

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 19, 2021 10:00 A.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on January 19, 2021, being the third 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; Angelique Lee, Ward 2; De'Keither Stamps (via teleconference), Ward 4; Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Dr. Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; John W. Carroll, Sr.; Chief Deputy Clerk of Council; and Monica Allen, Special Assistant to the City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **President Aaron Banks.**

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

The following individuals provided public comments during the meeting:

- **Mary Bolela** expressed concerns regarding water and sewer issues in her yard on Lakeshore Road.

ORDER AUTHORIZING THE MAYOR TO EXECUTIVE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC, TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL 190-44 LOCATED AT 215 WEST PEARL STREET. CASE #2020-1431.

WHEREAS, the City of Jackson owns the property located at 215 West Pearl Street and said property is formerly Police Precinct 2; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department has solicited quotes from vendors to perform professional services to remedy the conditions on parcel 190-44 located at 215 W Pearl St; and

WHEREAS, based on stated requirements, R & C Services, LLC, submitted the best bid to perform professional services for the sum of \$130,000.00; and

WHEREAS, R & C Services, LLC, has a principal office address of 987 Gore Rd., Jackson, MS 39212; and

WHEREAS, it is in the best interest of the City, and the citizens of Jackson that the Property be maintained.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute acontract with R & C Services, LLC to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds, for Case 2020-1431 located at 215 West Pearl Street, Parcel 190-44-0, for an amount not to exceed \$130,000.00.

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

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

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICE FOR TWELVE MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED, GROUP IC, BID NO. 38542-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for frozen and/or chilled were received; and

WHEREAS, certain frozen and/or chilled products are needed for children enrolled in The Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and recommend the bids submitted by Merchants Food Service, received on November 10, 2020 be accepted as the best bid received for those certain items, and

WHEREAS, the cost of said frozen and/or chilled, Group IC, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bids received November 10, 2020 from Merchants Food Service, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve-month supply of frozen and/or chilled (starting November 02, 2020 through October 30, 2021 be accepted as the best bid received for each of the specified items as listed below, because it has been determined that the bids met The City specifications.

<u>Company Name</u>	<u>Items</u>
Merchants Food Service Attn: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi	1-59

IT IS FURTHER ORDERED that payment for said frozen and/or chilled products, Group IC, be made from various funds.

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

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

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICES FOR TWELVE MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED PRODUCTS, GROUP 1B, BID. NO. 38596-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Frozen and/or chilled 1B was received; and

WHEREAS, certain frozen and/or chilled are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and recommend the bids submitted by Merchants Food Services received on November 10, 2020, be accepted as the lowest and best bids received from those certain items; and

WHEREAS, the cost of said frozen and/or Chilled-Food Group 1B, is based on an estimated number of children to be served;

IT IS HEREBY ORDERED that the following bids received November 10, 2020 from Merchant Food Services, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve-month supply of Frozen and/or Chilled-Group1B, (starting November 02, 2020 through October 30, 2021) be accepted as the lowest and best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

Company Name	Items
Merchant Food Services ATTN: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-39

IT IS FURTHER ORDERED that payment for said Frozen and/or Chilled Products, Group 1B, be made from various funds.

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

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

Nays – Stamps.

Absent – Stokes.

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICE FOR TWELVE MONTHS SUPPLY OF FOODS-FROZEN AND/OR CHILLED, GROUP IA-BID NO. 38518-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for frozen and/or chilled were received; and

WHEREAS, certain frozen and/or chilled products are needed for children enrolled in The Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and recommend the bids submitted by Merchants Food Service, received on November 10, 2020 be accepted as the best bid received for those certain items, and

WHEREAS, the cost of said frozen and/or chilled, Group IA, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bids received November 10, 2020 from Merchants Food Service, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve months supply of frozen and/or chilled (starting November 02, 2020 through October 30, 2021), be accepted as the best bid received for each of the specified items as listed below, because it has been determined that the bids met the City specifications.

Company Name	Items
Merchants Food Service Attn: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-12, 14and 17- 19, 20-23 & 24

IT IS FURTHER ORDERED that payment for said frozen and/or chilled products, Group IA, be made from various funds.

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

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

Nays – Stamps.

Absent – Stokes.

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICE FOR TWELVE MONTHS SUPPLY OF FOODS-CONDIMENTS-GROUP III, BID NO. 39348-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Condiments-Group III were received; and

WHEREAS, certain Condiments are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bids and recommend the bids submitted by Merchants Food Services, received on November 10, 2020 be accepted as the best bid received for those certain items, and

WHEREAS, the cost of said Condiments, Group III, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bids received November 10, 2020 from Merchants Food Services, 1100 Edwards Street, Hattiesburg, MS 39401 for a twelve-month supply of condiments (starting November 02, 2020 through October 30, 2021), be accepted as the best bid received for each of the specified items as listed below, because it has been determined that the bids met the City specifications.

<u>Company Name</u>	<u>Items</u>
Merchants Food Services Attn: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-41

IT IS FURTHER ORDERED that payment for said supply of foods-condiments products. Group III, be made from various funds.

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

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

Nays – Stamps.

Absent – Stokes.

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICES FOR TWELVE MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP IIB, NO. 39346-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Canned and/or Dry, Group IIB was received; and

WHEREAS, certain canned and/or dry are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bid and recommend the bid submitted by Merchants Food Services received on November 10, 2020 be accepted as the lowest and best bids received for those certain items; and

WHEREAS, the cost of said Canned and/or Dry-Food Group IIB, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bids received on November 10, 2020 from Merchants Food Services, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve-months supply, of Canned and/or Dry-Group IIB, (starting November 02, 2020 through October 30, 2021), be accepted as the lowest and best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

<u>COMPANY NAME</u>	<u>ITEMS</u>
Merchants Food Services Attn: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-40

IT IS FURTHER ORDERED that payment for said Canned and/or Dry IIB, be made from various funds.

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

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

Nays – Stamps.

Absent – Stokes.

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**ORDER ACCEPTING THE BID OF MERCHANTS FOOD SERVICES FOR
TWELVE MONTHS SUPPLY OF FOODS-FRESH PRODUCE, GROUP V, BID.
NO. 39028-111020.**

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Fresh Produce, Group V was received; and

WHEREAS, certain fresh produce is needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bid and recommend the bid submitted by Merchants Food Services, received on November 10, 2020 be accepted as the best bid received for those certain items; and

WHEREAS, the cost of said fresh produce, food Group V, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED, that the following bid received November 10, 2020 from Food Service, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve-months supply of fresh produce Group V, (starting November 02, 2020-October 30, 2021), be accepted as the best received for each of the specified items listed below, because it has been determined that the bids met City specifications.

<u>Company Name</u>	<u>ITEMS</u>
Merchants Food Service Attn: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-12, & 19

IT IS FURTHER ORDERED that payment for said foods-fresh produce, Group V, be made from various funds.

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

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

ORDER ACCEPTING THE BIDS OF MERCHANTS FOOD SERVICES FOR TWELVE MONTHS SUPPLY OF FOODS-CANNED AND/OR DRY, GROUP IIA, NO. 39343-111020.

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Canned and/or Dry, Group IIA was received; and

WHEREAS, certain canned and/or dry are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bid and recommend the bid submitted by Merchants Food Services received on November 10, 2020 be accepted as the lowest and best bids received for those certain items; and

WHEREAS, the cost of said Canned and/or Dry-Food Group IIA, is based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bids received on November 10, 2020 from Merchants Food Service, 1100 Edwards Street, Hattiesburg, Mississippi 39401 for twelve-months supply, of Canned and/or Dry-Group IIA, (starting November 02, 2020 through October 30, 2021), be accepted as the lowest and best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

<u>COMPANY NAME</u>	<u>ITEMS</u>
Merchants Food Services ATTN: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1-40

IT IS FURTHER ORDERED that payment for said Canned and/or Dry IIA, be made from various funds.

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

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

ORDER ACCEPTING THE BID OF MERCHANTS FOOD SERVICES FOR TWELVE MONTHS SUPPLY OF FOODS-DAIRY PRODUCTS-GROUP IV, BID NO. 38517-111020.

WHEREAS, on November 10, 2020 one sealed bid was received for Group IV; and

WHEREAS, certain dairy products are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has reviewed said bid and recommend the bid submitted by Merchants Food Services received on, November 10, 2020 be accepted as the best bid received for those certain items, and

WHEREAS, the cost of said Dairy Products, Group IV, is based on an estimated number of children to be served.

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IT IS HEREBY ORDERED that the following bids received from Merchants Food Services, 1100 Edwards Street, and Hattiesburg, Mississippi 39401 for twelve months supply of Dairy Products (starting November 02, 2020 through October 30, 2021) be accepted as the best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

<u>Company Name</u>	<u>Items</u>
Merchants Food Services Attn: Jessalynn Smith Hattiesburg, Mississippi 39401	1-2, 3-4, 8-9, 11-14, 16, & 19

IT IS FURTHER ORDERED that payment for said dairy products, Group IV, be made from various funds.

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

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

**ORDER ACCEPTING THE BID OF THE MERCHANTS FOOD SERVICE FOR
TWELVE MONTH SUPPLY FOOD; BABY FOODS - BID NO. 39331-111020.**

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Baby Food was received; and

WHEREAS, certain Baby Foods are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has received said bid and recommend that the bids submitted Merchants Food Services, on November 10, 2020 be accepted as the lowest and best bid, and

WHEREAS, the cost of said Baby Foods are based on an estimated number of children to be served

IT IS HEREBY ORDERED that the following bid received November 10, 2020 from Merchants Food Services, 1100 Edwards Street, Hattiesburg, Mississippi 39401; twelve-month supply (starting November 02, 2020-October 30, 2021) of Baby Foods, be accepted as the lowest and best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

IT IS FURTHER ORDERED that payment for said Baby Foods be made various funds.

<u>COMPANY NAME</u>	<u>ITEMS</u>
Merchants Food Services ATTN: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1&6

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

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

There came on for introduction Agenda Item No. 13:

ORDINANCE ADOPTING THE 2018 EDITION OF THE NFPA 1 AND NFPA 101 LIFE SAFETY CODES AS SUPPLEMENTAL CODES, ESTABLISHING A PENALTY CLAUSE, A PUBLICATION CLAUSE AND EFFECTIVE DATE. Said item will be placed on the next Council Meeting for adoption.

ORDER APPROVING CLAIMS NUMBER 24481 to 24569 APPEARING AT PAGES 228 TO 265 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$6,590,475.13 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 24481 to 24569 appearing at pages 228 to 265, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$6,590,475.13 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	1,494,987.12
SEIZURE & FORF PROP-STATE	29,557.93
TECHNOLOGY FUND	336,614.24
PARKS & RECR. FUND	35,451.89
LANDFILL/SANITATION FUND	577,973.59
STATE TORT CLAIMS FUND	3,185.33
WATER/SEWER REVENUE FUND	23,926.82
WATER/SEWER OP & MAINT FUND	1,503,570.12
WATER/SEWER CAPITAL IMPR FUND	169,209.66
DISABILITY RELIEF FUND	121,106.08
EMPLOYEES GROUP INSURANCE FUND	219,655.57
KELLOGG FOUNDATION PROJECT	11,571.33
EARLY CHILDHOOD (DAYCARE)	1,967.47
HOUSING COMM DEV ACT (CDBG) FD	637.96
G O PUB IMP CONS BD 2003(\$20M)	187,888.18
INFASTRUCTURE BOND 2020 \$32M	71,985.49
2008 GO STREET CONSTRUCTION FD	29,385.40
1% INFRASTRUCTURE TAX	959,105.18
MADISON SEWAGE DISP OP & MAINT	1,004.28
TRANSPORTATION FUND	719,131.12
P E G ACCESS PROGRAMMING FUND	7,291.28
CAPITAL CITY REVENUE FUND	23,389.57
HUMAN AND CULTURE GRANTS	1,285.00
COVID-19 RESPONSE FUND	25,316.02
MODERNIZATION TAX	7,000.00
LIBRARY FUND	9,453.50
WATER/SEWER CON FD 2013-\$89.9M	18,825.00
TOTAL	<u>\$6,590,475.13</u>

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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 19, 2021 10:00 A.M.**

President Banks recognized **Robert Blaine**, Chief Administrative Officer, who provided the Council with an overview of the Claims Docket.

President Banks recognized **Monica Allen**, Special Assistant to the City Attorney, who provided a brief overview of proper protocol for paying invoices within the City.

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

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

Nays – Banks.

Absent – Stokes.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 24481 TO 24569 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 24481 to 24569 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$106,479.76 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,404,829.01
PARKS & RECR FUND		84,233.40
LANDFILL FUND		19,073.88
SENIOR AIDES		1,739.15
WATER/SEWER OPER & MAINT		228,440.82
PAYROLL	106,479.76	
EARLY CHILDHOOD		84,907.44
HOUSING COMM DEV		9,330.54
TITLE III AGING PROGRAMS		5,664.09
TRANSPORTATION FUND		17,629.78
PEG ACCESS-PROGRAMMING FUND		6,368.35
TOTAL		\$2,862,216.46

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PEM CONSULTING GROUP, LLC, DBA PYRAMID CONSULTANTS & CONSTRUCTION, LLC, FOR MAINTENANCE OF THE CITY OF JACKSON’S TOWER NETWORK.

WHEREAS, the City of Jackson (“City”) tower network includes twenty eight (28) towers and two (2) City of Jackson water tanks; and

WHEREAS, the tower network allows the City to rent space to various cellular telephone companies who offer services in the City, thereby enabling broadband coverage to its citizens and increasing revenue for the City; and

WHEREAS, the tower network must be maintained in compliance with the maintenance and safe operational standards set forth by the Federal Communications Commission, the Federal Aviation Administration and the Occupational Safety and Health Administration; and

WHEREAS, the Telecommunications Division does not possess the technical expertise, specialized equipment or extensive annual training required to maintain the network; and

WHEREAS, because of this fact, it issued an RFP seeking companies who could fulfill its tower related needs; and

WHEREAS, one companies responded to the RFP; and

WHEREAS, PEM Consulting Group, LLC, dba Pyramid Consultants & Construction, LLC, submitted the lowest and best bid at a price of One Hundred Fifty-Seven Thousand Four Hundred Fifty-Eight (\$157,458.00); and

WHEREAS, the term of this Tower Maintenance agreement will be for one year with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, based on the above, the Telecommunications Division recommends awarding the tower maintenance project to PEM Consulting Group, LLC, dba Pyramid Consultants & Construction, LLC.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with PEM Consulting Group, LLC dba Pyramid Consultants & Construction, LLC for the maintenance of the City of Jackson's tower network at a cost of One Hundred Fifty-Seven Thousand Four Hundred Fifty-Eight (\$157,458.00) and a term of one (1) year with the option to renew for two additional years.

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

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

Nays – None.

Absent – Stokes.

ORDER DESIGNATING BANCORP SOUTH AS THE CITY OF JACKSON PUBLIC FUNDS DEPOSITORY FOR 2021 AND 2022 AND ACCEPTING THE BID OF BANCORP SOUTH TO PROVIDE BANKING SERVICES FOR 2021 AND 2022 AND DESIGNATING TRUSTMARK, AS PUBLIC FUNDS DEPOSITORY FOR 2021 AND 2022 FOR INVESTMENT ONLY AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED THERETO.

WHEREAS, Bancorp South, and Trustmark National Bank submitted bids to be public funds depositories for 2021 and 2022; and

WHEREAS, Bancorp South, and Trustmark National Bank meet the statutory requirements for public funds depositories, as provided by Sections 27-105-315, 27-105-5 and 27-105-9 of the Mississippi Code (1972), as amended; and

WHEREAS, Bancorp South submitted the lowest bid to provide banking services; and

WHEREAS, it is advisable to solicit investment offerings from, Trustmark National Bank at various times and for various purposes, therefore, it is necessary to designate Trustmark National Bank as depository for 2021 and 2022.

IT IS, THEREFORE, ORDERED that Bancorp South bid to provide banking services is accepted as the lowest bid and Bancorp South is designated as a depository for 2021 and 2022.

IT IS, FURTHER, ORDERED that Trustmark National Bank, be designated as public funds depository for investments 2021 and 2022.

IT IS, FURTHER, ORDERED that the Mayor is authorized to execute any and all documents necessary to accomplish the purposes of this Order.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST WITH TYLER TECHNOLOGIES, INC., FOR THE CONVERSION OF UNUSED FUNDS TO BE ALLOCATED TOWARDS IMPLEMENTATION SERVICE HOURS, HARDWARE AND SOFTWARE.

WHEREAS, the City of Jackson and Tyler Technologies, Inc. entered into an agreement for an Enterprise Resource Planning System ‘ERP’; and

WHEREAS, the agreement provides for converting unused funds for additional purposes such as software, hardware, training and implementation services; and

WHEREAS, the EnerGov module funds were not utilized because the City’s Planning Department purchased another system; and

WHEREAS, the unused EnerGov implementation funds in the amount of \$591,577.65 will be reallocated for additional software, hardware, training and implementation services; and

WHEREAS, there is no cost associated with the project change request; and

WHEREAS, the need for this change have been analyzed by the Division and execution of this project change request is strongly encouraged.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a Project Change Request with Tyler Technologies, Inc. at no cost along with any other documents needed to implement this change.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTANT AGREEMENT WITH DR. VIVEK SHANDAS OF CAPA STRATEGIES, LLC, TO SERVE AS EXPERT, URBAN HEAT EFFECTS ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city’s most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered, as well as for domestic and international travel as described in the grant; and

WHEREAS, Dr. Vivek Shandas is the Director of the Sustaining Urban Places Research (SUPR) Lab at Portland State University, Chair of the City of Portland's Urban Forestry Commission, and a Principal at CAPA Strategies, LLC, a global consulting group that helps communities prepare for climate-induced disruptions; and

WHEREAS, Dr. Shandas role on the RWJF grant is *Expert, Urban Heat Effects*, where he will be the project collaborator/advisor; and

WHEREAS, his specific role will consist of three primary activities: (1) provide support for the urban heat analyses conducted in Jackson; (2) advise the development of curriculum, activities, and/or learning modules for use in community engagement activities; and (3) provide assessments of specific heat mitigation measures that aim to support human health and well-being. This will be implemented through monthly calls, and two annual site visits; and

WHEREAS, the City of Jackson will reimburse Dr. Shandas (payable to CAPA Strategies, LLC) for domestic airfares and travel expenses not to exceed \$1,500.00 to attend Jackson Team Meetings each year of the grant for a total of \$4,500.00; for expenses incurred to attend the RWJF Peer Learning Workshop not to exceed \$800.00 in first year of the grant; and for international airfare and travel expenses not to exceed \$1,500.00 to attend Peer Learning Workshops in the second year of the grant. Due to Covid-19, the purchase of non-refundable airfares is suspended as stated in the grant.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into a consultant agreement with Dr. Vivek Shandas of CAPA Strategies, LLC, for his services as *Expert, Urban Heat Effects* on the Robert Woods Johnson Foundation's *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Dr. Shandas will be compensated for said services in an amount not to exceed \$45,000.00 over 30 months from November 1, 2020 – April 30, 2023.

IT IS FURTHER ORDERED that Dr. Shandas will be reimbursed for domestic travel expenses not to exceed \$5,300.00, and for international travel not to exceed \$1,500.00 for a total not to exceed \$6,800.00 for the term of the grant. All payments will be made to CAPA Strategies, LLC, and P.O. Box 42223, Portland, OR 97242.

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

President Banks recognized **Robert Blaine, Chief Administrative Officer**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MR. JOHN COOPER TO SERVE AS CONSULTANT ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city's most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered, as well as for domestic and international travel as described in the grant; and

WHEREAS, John Cooper will, as a consultant under the CHJ project, coordinate community engagement events; facilitate between outside consultants and the City of Jackson’s administration; and coordinate with One Voice community engagement group on the organization of community events; and

WHEREAS, the City of Jackson will compensate Mr. Cooper for his services as consultant in an amount not to exceed \$12,000.00 for years one and two of the grant (\$24,000.00) and \$6,000.00 for the third year of the grant, totaling an amount not to exceed \$30,000.00 over the term of the RWJF grant project - November 1, 2020 – April 30, 2023.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Mr. John Cooper for consultant services provided on the Robert Wood Johnson Foundation’s *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Mr. Cooper will be compensated in an amount not to exceed \$30,000.00 over 30 months from November 1, 2020 – April 30, 2023, upon submission of invoices monthly to the City of Jackson for payment.

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

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTANT AGREEMENT WITH ANNA MARANDI FOR HER ROLE AS PROJECT DIRECTOR ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city’s most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered and for domestic and international travel as described in the grant; and

WHEREAS, Ms. Anna Marandi, Co-Project Director for the project, is a Senior Specialist of Climate and Sustainability at NLC overseeing the Leadership in Community Resilience program, and provides customized technical assistance on climate resilience, and captures and shares these stories for other communities to learn from and replicate; and

WHEREAS, Ms. Marandi, will serve as coordinator and thought partner, and will ensure that Jackson’s lessons learned and successes are captured on the NLC platform through blogs, workshops, webinars, and other events; and

WHEREAS, Ms. Marandi will leverage her extensive professional network and that of NLC to connect with other elected officials, municipal staff, community leaders, and expert practitioners as needed; and

WHEREAS, as the CHJ project advances, Ms. Marandi will ensure that connections are established and maintained between the model international cities, as well as others that have implemented similar heat-mitigation interventions domestically; and

WHEREAS, the grant covers the cost of international and domestic travel for Ms. Marandi to attend RWJF workshops, RWJF peer learning workshops, and team meetings for which Ms. Marandi will be reimbursed. Due to Covid-19, the purchase of non-refundable airfares is suspended as stated in the grant.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into a consultant agreement with Ms. Anna Marandi as Co-Project Director on the Robert Woods Johnson Foundation's *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Ms. Marandi shall be compensated for said services in an amount not to exceed \$45,000.00 over 30 months from November 1, 2020 – April 30, 2023.

IT IS FURTHER ORDERED that Ms. Marandi will be reimbursed for domestic travel expenses not to exceed: \$1,500.00 to attend WRJF meetings held in Jackson each of the three years of the grant (\$4,500.00); not to exceed \$800.00 to attend RWJ Learning Workshops Year 1; not to exceed \$800.00 to attend Grantee Meeting in Year 1; and not to exceed \$1,500.00 for international travel to attend peer learning workshops in Year 2. The total amount for travel expenses to be reimbursed to Ms. Anna Marandi for the term of the grant is \$7,600.00.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DR. BERNEECE HERBERT TO SERVE AS CONSULTANT ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED "GOING GREEN FOR A COOL, HEALTHY JACKSON" (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city's most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered, as well as for domestic and international travel as described in the grant; and

WHEREAS, Dr. Berniece Herbert, Chair of the Urban and Regional Planning Department at Jackson State University, has extensive experience with urban architecture and community co-creating process; and

WHEREAS, Dr. Herbert's scope of work on the CHJ grant will include technical assistance and guidance on project design, assistance in the direction of city planners, and additional support on community engagement for design-related elements; and

WHEREAS, the City of Jackson will compensate Dr. Herbert for her services as consultant, upon submission of invoices monthly, in an amount not to exceed \$6,600.00 within each year of the grant, beginning November 1, 2020 through April 30, 2023, for a total not to exceed \$19,800.00 over the term of the RWJF project.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Dr. Berniece Herbert as Consultant on the Robert Wood Johnson Foundation's *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Dr. Herbert will be compensated for said services in an amount not to exceed \$19,800.00 over 30 months from November 1, 2020 – April 30, 2023.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTANT AGREEMENT WITH DR. DOMINIKA PARRY FOR HER ROLES AS CO-

PRINCIPAL INVESTIGATOR AND CO-PROJECT DIRECTOR ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city’s most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, and covers consultant fees for services rendered by individual written into the grant, and whose positions and responsibilities are described as the following:

WHEREAS, Dr. Dominika Parry, Founder and CEO of 2°C Mississippi, Chair of Jackson’s CiMAT, and manager of Jackson’s first two climate projects: the Heat Preparedness Plan project and the UIH mapping project, is the co-principal investigator and co-project director overseeing the CHJ project’s vision, design, and strategies, and partner coordination; and

WHEREAS, Dr. Parry will support One Voice in designing the community co-creation process, data collection and analysis, and support site selections for interventions; and

WHEREAS, Dr. Parry will be compensated for said services in the amount of \$30,000.00 in the first year, \$30,000.00 in the second year, and \$15,000.00 in the third year of the grant, payable upon receipt of an invoice submitted monthly to the City of Jackson; and

WHEREAS, international and domestic travel for Dr. Dominika Parry is covered by the grant; and due to Covid-19 the purchase of non-refundable airfares is suspended as stated in the grant.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into a consultant agreement with Dr. Dominika Parry, Co-Principal Investigator and Co-Project Director on the Robert Woods Johnson Foundation’s *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Dr. Parry be compensated for said services in an amount not to exceed \$75,000.00 over 30 months from November 1, 2020 – April 30, 2023.

IT IS FURTHER ORDERED that Dr. Parry will be reimbursed by the City of Jackson for domestic travel expenses not to exceed \$800.00 to attend RWJ workshops held in Jackson in Year 1; not to exceed \$800.00 to attend the Grantee meeting; and for international travel not to exceed \$1,500.00 to attend peer learning workshops in Year 2. Reimbursement for Dr. Parry’s travel over the 30 months of the grant will not exceed \$3,100.00.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTANT AGREEMENT WITH DR. ALAN PENMAN TO SERVE AS EXPERT, HEALTH EFFECTS OF HEATON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city’s most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered and for domestic and international travel as described in the grant; and

WHEREAS, Dr. Alan Penman is a physician and professor in the Department of Preventive Medicine at the John D. Bower School of Population Health - University of Mississippi Medical Center (UMMC) in Jackson, Mississippi, where he directs and teaches courses in epidemiology, biostatistics, public/community health, and global health for medical students and graduate medical faculty; and

WHEREAS, Dr. Penman co-directs the UMMC Community Health Advocate (CHA) program that trains lay people and students in health professions to be community health advocates and screeners, with a focus on medically-underserved, low-income and minority communities; and

WHEREAS, Dr. Penman's title in the CHJ is *Expert, Health Effects of Heat*, where he will participate in and support the community-driven decision making process; contribute to the urban heat data analysis and vulnerability data collection; design methods to select sites for interventions; work on developing a citywide surveillance system for heat-related illness and death; and contribute to the design and administration of the pre- and post-interviews and surveys; and

WHEREAS, the City of Jackson will reimburse Dr. Penman for international and domestic airfares and travel expenses to attend RWJF workshops. However, due to Covid-19, the purchase of non-refundable airfares is suspended as stated in the grant.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into a consultant agreement with Dr. Alan Penman for his services as *Expert, Health Effects of Heat* on the Robert Wood Johnson Foundation's *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that Dr. Penman will be compensated for said services in an amount not to exceed \$45,000.00 over 30 months from November 1, 2020 – April 30, 2023.

IT IS FURTHER ORDERED that Dr. Penman will be reimbursed for domestic travel expenses not to exceed \$800.00 to attend RWJ workshops held in Jackson in Year 1; not to exceed \$800.00 for the grantee meeting in Year 1; and not to exceed \$1,500.00 for international travel to attend peer learning workshops in Year 2. The total amount for travel expenses to be reimbursed to Dr. Penman for term of the grant is \$3,100.00.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MULTIPLIER TO SERVE AS CONSULTANT ON THE ROBERT WOOD JOHNSON FOUNDATION GRANT AWARDED TO JACKSON, ENTITLED “GOING GREEN FOR A COOL, HEALTHY JACKSON” (CHJ).

WHEREAS, the City of Jackson has been awarded a grant from the Robert Wood Johnson Foundation (RWJF) to facilitate the *Going Green for a Cool, Healthy Jackson (CHJ)* project, which is designed to reduce mortality and prevent illness associated with Urban Heat Island (UHI) effects in Jackson, MS, while providing a range of social, economic, cultural and ecological co-benefits for the city's most at-risk residents; and

WHEREAS, the CHJ project is funded in the amount of \$475,549.00 for the term of the grant, which is November 1, 2020 – April 30, 2023, and covers consultant fees for services rendered, as well as for domestic and international travel as described in the grant; and

WHEREAS, MULTIPLIER'S representative, Kurt Shickman, Executive Director of Global Cool Cities Alliance (GCCA), has access to a vast network of global heat mitigation and passive cooling experts, and will serve as a key connector between the City of Jackson's team and the various model international cities listed in the grant, as well as other useful contacts when needed; and

WHEREAS, Mr. Shickman will provide technical assistance and guidance on effective implementation of the proposed heat mitigation interventions and policy; and

WHEREAS, Mr. Shickman will document the City of Jackson's team progress, challenges, and lessons learned, and will capture these insights in the form of a case study which - upon project completion-- will be published and shared both nationally and globally.

WHEREAS, the City of Jackson will pay MULTIPLIER for the services rendered by Mr. Shickman as consultant in an amount not to exceed \$3,850.00 for Year 1 of the grant, \$3,850.00 for Year 2 of the grant, \$2,255.00 for Year 3 of the grant, beginning November 1, 2020 through April 30, 2023, for a total not to exceed \$9,955.00 over the term of the RWJF grant project.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with MULTIPLIER for the services performed by Mr. Shickman as a consultant on the Robert Wood Johnson Foundation's *Going Green for a Cool, Healthy Jackson (CHJ)* project.

IT IS FURTHER ORDERED that MULTIPLIER will be compensated in an amount not to exceed \$9,955.00 (for services performed by Kurt Shickman) over 30 months from November 1, 2020 – April 30, 2023, upon submission of monthly invoices to the City of Jackson for payment.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EDUCATION NETWORK DEVELOPMENT AGREEMENT WITH JACKSON PUBLIC SCHOOL DISTRICT PURSUANT TO THE POWER AND AUTHORITY GRANTED THE CITY OF JACKSON IN SECTION 21-17-5 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED.

WHEREAS, in March 2020, federal, state, and local emergencies were declared based on the COVID-19 pandemic; and

WHEREAS, the pandemic has resulted in the implementation of virtual or remote learning programs in the Jackson Public School District so that student education continues; and

WHEREAS, internet connectivity is critical to the remote or virtual learning of students matriculating within the Jackson Public School District; and

WHEREAS, some Jackson Public School District student households are affected by a “digital divide” because of inadequate internet connectivity or the absence of internet service; and

WHEREAS, the United States Congress passed Public Law 116-136 which is commonly referred to as the CARES Act; and

WHEREAS, the Jackson Public School District received funding pursuant to the CARES Act to assist in its education of students and the implementation of remote and virtual learning necessitated by the pandemic; and

WHEREAS, the Jackson Public School District and the Administration have had discussions on the feasibility of installing fiber and equipment which would improve internet connectivity and be used by the households of Jackson Public School District scholars; and

WHEREAS, the installation of the fiber and equipment would require use of certain infrastructure owned and controlled by the City of Jackson, including but not limited to telecommunication towers and existing fiber optic cable; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, entering into a mutually beneficial agreement with the Jackson Public School District regarding the installation of fiber and equipment on municipal infrastructure to increase

internet connectivity is not prohibited by the Mississippi Constitution of 1890, the Mississippi Code of 1972, or other state laws; and

WHEREAS, the best interest of the public would be served by agreeing to authorize the Jackson Public School District to use municipal infrastructure for the installation of fiber and equipment which will address the digital divide and improve internet connectivity; and

WHEREAS, the Administration and the Jackson Public School District's negotiations have resulted in a proposed agreement containing the following terms:

1.0 TABLE OF EXHIBITS

Exhibit A: City Infrastructure to be Utilized in Support of the Network: City-Owned Towers and Existing City Fiber

Exhibit B: New Fiber Construction

Exhibit C: Antenna Site License Agreement

2.0 DEFINITIONS

"Agreement" means this Agreement, any Exhibits, Appendices, or other attachments referenced herein or subsequently adopted by the Parties and made subject to this Agreement, and all amendments to any of the above duly executed by the Parties.

"Antenna Site License" means an agreement by which the City grants to JPS the right to attach wireless facilities to City-owned telecommunications towers. An Antenna Site License is included as Exhibit C to this Agreement.

"Applicable Standards" means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code ("NESC"); the National Electrical Code ("NEC"); the regulations of the Federal Communications Commission ("FCC"); the Occupational Safety and Health Administration ("OSHA"); provisions of the City's, county's, or State of Mississippi building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference in to this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of the City, state or federal authority having jurisdiction over such facilities.

"Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

"City" means the City of Jackson, Mississippi.

"Customer Premises Equipment" (CPE) means terminal and associated equipment and inside wiring located at a user premises that is necessary for the receipt of Network services, and which is provided and installed by JPS.

"Effective Date" means the date on which this Agreement is executed by the second and final signatory.

"JPS" means Jackson Public Schools, or its agent for purposes of this Agreement.

"JPS Scholar" means a student within the JPS K-12 public school system.

"JPS Wireless Network" or "Network" means and includes, without limitation, all cables, conduits, innerducts, manholes, handholes, cabinets, optical fiber strands, structures, shelters, poles or pole line attachments, antennas, transmitters, electronics, and similar equipment owned and/or controlled by JPS over which the Service will be delivered.

"Service" means the broadband Internet access service provided using the JPS Wireless Network.

“WISP” or “Wireless Internet Service Provider” means a provider of broadband Internet access service delivered using the JPS Wireless Network in accordance with standards established by JPS, in consultation with the City.

3.0 TERM.

This Agreement shall have an initial term of two (2) years, beginning on the Effective Date (“Initial Term”). Prior to the conclusion of the initial term, the Parties shall confer to discuss objectives and negotiate terms for the future operation and potential expansion of the Network.

4.0 PROJECT OVERVIEW

4.1 Purpose. The City and JPS will cooperate to deploy an education network (“JPS Wireless Network”) for the benefit for JPS students, as a measure to address a “digital divide” that has been severely exacerbated by the COVID-19 pandemic. While JPS has transitioned to remote online learning for the foreseeable future, many JPS students have inadequate or no Internet access.

4.2 The JPS Wireless Network will consist of JPS-owned wireless equipment attached to certain City-owned telecommunications towers, from which last-mile wireless Internet access will be transmitted to eligible JPS Scholar Households through a WISP selected and controlled by JPS. The wireless network will be connected to upstream/backbone Internet service (i.e., backhaul) through City-controlled fiber optic cable connected to the City-owned telecommunications towers.

5.0 USE OF CITY INFRASTRUCTURE

The City will grant to JPS the right to use certain City facilities to enable the development and operation of the Network. Such facilities include City-owned towers and City fiber, as described in this section. Use of additional City facilities may be arranged by mutual consent of the Parties.

5.1 Use of City-Owned Towers

5.1.1 Antenna Site License. The City will grant to JPS one or more Antenna Site Licenses conferring upon JPS the right to attach Network equipment to City-owned telecommunications towers identified in Exhibit A, in accordance with the terms of such License agreement. An initial Antenna Site License agreement is included as Exhibit C to this Agreement.

5.1.2 Compensation to City. In exchange for the grant of Antenna Site Licenses under this Agreement, ownership of all fiber optic infrastructure (including fiber optic cable and conduit) procured and installed by JPS in support of the JPS Wireless Network throughout the Term shall be transferred to the City, as set forth in Section 5.3.3.

5.2 Use of City Fiber

5.2.1 Grant of right to use. In order to connect Network equipment that is attached to City-owned telecommunications towers to an Internet backbone, the City will grant, and by this Agreement does grant, a right of use to JPS for the duration of the Term in certain fiber optic strands controlled by the City (as initially identified in Exhibit A). The grant of use described herein is limited to the extent of the City’s rights in such fiber optic strands.

5.2.1.1 The grant shall be specified “dark” or un-activated fiber optic strands, as more fully described in Exhibit A. Installation and activation of Network electronic equipment shall be solely the responsibility of JPS.

5.2.1.2 The grant of use shall be non-exclusive, as to other fiber optic strands in a particular cable. The City reserves the right to

grant or dispose of rights it may hold in other fiber optic strands within a fiber optic cable.

5.2.2 Nothing in this Agreement shall confer upon JPS any right of ownership in or control over City fiber, except as described herein. Neither JPS nor its contractors may access or utilizing City fiber except as expressly set forth herein.

5.3 New Fiber Serving JPS Wireless Network

5.3.1 Generally. JPS will procure, install, activate and operate certain new fiber optic cable necessary to connect Network facilities attached to specified City-owned towers, as initially described in Exhibit A and subject to modification and refinement by the Parties. Such fiber shall be installed in accordance with all City regulations concerning construction in the public and upon City-owned property, as applicable. JPS will be responsible for obtaining and complying with all applicable standards and authorizations related to such installation, activation and operation.

5.3.2 Permits. In recognition of the urgent need for Service to be made available to JPS families, the City will issue permits as rapidly as reasonably possible for construction of new fiber optic cable described in this subsection.

5.3.3 Ownership and Maintenance of New Fiber. All new fiber optic cable described in this subsection shall be deemed the property of the City of Jackson upon the occurrence of the following three events: (1) the new fiber has been successfully tested, (2) such fiber is operationally connected to the Network, and (3) the Network serves at least one JPS Scholar Household. JPS shall provide the City with appropriate as-built documentation and test data regarding the new fiber optic cable in accordance with industry standards. The transfer of fiber ownership from JPS to the City shall include all applicable warranties inuring to JPS with respect to the fiber in question. The City will provide physical maintenance of the new fiber optic cable that it owns consistent with its maintenance of existing City fiber optic cables.

5.3.4 Activation and Operation. Activation, splicing, interconnection, and ongoing operation of new fiber installed in support of the JPS Wireless Network will be performed by JPS or JPS-approved contractors, in compliance with Applicable Standards. The City will cooperate with and provide reasonable assistance in furtherance of such tasks.

6.0 NETWORK EQUIPMENT

6.1 Generally. All Network equipment, including, without limitation, all Network equipment attached to City-owned towers and all equipment used to activate and operate fiber optic cable as described in this Agreement, will be procured, owned, maintained, and operated by JPS. Network equipment does not include existing or new fiber optic cable installed by JPS or by the City itself.

6.1.1 The City shall have the right to inspect, or cause to be inspected, Network equipment to ascertain whether the Network is maintained in accordance with applicable standards and this Agreement. A refusal to permit such inspection may be subject to a penalty as specified in Miss. Code Ann. § 21-27-37.

6.2 JPS Barcodes. JPS will cause bar codes to be affixed to Network equipment attached to City-owned towers, clearly identifying such equipment as being owned by JPS.

6.3 Transfer or Assignment of Network Equipment. JPS may transfer or assign control or ownership of Network equipment to another entity selected by JPS, such as a WISP, after having acquired the City's prior written consent. The City may reasonably require any assignee to agree in writing to additional terms not included in this Agreement, as may be appropriate in the case of an assignment to a private entity. As a condition of any such assignment or transfer, JPS shall require the assignee to comply with all provisions of this Agreement applicable to JPS, as well as additional terms that may be required by the City because of the assignment by JPS to a private entity.

6.4 Addition of City-Owned Equipment. The City may add City-owned equipment to the Network without charge, for use by the City, provided that such additional equipment complies with applicable law and does not substantially interfere with Network equipment or Services.

7.0 WIRELESS INTERNET SERVICE PROVIDER (WISP)

7.1 Establishment. With the support and cooperation of the City, JPS shall bear primary responsibility for establishing or engaging a WISP to provide Internet access service using the Network and to coordinate the Network customer relationship. The terms of such Service will be administered by JPS.

7.2 Technology. JPS will identify appropriate technologies to accomplish Service-related objectives for the Network, including spectrum requirements, wireless transmission capabilities, and customer premises equipment.

7.3 Service

7.3.1 Service objectives. The WISP will deliver Internet access to eligible users in the selected service area (as described in Section 8.0) at speeds of up to 250/50 to 50/10 mps depending on the proximity to the transmitting tower. Service will be provided to users on a "best efforts" basis, with no service level agreement or guarantees.

7.3.2 Fees. Internet access service provided by the Network will be made available to JPS Scholar Households at no charge for at least two years from the date of initial activation.

7.3.3 Qualifying users. JPS will be responsible for establishing criteria by which users may be qualified to receive Network Service, and for making determinations of qualification in particular cases. All such determinations of qualification shall be made in a manner consistent with the federal Civil Rights Act of 1964, and other applicable law.

8.0 ELIGIBLE SERVICE AREA

8.1 Generally. The City and JPS will cooperate to identify and prioritize eligible service areas for the Network.

8.2 Initial Service Area. The initial service area for the Network will be in West Jackson, as follows:

1. The area west of Route 22, in and around Clinton, and
2. The area to the south that borders Forest Hill Road, and along McCluer Road and along Siwell Road.

8.3 Additional Service Areas. Following deployment in the initial service area, JPS will proceed to make service available from the Network to other areas of the City, to the extent feasible, as identified and prioritized through joint consultation of JPS and City personnel.

9.0 DEPLOYMENT TIMETABLE

The Network must be operational and the first JPS Scholar Household connected to the Network no later than March 1, 2021.

10.0 FINANCIAL MATTERS

10.1 Primary funding for the construction of the JPS Wireless Network will be derived from federal CARES Act funding made available to JPS.

10.2 The City and JPS understand that CARES Act funding can and will be used to support the initial development of the JPS Wireless Network. Neither party guarantees that such funds will be available nor that the JPS Wireless Network will qualify for such funds. In the event such funds are unavailable, JPS and the City shall cooperate in good faith to determine shared responsibility for the disposition of the Network.

11.0 USE OF THE NETWORK

Both the City and JPS may use the Network for all lawful purposes.

12.0 MISCELLANEOUS

12.1 Regulatory compliance. JPS will comply, and cause its contractors to comply, with all applicable federal, state and local regulations, Authorizations, and Applicable Standards relating to Network construction and operation and the provision of Services. The City will cooperate with JPS and provide reasonable support in its efforts to satisfy state and federal compliance and reporting obligations.

12.2 Insurance. JPS will obtain and maintain, and will require its contractors and agents to obtain and maintain, as applicable, insurance coverage of the kind and in the amounts required by the City during the term of this agreement and any extension of the agreement.

12.3 Indemnification. JPS will cause its contractors to agree to indemnify the City as to any claims or causes of action, including for reasonable attorney's fees, arising out of, or relating to, the acts or omissions of such contractors.

12.4 Taxes and Fees. Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes, charges, or assessments (including, but not limited to, universal service fees, if any) on or levied against any transaction or event arising from the performance of this Agreement.

12.5 Assignment. Neither Party may assign, sell, transfer, delegate or in any other manner dispose of any rights, privileges or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any attempt to make any such assignment, sale, transfer, delegation or disposition without any such prior written consent of the other Party shall be null and void.

12.6 Default and Remedies.

12.6.1 Default. A Default under this Agreement shall occur if (a) a Party materially breaches this Agreement, (b) such breach is not excused by any provision of this Agreement, and (c) such breach continues unremedied for a period of sixty (60) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within sixty (60) days and the breaching Party within that time has promptly commenced a cure, there shall be no Default if the Party diligently continues such cure to completion.

12.6.2 Remedies. Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Agreement and pursue any other remedy available to it at law or in equity.

12.7 Force Majeure.

12.7.1 Force Majeure Events. Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, epidemic, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event").

12.7.2 Response to Force Majeure Events. A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

12.7.3 Suspension Pending Force Majeure. The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time in which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

12.8 Confidentiality.

12.8.1 Confidential Information. If either Party provides or has provided confidential or proprietary information ("Confidential Information") designated as such to the other Party, the receiving Party shall hold such information in confidence and shall afford it the same care and protection that it affords to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as otherwise provided below. Except as provided in the preceding subsection, this Agreement and its terms shall not be deemed the Confidential Information of both Parties. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party and shall be used by the receiving Party only for the intended purposes set forth in this Agreement. Except as otherwise required by law, after the receiving Party's need for Confidential Information has expired, or upon the reasonable request of the disclosing Party, or promptly following the termination or expiration of this Agreement, the receiving Party shall destroy or return to the disclosing Party all Confidential Information, including all copies of such information, and all notes, summaries, or other writings reflecting Confidential Information. The receiving Party shall not reproduce Confidential Information, except to the extent reasonably necessary to perform under this Agreement, or as otherwise may be permitted in writing by the disclosing Party.

12.8.2 **Exceptions.** The foregoing provisions of this section shall not apply to (i) any required disclosures to any government authority, (ii) disclosures required under the Freedom of Information Act and applicable state or local government open records laws, (iii) any Confidential Information or any provisions of this Agreement which becomes publicly available, other than through the Party claiming this exception, or is required to be disclosed by law, (iv) Confidential Information that is independently developed by the receiving Party without breach of any obligation of confidentiality; (v) Confidential Information that becomes available to the Party claiming this exception without restriction from an unrelated third party, or becomes relevant to the settlement of any dispute or enforcement or defense of either Party's rights under this Agreement, provided that appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information to the extent permissible in accordance with such settlement or enforcement process; or (vi) disclosures of this Agreement to any proposed permitted assignee provided that each such proposed assignee agrees to be bound by confidentiality obligations no less stringent than those set forth herein.

12.8.3 **Survival.** The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

12.9 **Severability.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect, except to the extent the affected provision is a material provision which negates the contemplated benefits of the transaction, in which event the parties shall negotiate in good faith for alternatives to achieve the contemplated consideration, or the adversely impacted Party shall have the right to terminate this Agreement on one hundred eighty (180) days notice.

12.10 **Entire Agreement; Amendments. Entire Agreement; Amendments.** This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Education Network Agreement containing the terms proposed and set forth in this Order.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to take actions necessary to affect the purpose and intent of this Order save for an action which would result in the expenditure of municipal funds without approval of the Jackson City Council.

IT IS THEREFORE ORDERED that municipal personnel and services may be utilized as necessary to ensure that the intent and purpose of this Order is achieved.

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

President Banks recognized **Robert Blaine, Chief Administrative Officer**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENT WITH JACKSON PUBLIC SCHOOL DISTRICT PURSUANT TO THE POWER AND AUTHORITY GRANTED THE CITY OF JACKSON IN SECTON 21-17-5 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED.

WHEREAS, in March 2020, federal, state, and local emergencies were declared based on the COVID-19 pandemic; and

WHEREAS, the pandemic has resulted in the implementation of virtual or remote learning programs in the Jackson Public School District so that student education continues; and

WHEREAS, internet connectivity is critical to the remote or virtual learning of students matriculating within the Jackson Public School District; and

WHEREAS, some Jackson Public School District student households are affected by a “digital divide” because of inadequate internet connectivity or the absence of internet service; and

WHEREAS, the United States Congress passed Public Law 116-136 which is commonly referred to as the CARES Act; and

WHEREAS, the Jackson Public School District received funding pursuant to the CARES Act to assist in its education of students and the implementation of remote and virtual learning necessitated by the pandemic; and

WHEREAS, the Jackson Public School District and the Administration have had discussions on the feasibility of installing fiber and equipment which would improve internet connectivity to be used by the households of Jackson Public School District scholars; and

WHEREAS, the installation of the fiber and equipment would require use of certain infrastructure owned and controlled by the City of Jackson, including but not limited to telecommunication towers and existing fiber optic cable; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, entering into a mutually beneficial agreement with the Jackson Public School District regarding the use of the City’s telecommunications towers to install equipment resulting in an increase internet connectivity is not prohibited by the Mississippi Constitution of 1890, the Mississippi Code of 1972, or other state laws; and

WHEREAS, the best interest of the public would be served by agreeing to authorize the Jackson Public School District to use the City’s telecommunications towers for the installation of equipment, which will address the digital divide and improve internet connectivity; and

WHEREAS, the governing authorities for the City of Jackson approved the Mayor’s execution of an Education Network Development Agreement with the Jackson Public School District to address the digital divide; and

WHEREAS, the Education Network Development Agreement contemplates that the City would enter into an Antenna Site License Agreement for the use of municipally owned Telecommunications Towers;

WHEREAS, the proposed Antenna Site License Agreement contains the following provisions and is similar to Antenna Site License Agreements that the City has with private entities save for some provisions which are unique and customized based on the Education Network Development Agreement and the public entity status of the Jackson Public School District;

TABLE OF EXHIBITS

Exhibit A - Tower Locations

Exhibit B - Site Equipment Description and Technical Specifications

1.0 Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise specifies, have the following meanings:

“Antenna Site” means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect the Licensee’s Site Equipment.

“Applicable Standards” means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Site Equipment and the performance of all work on the Premises, and includes the most current versions of National Electric Safety Code (“NESC”); the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”); the Occupational Safety and Health Administration (“OSHA”); provisions of the City’s, County’s, or State of Mississippi building, construction, zoning, and safety codes; and rules and regulations relating to installation of communications equipment on towers; each of which is incorporated by reference into this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of the City, state or federal authority having jurisdiction over such facilities.

“Cabinet Pad” means a concrete pad adjacent to the Tower constructed by Licensee at its sole cost and expense designated by Licensor for Licensee’s exclusive use and installation of communications equipment. The design and location of any such pad shall be subject to Licensor’s prior approval which shall not be unreasonably withheld or delayed.

“Effective Date” means the date on which this Agreement is signed by the second and final signatory.

“Site Equipment” means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith, approved by Licensor for installation, operation and maintenance on the Antenna Site.

“Tower” means each of Licensor’s towers and associated structural hardware located at the following geographic coordinates, as may be further described in Exhibit A, as may be amended from time to time upon the mutual written consent of the parties:

- LAT 32-21-22.4, LONG -90-10-31.3, more particularly described as Site 4, FireStation 7;
- LAT 32-15-12.7, LONG -90-14-46.1, more particularly described as Site 21, Cooper Rd.;
- LAT 32-17-31.3, LONG -90-13-18.3, more particularly described as Site 27, Hattiesburg St.

2.0 License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor does hereby grant unto Licensee a nonexclusive License (the “License”) to use the Antenna Site for the installation, operation and maintenance, at Licensee’s sole expense and risk, of Licensee’s Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment which Licensee owns for purposes of providing any lawful communications services. Licensee shall have the right to maintain,

repair, replace and modify the Site Equipment from time to time, without Licensor's consent, provided any such modification is not a substantial modification.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to the entire Antenna Site, but not Licensee's Site Equipment, at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its Site Equipment to a different area of the Antenna Site in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment.

(e) Licensee, Licensee's employee's agents, contractors and invitees are entitled to access the Premises twenty-four (24) hours a day, seven (7) days a week.

3.0 Term.

(a) Initial Term Period. The initial term of the License granted under this Agreement shall be a period of ten (10) years from the Effective Date.

(b) Renewal Terms. Provided that Licensee is in full compliance at the time, the Licensee shall have the option to renew the License granted hereunder for up to two (2) additional terms of five (5) years each by providing written notice of renewal at least thirty (30) days prior to the scheduled expiration of the then-current term. The Parties may renew the license for a third renewal term of five (5) years upon mutual written agreement ("Renewal Terms").

(c) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for thirty (30) days.

4.0 Compensation. As consideration for the License granted herein, Licensee has agreed to grant to City ownership in certain fiber optic cable procured and installed by JPS, as more fully described in an agreement between the parties entitled "Education Network Development Agreement."

5.0 Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with Applicable Standards and such reasonable technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation. If any new standards require that Licensee modify or revise the then-existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions within a reasonable time thereafter.

6.0 Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees that Licensor may, at Licensor's option, shut down

Licensee's equipment upon twenty-four (24) hours prior verbal notice to Licensee; provided, however, that if an emergency situation exists, which Licensor reasonably determines in its sole discretion to be attributable to Licensee Site Equipment, Licensor shall immediately verbally notify Licensee, who shall act immediately to remedy the emergency situation. Should Licensee fail to remedy said emergency situation, Licensor may then act to shut down Licensee equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, Licensor may, at its option, either terminate this Agreement forthwith, or may require that Licensee immediately remove from the Antenna Site the specific item of Site Equipment causing such interference. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties.

7.0 **Maintenance.** Licensor shall, at its expense, be responsible for the maintenance of the Tower and Premises and shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular access. Licensee shall be responsible, at Licensee's expense, for the maintenance of its Tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to notice from Licensor to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's Site Equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs expeditiously, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within thirty (30) days of the date of such invoice. Only tower service organizations approved in advance by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower, which notice shall be at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances, in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the tower unless and until Licensee or its agents have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding safe, neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8.0 **Electrical Facilities.** In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom. Notwithstanding the foregoing, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensee's Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown outside of the normal business day. Licensor also agrees to make reasonable effort to cooperate with Licensee in obtaining temporary alternate power during

scheduled maintenance operations, but Licensor shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9.0 Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with Applicable Standards and technical standards described in Section 5, all applicable federal, state and local laws, ordinances and regulations (including without limitation the FCC, FAA and City and Fire Codes) and any other rules and regulations applicable to the Antenna Site.

10.0 Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed by Licensor. If Licensee assigns, the Licensor may condition approval of its consent upon the Assignee's agreement to other terms and conditions. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

(b) Licensor shall have the right to freely transfer and assign, in whole or in part, all of its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder.

11.0 Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, for which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensee's Site Equipment.

12.0 Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specifications of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the standards described in Section 5.0 of this Agreement. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulation or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for Cause. If Licensee performs its own installation, modification or maintenance work, licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13.0 Removal of Site Equipment.

(a) If Licensee is performing all of its obligations hereunder, Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement, provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Antenna Site to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without Licensor's written consent for such equipment not to be removed, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may use, remove and/or dispose of such Site Equipment as Licensor sees fit. Unless Licensor elects to use the Site Equipment, Licensee shall pay Licensor's costs and expenses of removing and/or disposing of the Site Equipment.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14.0 Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. In the event of total destruction of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors, thenceforth this License shall cease and come to an end. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15.0 Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licensor, subject to applicable court orders.

16.0 Damages from Certain Causes. Licensor or its agents shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority. Licensor shall not be liable for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Antenna Site, or failure to make any such repairs.

17.0 Licensee Liability Insurance. Licensee shall, at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company acceptable to Licensor, such insurance to afford minimum protection as follows:

Bodily Injury \$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident

Property Damage \$500,000 for damage as a result of any one accident

Public liability \$1,000,000

Worker's Compensation Statutory Limits

Licensee agrees that (1) each such policy shall name Licensor as an additional insured, (2) each such policy shall contain a provision that it may not be canceled without

hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24.0 Alteration. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

25.0 Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be approved by Licensor hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26.0 Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and, except to the extent that this Agreement provides otherwise, none shall exclude any other rights or remedies allowed by law.

27.0 Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Venue shall lie in the State and federal courts located in the City of Jackson, Mississippi.

28.0 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A

TOWER LOCATIONS AND DESCRIPTION

- LAT 32-21-22.4, LONG -90-10-31.3, more particularly described as Site 4, Fire Station 7; mounting height 115' AGL
- LAT 32-15-12.7, LONG -90-14-46.1, more particularly described as Site 21, Cooper Rd.; mounting height 150' AGL
- LAT 32-17-31.3, LONG -90-13-18.3, more particularly described as Site 27, Hattiesburg St.; mounting height 120' AGL

EXHIBIT B Equipment and Specifications to be determined

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute an Antenna Site License Agreement with the Jackson Public School District which contains the provisions set forth in this Order.

IT IS THEREFORE ORDERED that the Mayor may perform those actions necessary to affect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

IT IS THEREFORE ORDERED that municipal personnel may be used and are authorized to perform those acts necessary for the achievement of the objectives of this order; however, municipal personal may not agree to the expenditure of municipal funds or attempt to expend municipal funds in contradiction of municipal procedure or the laws of the State of Mississippi.

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

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

Nays – None.

Absent – Stokes.

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:

ELKINS WHOLESALE P O BOX 2278 LAUREL, MS 39442	Cleaning Supplies for COVID-19	\$12,664.25
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$2,388.85
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$69,799.10

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, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS INTERNET 200 SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI, AT THE GROVE PARK MUNICIPAL GOLF COURSE, TO OPERATE SECURITY CAMERAS.

WHEREAS, the Department of Parks and Recreation of the City of Jackson, Mississippi (“City of Jackson”) has a need to install high speed internet with wi-fi service at the Grove Park Municipal Golf Course to operate security cameras; and

WHEREAS, the Department of Parks and Recreation sought and received two (2) separate quotes from Comcast to determine the best, most feasible and lowest cost saving option; and

WHEREAS, the Department of Parks and Recreation chose the Business Internet 200 Data Package for its discounted rate of \$148.50 for months 1-12, increasing to \$150.00 for months 13-24; and

WHEREAS, this data package also includes a Monthly Equipment Fee of \$18.45, a one-time Professional Installation Fee of \$99.95; and

WHEREAS, the quote received are reasonable for the services to be provided.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute One (1) Business Class Internet 200 Service Order Agreement with Comcast, for a two (2) year term, as well as any and all documents related thereto, for the installation and maintenance of business internet with wi-fi at the Grove Park Municipal Golf Course.

IT IS FURTHER ORDERED that the monthly service charge cost will not exceed \$150.00, plus any applicable fees, for services as well as a one-time Professional Installation charge of \$99.95, at the Grove Park Municipal Golf, and shall be paid from general funds budgeted for use by the Department of Parks and Recreation upon submission and approval of invoices from Comcast, as applicable at a cost not to exceed \$4,100.00.

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

President Banks recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM AED SECURITY FOR SERVICES RENDERED TO THE PARK MAINTENANCE AND PETE BROWN GOLF FACILITIES, FROM OCTOBER 1, 2020 THROUGH JANUARY 31, 2021, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AED SECURITY.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the security and care of our park facilities by providing year-round Alarm Monitoring and Maintenance Services; and

WHEREAS, the City of Jackson, Department of Parks and Recreation is attempting to avoid costly burglaries and instances of vandalism issues; and

WHEREAS, the previous agenda item honored invoices received from AED Security, to be paid a term period of July 1, 2020 through September 30, 2020; and

WHEREAS, the Department has received two (2) additional invoices from AED Security for services rendered October 1, 2020 through January 31, 2021 as specified below; and

AED SECURITY			
Service Location	INVOICE	ACCOUNT	AMOUNT
Park Maintenance Facility 4736 Clinton Boulevard Jackson, MS 39204	0006547	005-501.10-6420	\$120.00
Pete Brown Golf Facility 3200 W. Woodrow Wilson Avenue Jackson, MS 39213	0006669	005-501.10-6420	\$120.00
Total – 10-01-20 through 01-31-21			\$240.00

WHEREAS, in furtherance to the City of Jackson, Department of Parks and Recreation, will continue to utilize Alarm Monitoring and Maintenance Services for park facilities by AED Security, for the period of February 1, 2021 through May 31, 2021.

WHEREAS, the Department of Parks and Recreation believes honoring all invoices received to present, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Alarm Monitoring and Maintenance Services accepted from AED Security from October 1, 2020 through January 31, 2021, at the Park Maintenance and Pete Brown Golf Facilities are hereby accepted, and said payments for the same are authorized in the amount of Two Hundred Forty Dollars (\$240.00).

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with AED Security for Alarm Monitoring and Maintenance Services at the Park Maintenance and Pete Brown Golf Facilities for a term period of February 1, 2021 through May 31, 2021, in an amount not to exceed Two Hundred Forty Dollars (\$240.00), from for Account 005-501.10-6420.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING PAYMENT TO THE ZOOLOGICAL ASSOCIATION OF AMERICA (ZAA) FOR RENEWAL OF THE 2021 ZAA ANNUAL MEMBERSHIP DUES FOR THE JACKSON ZOO.

WHEREAS, the Zoological Association of America (ZAA) is a non-profit, membership-based, accrediting organization dedicated to responsible wildlife management, conservation, and education; and

WHEREAS, the ZAA accreditation ensures that the Jackson Zoo continues to meet all ZAA guidelines to maintain and uphold the highest level of professional standards in animal welfare, safety, and ethics; and

WHEREAS, the Department of Parks and Recreation desires to retain for the Jackson Zoo its current ZAA accreditation by renewing their 2021 annual membership dues in the amount of Three Thousand Five Hundred Dollars (\$3,500.00); and

IT IS, THEREFORE, ORDERED that the City is hereby authorized to make payment to the Zoological Association of America (ZAA) for annual membership dues in the amount of Three Thousand Five Hundred Dollars (\$3,500.00).

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING PAYMENT TO THE TROPHY SHOP FOR PLAQUES FOR PREVIOUS RECRUIT CLASSES.

WHEREAS, the City of Jackson Police Department periodically conducts recruit classes to train new police officers, and

WHEREAS, upon completion of each class, there is commemorative class plaque as well as individual award plaques presented during the graduation ceremony for said training classes, and

WHEREAS, The Trophy Shoppe has provided those plaques for the Jackson Police Department for the 58th and 59th Recruit classes at a total cost of \$244.00, and

WHEREAS, the Jackson Police Department has sufficient funding to pay said invoices in their general fund.

IT IS HEREBY ORDERED that the Jackson Police Department is authorized pay the Trophy Shoppe \$244.00 for past due invoices.

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

President Banks recognized **Deputy Chief Macon, Jackson Police Department**, who provided the Council with an overview of said item.

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

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

ORDER AUTHORIZING THE CITY OF JACKSON POLICE DEPARTMENT TO PAY WAFFLE HOUSE AND COUNTRY FISHERMAN FOR MEALS DURING RECRUIT CLASSES FOR THE REMAINDER OF FISCAL YEAR 2021.

WHEREAS, the City of Jackson Police Department is conducting 8-week bubble recruit classes to train and certify new police officers, and

WHEREAS, the Police Recruits are housed in the barracks of the Jackson Police Training Academy for the duration of their training, and

WHEREAS, the Waffle House and Country Fisherman provided meals previously for the 60th (bubble) recruit class at a cost of \$7.00 per person for breakfast through Waffle House, \$9.50 per person per meal Monday through Thursday, and \$10.00 per person per meal Friday through Sunday for lunch and dinner through the Country Fisherman, and

WHEREAS, the Jackson Police Department, Waffle House, and Country Fisherman are satisfied with the arrangements currently in place, and

WHEREAS, the Jackson Police Department must provide meals for Police Recruits and Training Staff, and

WHEREAS, Jackson Police Department has funds set aside sufficient to cover the cost of these meals for the duration of the FY2021 fiscal year.

IT IS HEREBY ORDERED that the Jackson Police Department is authorized to continue to utilize Waffle House and Country Fisherman to provide meals for the recruit classes for the remainder of this fiscal year at a cost not to exceed \$60,000.00.

IT IS, FURTHER ORDERED that the said funds will be expended from GL account 001-442-26-6419 Other Professional Services.

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

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

ORDER AUTHORIZING PAYMENT TO COOPER'S LOCK & KEY SERVICE FOR KEY SERVICE AT THE REAL TIME COMMAND CENTER.

WHEREAS, the Jackson Police Department Real Time Command Center was in need of door locks for added security; and

WHEREAS, the City of Jackson Police Department Real Time Command Center is a state-of-the-art facility; and

IT IS, THEREFORE, ORDERED that payment be made to Cooper's Lock & Key Service for the performance rendered of this task in the amount of \$1,749.60.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

Council Member Tillman moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING PAYMENT TO BADGEPASS FOR THE JPD IDENTIFICATION UNIT ACCESS BADGE.

WHEREAS, the Jackson Police Department's Identification Unit uses equipment that requires special software and hardware to continue to operate; and

WHEREAS, the City of Jackson Police Department's Identification Unit uses scan badges to control the access to JPD Headquarters; and

WHEREAS, BadgePass has provided continue maintenance/upgrades to the software and hardware.

IT IS, THEREFORE, ORDERED that payment be made to BadgePass for the services rendered in the amount of \$2,025.00.

IT IS FURTHER ORDERED that payment for said services be made from the City of Jackson General Fund.

Council Member Lindsay moved adoption; Council Member Tillman seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF FINANCE AND ADMINISTRATION CONCERNING SENATE BILL 2969 TO ASSIST THE CITY OF JACKSON FIRE DEPARTMENT IN PURCHASING A NEW FIRE TRUCK.

WHEREAS, SB 2969 passed in September of 2020; and

WHEREAS, Section 28 of SB 2969, 2020 Regular Legislative Session authorized expenditures from the State BP Settlement Fund, as created in Section 27-103-301.1, Mississippi Code of 1972, as amended, for certain projects; and

WHEREAS, SB 2969 appropriated funds in the amount of \$ 225,000 to the City of Jackson Fire Department to assist in purchasing a new fire truck; and

WHEREAS, subsequent to SB 2969 passing an Memorandum of Understanding (MOU) was issued between the Department of Finance and Administration (DFA) and City of Jackson Fire Department; and

WHEREAS, the above aforementioned MOU has certain provisions thereof; and

WHEREAS, these provisions are stated below; and

WHEREAS, the City of Jackson shall maintain the Projected Funds in a separate bank account and not in a separate fund within the accounting system; and

WHEREAS, the funds cannot be commingled with other funds; and

WHEREAS, the City of Jackson agrees to make every effort to expend funds within thirty-six (36) months from the date of receipt of the State; and

WHEREAS, the City of Jackson agrees that if any proceeds from the Project Funds are remaining said funds are to be returned to DFA; and

WHEREAS, the City of Jackson agrees to provide quarterly notarized reports to the DFA that summarizes Project status and expenditures; and

WHEREAS, the funds must be solely expended for the purpose (s) allowed for in the enabling legislation; and

IT IS HEREBY ORDERED that the Mayor of the City of Jackson shall be authorized to execute an MOU with the Department of Finance and Administration.

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

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

* * * * *

ORDER ACCEPTING BID OF HOWARD TECHNOLOGY SOLUTIONS FOR THIRTY-FIVE GETAC VIDEO SOLUTIONS.

WHEREAS, bids were solicited for a in car video solution for the Jackson Fire Department 35 apparatus; and

WHEREAS, on January 4, 2021, one bid for 35 Getac Video Solutions were received; and

WHEREAS, Howard Technology Solutions Bid with the specification; and

WHEREAS, the Information Systems Division of the Administration Department recommends that the City accept the bid of Howard Technology Solutions in the amount of \$358,680.60.

IT IS THEREFORE ORDERED, that the bid of Howard Technology Solutions in the amount \$358,680.60 be accepted as the lowest and best bid and that the Mayor is authorized to execute all documents necessary to complete this transaction, including, but not limited to the execution of any maintain agreements.

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

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

* * * * *

ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR O.B. CURTIS WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC., FOR THE PERIOD OF NOVEMBER 1, 2020 THROUGH NOVEMBER 30, 2020.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provided armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of November 1, 2020 through November 30, 2020 was done without prior authorization of the City Council; and

WHEREAS, the security services set forth in certain invoices attached hereto where provided to the O.B. Curtis Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from January 4, 2021.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period November 1, 2020 through November 30, 2020 are ratified and payment to Security Engineers, Inc. in the amount of \$9,895.50 be made, consistent with the attached invoices.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM SECURITY ENGINEERS, INC., FOR THE PERIOD OF NOVEMBER 1, 2020 THROUGH NOVEMBER 30, 2020.

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works is required to provided armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of November 1, 2020 through November 30, 2020 was done without prior authorization of the City Council; and

WHEREAS, the security services set forth in certain invoices attached hereto where provided to the J.H. Fewell Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from January 4, 2021.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period November 1, 2020 through November 30, 2020 are ratified and payment to Security Engineers, Inc. in the amount of \$9,883.50 be made, consistent with the attached invoices.

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

President Banks recognized **Monica Allen, Special Assistant to the City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE PURPLE CREEK (WESTBROOK ROAD) SEWER EMERGENCY REPAIR.

WHEREAS, a portion of a sewer main collapsed across Purple Creek on Westbrook Road; and

WHEREAS, the collapse resulted in the discharge of raw sewage into Purple Creek creating an environmental, human health, and public safety issue for those living on downstream on Purple Creek (Westbrook Road); and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed \$289,582.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

WHEREAS, the City Council approved a ratified contract with Hemphill Construction Company, Inc. on August 18, 2020 in an amount not to exceed \$289,582.00; and

WHEREAS, the original quote amount was for \$289,582.00, and due to additional work required to repair the asphalt pavement around the soccer fields increased the amount from \$289,582.00 to \$385,993.12; and

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

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

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final Payment is approved for the sewer main repair work on Purple Creek by Hemphill Construction Company, Inc.

IT IS, FURTHER, ORDERED that the City make final payment in the amount of \$279,493.12 to Hemphill Construction Company, Inc. and release all held securities to Hemphill Construction Company, Inc. for all the work completed and materials furnished under this contract and that the City Clerk Publish the Notice of Completion of the Purple Creek (Westbrook Road Sewer Emergency Repairs.

ORDERS

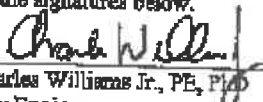
DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.


Charles Williams Jr., PE, PhD
City Engineer

1/16/20
DATE

II. REVIEWED AND APPROVED


Yaa Wanda Horton
Director of Administration

6/29/2020
DATE


Timothy Horton
City Attorney

7/9/2020
DATE

ROBERT BLAINE (MK)
Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LIMUMBA
Mayor

1/13/2021
DATE

EMERGENCY REPAIR CONTRACT

SEWER REPAIR EMERGENCY PURPLE CREEK (WESTBROOK ROAD)

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as Contractor; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc. for the sewer main repair referred to as the Sewer Repair Emergency Purple Creek (Westbrook Road); and

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Purple Creek (Westbrook Road). Contractor's work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. Contractor's duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. Contractor shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. Contractor agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay Contractor the sum of \$289,582.00 upon completion of the work performed pursuant to the written bid received from the Contractor on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by Contractor related to this project on and off the project site.

- 6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$299,582.00.
- 7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
- 8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
- 9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employees of the City.
- 10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- 11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
- 12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 21 day August, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Hemphill Construction Company, Inc.


Chokwe Antar Lumumba, Mayor


Richard Hemphill, Date 21 2020

Council Member Lindsay moved adoption; Council Member Tillman seconded.

President Banks recognized Charles Williams, Director of Public Works, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WOODROW WILSON AVENUE/PROSPERITY STREET SEWER REPAIRS.

WHEREAS, a portion of a sewer main collapsed on Prosperity Street near Woodrow Wilson Avenue; and

WHEREAS the collapse resulted in the discharge of raw sewage into nearby Town Creek creating an environmental, human health, and public safety issue for those living on downstream on Town Creek; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed \$102,424.80 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

WHEREAS, the City Council approved a ratified contract with Hemphill Construction Company, Inc. on August 18, 2020 in an amount not to exceed \$102,424.80; and

WHEREAS, the original quote amount was for \$102,424.80, and due to additional work required to repair another sewer cave-in on Prosperity Street near Glendale Drive increased the amount from \$102,424.80 to \$322,208.98; and

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

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

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final Payment is approved for the sewer main repair work on Prosperity Street by Hemphill Construction Company, Inc.

IT IS, FURTHER, ORDERED that the City make final payment in the amount of \$322,208.98 to Hemphill Construction Company, Inc. and release all held securities to Hemphill Construction Company, Inc. for all the work completed and materials furnished under this contract and that the City Clerk Publish the Notice of Completion of the Woodrow Wilson Avenue/Prosperity Street Sewer Repairs.

ORDERS

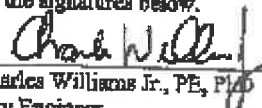
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels, the City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.


Charles Williams Jr., PE, PhD
City Engineer

6/16/20
DATE

II. REVIEWED AND APPROVED


Isa Wanda Horton
Director of Administration

6/29/2020
DATE


Timothy Horton
City Attorney

7/9/2020
DATE

ROBERT BLAINE (MK)
Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (c) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LIMUMBA
Mayor

1/13/2020
DATE

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY WOODROW WILSON
AVENUE/PROSPERITY STREET

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hamphill Construction Company, Inc., hereinafter referred to as Contractor; and

WHEREAS, it is the desire of the City of Jackson to contract with Hamphill Construction Company, Inc. for the sewer main repair referred to as the Sewer Repair Emergency Woodrow Wilson Avenue/Prosperity Street;

Now therefore in consideration of the mutual covenants and agreements of the parties recited, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Woodrow Wilson Avenue/Prosperity Street. Contractor's work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. Contractor's duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. Contractor shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. Contractor agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay Contractor the sum of \$102,424.00 upon completion of the work performed pursuant to the written bid received from the Contractor on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by Contractor related to this project on and off the project site.

- 6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$102,424.00.
- 7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
- 8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of his performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
- 9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
- 10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- 11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
- 12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below Day August 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Hemphill Construction Company, Inc.


Chokwe Antar Lumumba, Mayor
Date August 3, 2020


Date August 3, 2020

Council Member Lindsay moved adoption; Council Member Tillman seconded.

President Banks recognized Charles Williams, Director of Public Works, who provided a brief overview of said item.

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

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

ORDER ACCEPTING A PROFESSIONAL TECHNICAL SERVICES AGREEMENT WITH AJA MANAGEMENT & TECHNICAL SERVICES TO

ASSIST THE DEPARTMENT OF PUBLIC WORKS WITH DEVELOPING A RESTRUCTURING PLAN.

WHEREAS, the Department of Public Works desires to have professional planning and technical services to develop a restructuring plan for the Department of Public Works for the City of Jackson, Mississippi; and

WHEREAS, AJA Management & Technical Services, has submitted a proposal based on its experience and qualifications to provide the City of Jackson with assistance of developing a restructuring plan for the Department of Public Works at a cost not to exceed \$244,270.00; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a Professional Technical Services Agreement with AJA Management & Technical Services, in an amount not to exceed \$244,270.00.

IT IS, THEREFORE, ORDERED that a Professional Technical Services agreement with AJA Management & Technical Services, in an amount not to exceed \$244,270.00 is accepted.

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

President Banks recognized **Charles Williams, Director of Public Works**, provided the Council with an overview of said item.

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

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

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC., FOR THE ELMWOOD DRIVE SEWER EMERGENCY REPAIR.

WHEREAS, a portion of a sewer main behind 170 Elmwood Drive was causing an Sanitary Sewer Overflow (SSO); and

WHEREAS the sanitary sewer overflow (SSO) resulted in the discharge of raw sewage behind 170 Elmwood Drive creating an environmental, human health, and public safety issue for the residents on Elmwood Drive; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc., in an amount not to exceed \$64,310.00 without further authorization of the governing authorities to make repairs to the sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. in an amount not to exceed \$64,310.00 without further authorization of the governing authorities for the Elmwood Drive Sewer Emergency Repair is ratified.

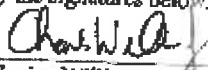
DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE

I REQUEST

The City of Jackson has discovered a sanitary sewer overflow on Elmwood Drive discharging raw sewer. The Department of Public Works believes the sanitary sewer overflow is the result of a collapsed sewer main located near 170 Elmwood Drive. The residents located at 170 Elmwood Drive have been plagued by raw sewer discharging on to their property creating health hazard. The result of the failed sanitary sewer main is violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer continuing to discharge on Elmwood Drive and into nearby creeks and drainage channels. The City needs emergency assistance from a private contractor to help repair the sanitary sewer collection system.

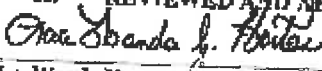
Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (c) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.



Charles Williams Jr., PE, PhD
Director/City Engineer

12/19/2020
DATE

II. REVIEWED AND APPROVED


Lisa Wanda Horton
Director of Administration

12/10/2020
DATE


Timothy Howard
City Attorney

12/14/2020
DATE


Robert Blains, PhD
Chief Administrative Officer

12/11/20
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer main failure on Elmwood Drive discharging raw sewer on to properties and into nearby creeks and drainage channels constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.


CHOKWE ANTAR LUMUMBA *CL*
Mayor *12/15/2020*

12/15/2020
DATE

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY ELMWOOD DRIVE

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a sanitary sewer main overflowing on Elmwood Drive which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as Contractor; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Elmwood Drive Sewer Emergency Repair;

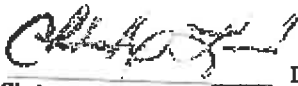
Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Elmwood Drive. Contractor's work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. Contractor's duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. Contractor shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30-calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. Contractor agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay Contractor the sum of \$64,310.00 upon completion of the work performed pursuant to the written bid received from the Contractor.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by Contractor related to this project on and off the project site.

6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$64,310.00.
7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employees of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below ___ day _____, 2021 by the parties whose signatures appear below

City of Jackson, Mississippi


 _____ Date 1/26, 2021
 Chokwe Antar Lumumba, Mayor

Contractor
Delta Constructors, Inc.


 _____ Date _____, 2021
 Joe Campbell, President

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

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

Nays – None.

Absent – Stokes.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER ENCLOSURE BUILDING PROJECT (ALL WARDS), DWI-L250008-02.

WHEREAS, on December 8, 2020, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Membrane Filter, DWI-L250008-02; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$3,142,935.00, 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 \$3,142,935.00, 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 Lindsay moved adoption; **Council Member Tillman** seconded.

President Banks recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

ORDER ACCEPTING THE TERM BID UNIT PRICES OF HEMPHILL CONSTRUCTION COMPANY UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR, MATERIAL, AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS WATER & SEWER PROJECTS.

WHEREAS, sealed term bids for Labor & Equipment to perform various Public Works Water & Sewer Projects were opened November 17, 2020 and three (3) bids were received for labor and equipment services for various Public Works Water & Sewer Projects; and

WHEREAS, the Department of Public Works, will use the contractors to perform various Water & sewer construction projects by providing labor, material and equipment to the City of Jackson; and

WHEREAS, the Department of Public Works, will issue task orders based off unity prices supplied per bid items to perform various Water & Sewer construction projects by providing labor, material, and equipment to the City of Jackson, and

WHEREAS, the staff of the Department of Public Works, has reviewed all bids submitted and recommends the governing authorities deem the term bid unit prices submitted by Hemphill Construction Company, Inc., P.O Drawer 879, Florence, Mississippi 39073-0879; Utility Constructors, Inc.; and Delta Constructors, Inc., P.O. Box 9545, Jackson, MS 39286, received November 17, 2020, as the lowest and best bid unit prices to perform various Water and Sewer construction projects by providing labor, material, and equipment to the City of Jackson.

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

President Banks recognized **Charles Williams, Director of Public Works**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF AGREEMENT TO RETAIN SLAUGHTER & ASSOCIATES, PLLC, TO PROVIDE PLANNING AND CONSULTING SERVICES AS EXPERTS IN THE FIELD OF URBAN AND REGIONAL PLANNING IN ANNEXATION MATTERS.

WHEREAS, the governing authorities of the City of Jackson, Mississippi (“City”) currently retain Slaughter & Associates, PLLC to provide planning and consulting services as experts in the field of Urban and Regional Planning in certain annexation matters that require expertise and training specific to this area; and

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

WHEREAS, Slaughter & Associates, PLLC desires to provide planning and consulting services as experts in the field of Urban and Regional Planning for the City in annexation matters related to the City of Byram, Mississippi and other related matters; and

WHEREAS, more specifically, Slaughter & Associates, PLLC will provide municipal annexation analysis, feasibility and reasonableness for southwest area in the cases styled: (1) In the Matter of the Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Byram, Hinds County, Mississippi; First Judicial District of Hinds County, Mississippi; Cause No. 1:20-cv-00745 G/2, and (2) City of Byram, Mississippi v. City of Jackson, Mississippi and City of Terry, Mississippi; First Judicial District of Hinds County, Mississippi; Cause No. 1:20-cv-00745 G/2; and

WHEREAS, it would be in the best interests of the City to execute a letter of agreement with Slaughter & Associates, PLLC to provide planning and consulting services as experts on behalf of the City.

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to extend, expand, and execute a letter of agreement with Slaughter & Associates, PLLC, to continue the provision of planning and consulting services at a maximum cost of \$200.00 per hour not to exceed \$15,000.00 without further Council approval, plus direct reimbursement for out of pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses at actual cost, in the above styled lawsuits.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

Nays – Foote.

Absent – Stokes.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER “STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. VS. CITY OF JACKSON” IN THE COUNTY COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 15-1600.

WHEREAS, on April 15, 2015, a Complaint was filed naming the City of Jackson, Mississippi and Raymond Clark, Jr., as Defendants, alleging negligence styled, “Dr. Vashti Clayton vs. The City of Jackson, Mississippi; Raymond Clark, Jr.; and John Does 1-5” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1073. On May 28, 2015, a Complaint was filed naming the City of Jackson, Mississippi, alleging negligence styled “State Farm Mutual Automobile Insurance Co. vs. The City of Jackson, Mississippi” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1600. These two

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 19, 2021 10:00 A.M.**

matters were consolidated on March 17, 2016, because the two matters involved claims arising from the same incident wherein a City of Jackson vehicle allegedly collided with the vehicle driven by the Complainant; and

WHEREAS, on September 9, 2020, the parties, through counsel, participated in mediation and reached a proposed agreement to settle the aforementioned lawsuit styled “State Farm Mutual Automobile Insurance Co. vs. The City of Jackson, Mississippi” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1600; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the lawsuit styled “State Farm Mutual Automobile Insurance Co. vs. The City of Jackson, Mississippi” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1600 with State Farm Mutual Automobile Insurance Co. and its attorney Young Wells Williams, P.A., in return for a complete release of the City of Jackson, Mississippi and Entry of an Agreed Order of Dismissal of the lawsuit styled “State Farm Mutual Automobile Insurance Co. vs. The City of Jackson, Mississippi” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1600; 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 of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter in an amount not to exceed \$26,750.00.

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson pay a total sum not to exceed \$26,750.00 to State Farm Mutual Automobile Insurance Co. and its attorney Young Wells Williams, P.A., in return for a complete release of the City of Jackson, Mississippi and Entry of an Agreed Order of Dismissal of the lawsuit styled “State Farm Mutual Automobile Insurance Co. vs. The City of Jackson, Mississippi” in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 15-1600.

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

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

ORDER REVISING THE BUDGET FOR FISCAL YEAR 2020-2021 FOR THE JACKSON CITY COUNCIL.

WHEREAS, certain unanticipated needs have arisen since the adoption of the Fiscal Year 2020-2021 budget; and

WHEREAS, the Fiscal Year 2020-2021 budget needs to be revised to provide funding for these needs; and

WHEREAS, the following line items are being revised and increased by the following amounts to provide for one full-time deputy clerk of council and one part-time clerk of council:

402006111 - \$40,595.14
402006112 - \$17,049.82

IT IS, THEREFORE, ORDERED that the Fiscal Year 2020-2021 budget be revised in the amount of \$57,644.96, as follows to provide for one full-time deputy clerk of council and one part-time clerk of council:

From Account #	To Account #	Amount
0015899	402006111	\$40,595.14
0015899	402006112	\$17,049.82

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

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

ORDER APPOINTING LASHUNDR BETHANY AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.

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

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

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that Lashundra Bethany *is* a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Lashundra Bethany shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on January 19, 2021.

IT IS HEREBY ORDERED that the compensation to be paid upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

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

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Lashundra Bethany as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Lashundra Bethany as Deputy Clerk of the Council.

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

President Banks recognized **Monica Allen, Special Assistant to the City Attorney**, who provided the Council an overview of the proper protocol of appointing Deputy Clerks of Council.

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

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

ORDER APPOINTING HAROLD PATTON AS DEPUTY CLERK OF COUNCIL.

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

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

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that Harold Patton is a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Harold Patton shall be appointed to serve as Deputy Clerk of the Council commencing on January 19, 2021.

IT IS HEREBY ORDERED that the compensation to be paid Harold Patton upon commencement of his service as Deputy Clerk of the Council shall be \$31,676.24 annually excluding any applicable fringe benefits;

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

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Harold Patton as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Harold Patton as Deputy Clerk of the Council.

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

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

Nays – None.

Absent – Stokes.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; 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, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 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 Lindsay moved adoption; **Council Member Tillman** seconded.

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

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING AND ENCOURAGING THE DEPARTMENT OF EDUCATION'S CAREY WRIGHT IN HER RECOMMENDATION OF WAIVING SOME REQUIRMENTS PERTAINING TO STATE TEST, SCHOOL YEAR 2020-2021.

WHEREAS, the city council of Jackson, Mississippi, recognizes that there is a pandemic that has impacted what was once traditional learning in a major way. The pandemic has made it hard and, in some cases, especially for students in Jackson Public Schools nonexistent for in person interactions between teachers and students; and

WHEREAS, the city council of Jackson, Mississippi, acknowledges the desire and willingness for students to still take state test, however; we agree with The Department of Education's State Superintendent of Education Carey Wright in her recommendation of waiving requirements of passing the statewide Reading Test for 3rd Graders and High School End of Course Test; and

WHEREAS, as the school districts could retain their 2018-2019 Letter Grade for the current school year of 2020-2021 instead of over extending students, teachers, and guardians in a learning environment we have not experienced before 2020; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Jackson, Mississippi that we strongly encourage and support our student's achievements, growth, school participation, and graduation rate, but we are currently in untraditional times which calls for untraditional evolution in how we handle said student's education. It is our hope that Legislature or Governor Tate Reeves also adopts the recommendation presented by The Department of Education's Carey Wright.

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

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

Nays – None.

Absent – Stokes.

Council Member Stamps left the meeting.

There came on for consideration for Agenda Item No. 53:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE CITY OF JACKSON WATER CUSTOMERS TO RECEIVE A ONE-TIME AWARD OF ONE HUNDRED DOLLARS AND A BILL ADJUSTMENT OF TWO HUNDRED DOLLARS. Said item will be placed in the Planning Committee at the request of **Council Member Stokes**.

There came on for consideration Agenda Item No. 54:

RESOLUTION SUPPORTING SPECIAL PROJECT OF THE CITY OF JACKSON AND THE ADMINISTRATION THEREOF. President Banks recognized Mayor Chokwe Antar Lumumba, who presented the "Key to the City". Accepting the award with appropriate remarks was Dr. Robert Blaine.

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

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

Nays – None.

Absent – Stamps and Stokes.

There came for Discussion Agenda Item No. 55:

DISCUSSION: VACUUM TRUCKS: President Banks stated that said item would be tabled due to the absence of Council Member Stokes.

There came for Discussion Agenda Item No. 56:

DISCUSSION: FOUR WAY INN ZONING (CRAWFORD STREET AT LUDLOW AVENUE): President Banks stated that said item would be tabled due to the absence of Council Member Stokes.

There came for Discussion Agenda Item No. 57:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL): President Banks recognized Robert Blaine, Chief Administrative Officer, who gave a brief update of the increased COVID-19 numbers. Council reviewed, discussed, and determined that it was necessary to continue said local emergency.

There came for Discussion Agenda Item No. 58:

DISCUSSION: PROPOSED LEGISLATIVE: President Banks expressed concerns of two proposed bills presented by Representative Gibbs. Council Members expressed their support, and also their concerns for the proposed bills.

There came for Discussion Agenda Item No. 59:

DISCUSSION: ULTRA VIOLET TECHNOLOGY: President Banks recognized Mayor Chokwe Antar Lumumba who stated that the technology will be able to sanitize buildings without having to use the liquid chemicals that are being used at this present time, and would like to show a presentation of how the technology works.

There came for Discussion Agenda Item No. 60:

DISCUSSION: GREATER PEARLIE GROVE M.B. CHURCH: President Banks recognized Council Member Lee who expressed concerns that the Greater Pearl Grove Church Youth facility lawn was destroyed by what appears to be doughnuts or drift marks.

Chief James Davis stated that his office is aware of this situation and heavy police present is available in the area.

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 Mental Health Support to call the Mental Health Warm Line at 601-586-3073 or 866-300-7948.
 - Encouraged all citizens that need a face mask to contact Constituent Services at 601-960-1084.
 - LabLinq will provide COVID-19 testing at the following locations: Central MS Health Services at 1134 Winter Street, New Jerusalem Church at 5708 Old Canton Road, Metro Center Mall at 3645 Hwy 80.

President Banks recognized **Council Member Lindsay** who moved, seconded by **Council Member Tillman** to add an item to the agenda on an emergency basis - Discussion: Security Measures. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stamps and Stokes.

There came on as an Emergency Agenda Item - Discussion: Security Measures. **President Banks** stated this item requires a discussion in Executive Session.

Council Member Lindsay moved, seconded by **Council Member Tillman** to go into Closed Session to discuss going into Executive Session regarding a briefing on Security Measures. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stamps and Stokes.

President Banks announced to the public that the Council was in Closed Session to discuss going into Executive Session.

In Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Tillman** to go into Executive Session to discuss Emergency Item: Discussion: Security Measures. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stamps and Stokes.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 19, 2021 10:00 A.M.**

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

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

Nays – None.

Absent – Stamps and Stokes.

President Banks stated that the Council voted to come out of Executive Session, and no action taken.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 2:45 p.m. on January 27, 2021. At 1:55 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley-Brandon
CLERK OF COUNCIL

APPROVED:

Cheryl L. MDA, 3/12/2021
MAYOR MDA DATE

ATTEST:

Angela Harner
CITY CLERK
