parties, through counsel, have reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiff and their attorney Megan M. Patrick, in return for a complete release of the City and Entry of an Agreed Order of Dismissal with Prejudice; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on disputed liability on the part of the City and disputed damages suffered by the plaintiff, Shameka Garner, it is in the best interest the City of Jackson resolve this matter and settle the all claims asserted by the plaintiff against all defendants by paying the sum of Two Thousand Dollars and No Cents (\$2,000.00) to the plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council, that the City, in an effort to settlement this matter and release the City from any and all liability, pay the sum of Two Thousand Dollar and No Cents (\$2,000.00) from the City’s State tort (MTCA) fund to the plaintiff by way of a check in said amount to be made out to the plaintiff, Shameka Garner, and her attorney, Megan M. Patrick.

IT IS FURTHER ORDERED that the payment be conditioned upon the receipt of a release and Agreed Order of Dismissal with Prejudice both fully executed by the plaintiff and executed as to form by her attorney.

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

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

Council Member Stamps left to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREATIVE RESEARCH SOLUTIONS (CRS), DR. SHANESHA BROOKS-TATUM, OWNER, TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT ASSESSMENTS OF PROJECTS FUNDED BY THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, *ECONOMIC PATHWAYS TO HUMAN DIGNITY; BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH.*

WHEREAS, under the umbrella of the said W. K. Kellogg Foundation grant and through the development of a number of strategic partnerships, the City of Jackson will: 1) build an investment-ready environment, 2) create a work-ready population, and 3) establish an innovation-rich culture; and

WHEREAS, the grant is organized around the ability to: 1) to connect an underemployed and under-skilled workforce to meaningful employment; 2) create a bridge for low- to mid-skilled workers to move into mid to high-skilled employment; 3) build pathways for the retention of high-skilled, locally college-educated workers; and 4) increase the number of occupational opportunities through intentional employer engagement and economic growth in technology, education, creativity, and health care; and

WHEREAS, the grant requires an evaluation of the overarching project and its components, Creative Research Solutions (CRS), a qualified and experienced company in providing program evaluations, will use preliminary evaluation findings to assist in building an infrastructure for promoting economic growth. This will lead to the creation of a cooperative model among business incubators and employment access centers, designed to sustain economic growth beyond the three-year initiative; and

WHEREAS, upon approval by City Council, CRS will develop the infrastructure and/or rubric for data collection and analyses activities., which include, but are not limited to: background research; logic model and evaluation plan refinement; monitoring plan technical assistance; observations; surveys; and focus group(s); and

WHEREAS, CRS will report to the City of Jackson summarized findings from the survey, focus groups, and observations. A key deliverable to be produced by CRS will be evaluation reporting for submission to the W. K Kellogg Foundation, which will directly impact Year 2 and Year 3 activities; and

WHEREAS, the terms of the contract with CRS and the City of Jackson will be for the period beginning August 1, 2020 through March 31, 2022; and

WHEREAS, the total amount of compensation for the services rendered during the period August 1, 2020 through March 31, 2022 shall not exceed \$120,00.00 in fees and not to exceed \$2,500.00 in travel-related expenses.

IT IS HEREBY ORDERED That the Mayor be authorized to execute a contract with Creative Research Solutions to conduct evaluation services of the W. K. Kellogg grant *Economic Pathways to Human Dignity; Building Occupational Opportunities & Economic Growth* and its supported components, for the period August 1, 2020 through March 2022, and in an amount not to exceed \$120,000.00 in fees and not to exceed \$2,500 in travel-related expenses.

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

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

Nays – None.

Absent – Stamps and Stokes.

ORDER AUTHORIZING THE RENEWAL OF THE CITY OF JACKSON'S THIRD-PARTY ADMINISTRATOR CONTRACT FOR SELF-INSURED WORKERS COMPENSATION CLAIMS.

WHEREAS, on or September 12, 2017, the governing authorities for the City of Jackson authorized the acceptance of a proposal from York Risk Services Group, Inc. to provide claims administration services for only those workers' compensation claims subject to the excess risk coverage policy, which the City of Jackson had in effect; and

WHEREAS, the proposal authorized to be accepted on September 12, 2017 included a fee of \$160.00 per claim for services related to medical only claims and a fee of \$985.00 for indemnity claims administration; and

WHEREAS, on July 31, 2018, the governing authorities for the City of Jackson approved a recommendation from the Office of the City Attorney and the Division of Risk Management to amend the agreement to include not only claims subject to excess risk coverage but all self-insured claims; and

WHEREAS, the recommendation from the Office of the City Attorney and the Division of Risk Management followed meetings and discussions with the Mississippi Workers' Compensation Commission; and

WHEREAS, the governing authorities' approval of the recommendation to amend the agreement to include all self-insured claims and not just those subject to excess risk coverage appears at Minute Book 4N on Page 413; and

WHEREAS, on November 6, 2018, the governing authorities for the City of Jackson approved an Order which amended its July 31, 2018 order to include a \$40 per claim per month fee for services provided and related to all claims referred to as historical claims; and

WHEREAS, on July 31, 2018, the governing authorities for the City of Jackson authorized acceptance of a proposal from SouthGroup to provide workers compensation coverage underwritten by Bitco commencing August 1, 2018; and

WHEREAS, the authority to accept the proposal of SouthGroup to provide workers compensation coverage appears at Minute Book 4N at Page 413; and

WHEREAS, the claims administration services provided by York pursuant to the July 31, 2018 action of the governing authorities applied only to those claims which arose prior to August 1, 2018 and are classified as historical as a result of the City's procurement of a commercial insurance policy; and

WHEREAS, York Risk Services Group, Inc., was acquired by Sedgwick in September 2019; and

WHEREAS, Sedgwick has maintained the personnel assigned to service the City of Jackson's account, and services have continued without interruption; and

WHEREAS, Sedgwick is amenable to providing third party administration services to the City of Jackson for its self-insured claims arising prior to August 1, 2018 at the same cost and upon the same terms and conditions as the York Risk Services agreement; and

WHEREAS, there are 34 active historical claims presently being administered by Sedgwick pursuant to its acquisition of York Risk Services; and

WHEREAS, continuity of the third-party administration services, serves the best interest of the City of Jackson and its self-insured program.

IT IS HEREBY ORDERED that authority to agree to continuation of the claim's administration services for the self-insured workers' compensation program by Sedgwick be granted.

IT IS HEREBY ORDERED that Sedgwick's authority to provide the claims administration services is subject to the City's previous agreement with York Risk Services.

IT IS HEREBY ORDERED that only those fees and expenses contained with the agreement and amended agreement between the City of Jackson and York Risk Services shall be paid.

IT IS HEREBY ORDERED that claims administration services by Sedgwick may continue annually, without further authorization by the Council, if mutually agreeable, and provided that there is no change in the terms and conditions of the agreement and amended agreement authorized on September 12, 2017, July 31, 2018, and November 6, 2018.

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

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

Nays – None.

Absent – Stamps and Stokes.

* * * * *

ORDER ESTABLISHING TEMPORARY PROCEDURAL GUIDELINES FOR PUBLIC COMMENTS, PROCLAMATIONS, SPECIAL PRESENTATIONS, COMMENDATIONS, AND RESOLUTIONS HONORING INDIVIDUALS, BUSINESSES, GROUPS OR ORGANIZATIONS.

WHEREAS, the governing authorities for the City of Jackson adopted an Order on March 16, 2020, temporarily suspending certain sections of the Council's order of business as codified at Sections 2-64 and 2-71 of the City of Jackson Code of Ordinances, namely, public comments, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations; and

WHEREAS, such Order was passed in the wake of the Coronavirus pandemic, the closure of City Hall, and the closure of much of the economy and restrictions of movement put in place via Executive Orders by the Mayor of the City of Jackson and Governor of the State of Mississippi; and

WHEREAS, the Mayor of the City and the Governor of the State gradually began the process of reopening the economy and lifting restrictions on movement; and

WHEREAS, City Hall was no longer closed to the public; and

WHEREAS, as a result of the aforementioned, the governing authorities, on June 23, 2020, adopted an *Order Rescinding in Part the Temporary Suspension of Public Comments, Proclamations, Special Presentations, Commendations, and Resolutions Honoring Individuals, Businesses, Groups or Organizations and Setting Temporary Guidelines Reinstating Public Comments*; and

WHEREAS, since the governing authorities adopted the June 23, 2020 Order, COVID-19 cases within Hinds County exponentially increased; and

WHEREAS, as a result of the aforementioned, the governing authorities, on July 7, 2020, adopted an *Order Reinstating the Temporary Suspension of Sections of the Jackson City Council Regular Meeting Agenda Concerning Public Comments, Proclamations, Special Presentations, Commendations, and Resolutions Honoring Individuals, Businesses, Groups, or Organizations*; and

WHEREAS, the governing authorities find it necessary to implement a temporary yet more long-term and doable solution that will strike a balance between the need to carry on the public's business as well as hear from the public, and the need to model best practices with respect to preventing the spread of the Coronavirus.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above-mentioned March 16th, June 23rd, and July 7th Orders are rescinded.

IT IS FURTHER ORDERED that public comments shall be limited to a total of five (5) such instances per council meeting and done virtually – on a first-come, first-serve basis as determined by the Clerk of the Council per Section 2-71 of the City of Jackson Code of Ordinances.

IT IS FURTHER ORDERED that proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations shall be conducted and observed at special called meetings only – except for those special called meetings that are intended to stand in lieu of a previously scheduled regular meeting (i.e., a 10:00 a.m. special called meeting standing in lieu of a 6:00 p.m. previously scheduled regular meeting).

IT IS FURTHER ORDERED that CDC guidelines and social distancing of a minimum of six feet distance between each other, and the wearing of a face covering when such distancing is not possible shall be observed in all council meetings.

IT IS FURTHER ORDERED that all other provisions of Section 2-64 and 2-71 of the City of Jackson Code of Ordinances that are not inconsistent with this Order shall continually be observed.

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

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

Nays – None.

Absent – Stamps and Stokes.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, and July 7, 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 Priester moved adoption; President Banks seconded.

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

Nays – None.

Absent – Stamps and Stokes.

There came on for consideration Agenda Item No. 39:

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 ANTHONY "AJAY" BEASLEY. Said item was held due to the absence of Council Member Stokes.

There came for Discussion Agenda Item No. 42.

DISCUSSION: POLICY ANALYSTS: Said item would be held until the next Regular Council meeting at the request of Council Member Stokes.

There came on for Discussion Agenda Item No. 43:

DISCUSSION: POTENTIAL LITIGATION: Said item was pulled by Mayor Chokwe Antar Lumumba.

The meeting was closed in memory of the following individual:

- Mr. Horace Kelly

The following reports/announcements were provided during the meeting:

- Mayor Chokwe Antar Lumumba announced the following:
 - Citizens are encouraged to visit the City of Jackson’s website at www.jacksonms.gov to sign up for Code Red in order to receive critical notices.
 - Encouraged all citizens that experience symptoms of the COVID-19 virus to call 601-586-3067 or 1-866-375-2819, and fill out the symptom collector form online.
 - Encouraged all citizens in need of Mental Health Support to call the Mental Health Warm Line at 601-586-3073 or 1-866-300-7948.
 - Encouraged all citizens that need a face mask to contact Constituent Services at 601-960-1084.
 - Mayor’s Golf Tournament will take place on Friday, August 07, 2020. For additional information, contact the Department of Parks and Recreation at 601-960-0471.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Zoning Council meeting at 2:30 p.m. on August 17, 2020. At 2:11 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Mobley
CLERK OF COUNCIL

APPROVED:

Chokwe Antar Lumumba, 9/8/2020
MAYOR DATE

ATTEST:

Angela Harris
CITY CLERK
