

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 November 23, 2021, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7 (via teleconference); Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6 (entered during public comments). Directors: Chokwe Antar Lumumba, Mayor; Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

The meeting was called to order by **Vice President Lee**.

The invocation was offered by **Rev. Dennis Barnes of New Ebenezer M. B. Church**.

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

The following individual(s) provided public comments during the meeting:

- **Emmanuel Ezejiofo** who expressed concerns regarding small business burglaries around the City of Jackson.
- **Felecia Brown** who expressed concerns regarding Agenda Item No: 38, Benning Road.
- **Oliver O’quinn** who expressed concerns regarding Agenda Item No: 38, Benning Road.

There came on for Introduction Agenda Item No. 2:

ORDINANCE AMENDING SECTIONS 122-234, -235, AND -268 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI. Vice President Lee stated that said item would be placed on the next Regular Council agenda to be held on December 7, 2021.

There came on for Introduction Agenda Item No. 3:

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. Vice President Lee stated that said item would be placed on the next Regular Council agenda to be held on December 7, 2021.

There came on for Introduction Agenda Item No. 4:

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62, CITED AS THE "CITY OF JACKSON CURFEW ORDINANCE". Said item would be tabled due to the absence of **Council Member Stokes.**

There came on for consideration Agenda Item No. 5:

AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO. Vice President Lee stated said item would be discussed later in the meeting.

ORDER APPROVING CLAIMS NUMBER 26353 to 26437 APPEARING AT PAGES 101 TO 139 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$5,938,073.79 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 26353 to 26437 appearing at pages 101 to 139, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$5,938,073.79 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	1,342,985.26
SEIZURE & FORF PROP-STATE	22,655.35
TECHNOLOGY FUND	159,309.53
PARKS & RECR. FUND	103,788.86
LANDFILL SANITATION FUND	571,225.11
FIRE PROTECTION	171.90
NCSC SENIOR AIDES	68.66
STATE TORT CLAIMS FUND	104,850.00
WATER/SEWER REVENUE FUND	79.27
WATER/SEWER OP & MAINT FUND	718,354.13
WATER/SEWER CAPITAL IMPR FUND	645,402.26
EMPLOYEES GROUP INSURANCE FUND	62,932.11
KELLOGG FOUNDATION PROJECT	50,445.91
EARLY CHILDHOOD (DAYCARE)	2,891.52
HOUSING COMM DEV ACT (CDBG) FD	11,792.51
H O P W A GRANT – DEPT OF HUD	98,289.86
INFRASTRUCTURE BOND 2020 \$32M	24,703.10
CAPITOL STREET 2-WAY PROJECT	6,810.40
1% INFRASTRUCTURE TAX	293,440.88
MADISON SEWAGE DISP OP & MAINT	19.41
TRANSPORTATION FUND	404,116.98

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 23, 2021 10:00 A.M.**

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JXN CONVENTION & VISITORS BUR	306,581.08
RESURFACING – REPAIR & REPL. FD	31,120.94
DRAINAGE-REPAIR & REPL. FD	43,947.00
HAIL DAMAGE MARCH 2013	11,243.65
POLICE PROP EVIDENCE CASH FUND	716.31
2012 WATER/SEWER REFUNDING B&I	2,750.00
2018 TIF BOND \$1.7M - WESTIN	1,750.00
2018 TIF BOND \$4.6M - EASTOVER	2,000.00
P E G ACCESS – PROGRAMMING FUND	5,218.14
WIRELESS RADIO COMMUNICATN FUND	36,362.90
CAPITAL CITY REVENUE FUND	45,778.09
HUMAN AND CULTURE GRANTS	6,446.08
COVID-19 RESPONSE FUND	8,957.49
ESG COVID CARES ACT	158,505.26
CDBG COVID CARES	652.74
ZOOLOGICAL PARK	2,517.55
AMERICAN RESCUE PLAN ACT 2021	639,740.05
LIBRARY FUND	9,453.50
TOTAL	<u>\$5,938,073.79</u>

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

Vice President Lee recognized **Laawanda Horton, Director of Administration**, who recommended an amendment removing a claim for American Rescue League reducing the total amount from “\$5,938,073.79” to “\$5,298,338.74.”

Vice President Lee recognized **Council Member Grizzell** who moved; seconded by **Vice President Lee**, to amend said order to reflect recommendation made **Laawanda Horton, Director of Administration**, the motion prevailed by the following vote:

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

Vice President Lee recognized **Louis Wright, CAO, City of Jackson**, who provided a brief description of the claims docket.

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

ORDER APPROVING CLAIMS NUMBER 26353 to 26437 APPEARING AT PAGES 101 TO 139 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,298,338.74 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 26353 to 26437 appearing at pages 101 to 139, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,298,338.74 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	1,342,985.26
SEIZURE & FORF PROP-STATE	22,655.35
TECHNOLOGY FUND	159,309.53
PARKS & RECR. FUND	103,788.86
LANDFILL SANITATION FUND	571,225.11
FIRE PROTECTION	171.90
NCSC SENIOR AIDES	68.66
STATE TORT CLAIMS FUND	104,850.00
WATER/SEWER REVENUE FUND	79.27
WATER/SEWER OP & MAINT FUND	718,354.13
WATER/SEWER CAPITAL IMPR FUND	645,402.26
EMPLOYEES GROUP INSURANCE FUND	62,932.11
KELLOGG FOUNDATION PROJECT	50,445.91
EARLY CHILDHOOD (DAYCARE)	2,891.52
HOUSING COMM DEV ACT (CDBG) FD	11,792.51
H O P W A GRANT – DEPT OF HUD	98,289.86
INFRASTRUCTURE BOND 2020 \$32M	24,703.10
CAPITOL STREET 2-WAY PROJECT	6,810.40
1% INFRASTRUCTURE TAX	293,440.88
MADISON SEWAGE DISP OP & MAINT	19.41
TRANSPORTATION FUND	404,116.98
JXN CONVENTION & VISITORS BUR	306,581.08
RESURFACING – REPAIR & REPL. FD	31,120.94
DRAINAGE-REPAIR & REPL. FD	43,947.00
HAIL DAMAGE MARCH 2013	11,243.65
POLICE PROP EVIDENCE CASH FUND	716.31
2012 WATER/SEWER REFUNDING B&I	2,750.00
2018 TIF BOND \$1.7M - WESTIN	1,750.00
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P E G ACCESS – PROGRAMMING FUND	5,218.14
WIRELESS RADIO COMMUNICATN FUND	36,362.90
CAPITAL CITY REVENUE FUND	45,778.09
HUMAN AND CULTURE GRANTS	6,446.08
COVID-19 RESPONSE FUND	8,957.49
ESG COVID CARES ACT	158,505.26
CDBG COVID CARES	652.74
ZOOLOGICAL PARK	2,517.55
AMERICAN RESCUE PLAN ACT 2021	639,740.05
LIBRARY FUND	9,453.50
TOTAL	<u>\$5,298,338.74</u>

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 26353 TO 26437 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 26353 to 26437 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$107,534.53 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		2,219,439.99
PARKS & RECR FUND		92,460.79
LANDFILL FUND		19,427.73
SENIOR AIDES		1,544.91
WATER/SEWER OPER & MAINT		214,305.07
PAYROLL	107,534.53	
EARLY CHILDHOOD		23,031.86
HOUSING COMM DEV		11,664.84
TITLE III AGING PROGRAMS		5,481.43
TRANSPORTATION FUND		12,716.18
PEG ACCESS-PROGRAMMING FUND		8,633.99
ZOOLOGICAL PARK		25,836.02
TOTAL		\$2,634,542.81

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH R J YOUNG FOR A CANON IMAGE RUNNER ADVANCE IRC5840i DIGITAL COLOR COPIER TO BE USED BY THE FINANCE DIVISION WITHIN THE DEPARTMENT OF ADMINISTRATION.

WHEREAS, the Department of Finance Administration, Finance Division desires to enter into a 48-month Rental agreement for multifunction copier machine, and

WHEREAS, R J Young provides a Canon Image Runner Advance C5840i Digital Color Copier with auxiliary equipment through State of Mississippi Contract #8200056250: and

WHEREAS, R J Young has an office located in the City of Jackson, Mississippi; and

WHEREAS, R J Young is the recommendation of the Department of Finance Administration Finance Division, that a contract is approved with R J Young; and

WHEREAS, the City of Jackson will make payments directly to Canon Financials Services, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with R J Young providing for the 48-month rental for Canon Image Runner Advance C5840i Digital Color Copier, includes 40 ppm, Auto Document feeder, Staple Finisher, Hole Punch Unit, Network Print, Scan, Fax, Service and supplies at a cost of \$182.00 per month, plus a

copy charge of \$.00916 per (Black & White) page, \$.056 per (Color Copy) page, and maintenance program inclusive of labor, parts, toner, developer, and drums except paper or staples.

IT IS FURTHER ORDERED that payment for said copy rental be made from the general fund.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

Vice President Lee requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION RECONIZING AND CELEBRATING THE CITY OF JACKSON'S BICENTENNIAL.

WHEREAS, the City of Jackson is the capital of Mississippi and holds a great deal history, legacy, and culture; and

WHEREAS, it has many significant elements that draw in tourist and holds hearts for years to come; and

WHEREAS, the City will reach its Bicentennial of being in existence for two-hundred years in the year 2022; and

WHEREAS, November 28, 1821, is when the state legislature selected LeFleur's Bluff as the site of the new state capital; followed by the formal planning of the City of Jackson in April of 1822. And most significantly, on December 23, 1822, the State Legislature established its seat by convening its first session in what we know now as the capital city; and

WHEREAS, from November 29, 2021 through December 31, 2022 will mark a time of celebration for its historic establishment and reign as the capital; and

WHEREAS, the City of Jackson's Cultural Services Division and Visit Jackson have collaborated to create a Bicentennial platform designed to welcome all ideas, celebrate all peoples, and lift our collective community through a host of existing events and celebrations that will incorporate themes of this remarkable celebration. In doing so, the community and culture of Jackson will be on full display; and

WHEREAS, this celebration is diverse and inclusive as it aims to highlight Jackson's people, community, businesses, and events; and

WHEREAS, it's a celebration of where we've come from, who we are and where we are headed.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi recognizes and supports the celebration that will kick off this year into the Bicentennial year of 2022. It encourages everyone to celebrate however they choose to do so.

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

Vice President Lee recognized **David Lewis, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

Vice President Lee recognized Council Member Foote who recommended an amendment in the title correcting "Reconizing" to "Recognizing".

Vice President Lee recognized Council Member Grizzell who moved the adoption; seconded by Council Member Foote, to amend said order to reflect the recommendation made by Council Member Foote. The motion prevailed by the following vote:

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

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

RESOLUTION RECOGNIZING AND CELEBRATING THE CITY OF JACKSON'S BICENTENNIAL.

WHEREAS, the City of Jackson is the capital of Mississippi and holds a great deal history, legacy, and culture; and

WHEREAS, it has many significant elements that draw in tourist and holds hearts for years to come; and

WHEREAS, the City will reach its Bicentennial of being in existence for two-hundred years in the year 2022; and

WHEREAS, November 28, 1821, is when the state legislature selected LeFleur's Bluff as the site of the new state capital; followed by the formal planning of the City of Jackson in April of 1822. And most significantly, on December 23, 1822, the State Legislature established its seat by convening its first session in what we know now as the capital city; and

WHEREAS, from November 29, 2021 through December 31, 2022 will mark a time of celebration for its historic establishment and reign as the capital; and

WHEREAS, the City of Jackson's Cultural Services Division and Visit Jackson have collaborated to create a Bicentennial platform designed to welcome all ideas, celebrate all peoples, and lift our collective community through a host of existing events and celebrations that will incorporate themes of this remarkable celebration. In doing so, the community and culture of Jackson will be on full display; and

WHEREAS, this celebration is diverse and inclusive as it aims to highlight Jackson's people, community, businesses, and events; and

WHEREAS, it's a celebration of where we've come from, who we are and where we are headed.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi recognizes and supports the celebration that will kick off this year into the Bicentennial year of 2022. It encourages everyone to celebrate however they choose to do so.

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

ORDER AUTHORIZING THE ACCEPTANCE OF BID FROM ROGERS DABBS CHEVROLET INC. FOR A NEW JACKSON POLICE DEPARTMENT DIGNITARY PROTECTION VEHICLE.

WHEREAS, the City of Jackson Police Department requires that a special police vehicle that is adequate in size, reliable, and safe be acquired to transport the Dignitary Protection Team; and

WHEREAS, the Jackson Police Department requires that the Dignitary Protection Team operate a special vehicle that transports important dignitary officials and equipment to and from meetings, special events, and in-state and out-of-state conferences; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(c), the Purchasing Department issued a competitive bid for a 2021 Chevrolet Suburban and advertised the bid in accordance with the statute, there were two bidders, Herrin-Gear Autoplex in the amount of \$87,705.00 and Rogers-Dabbs Chevrolet, Inc. in the amount of \$78,959.00; and

WHEREAS, the bid received from Roger-Dabbs Chevrolet, Inc. met all minimum requirements and was found to be the lowest and best.

IT IS, THEREFORE, ORDERED that the bid from Rogers-Dabbs Chevrolet Inc. be accepted in the amount of \$78,959.00 and the Jackson Police Department be authorized to purchase and pay for a 2021 Chevrolet Suburban from Rogers-Dabbs Chevrolet Inc.

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

Yeas – Grizzell, Lee and Lindsay.

Nays – Banks, Foote and Hartley.

Absent – Stokes.

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

ORDER AUTHORIZING SPONSORSHIP TO JACKSON STATE UNIVERSITY FOR THE 2021 SWAC FOOTBALL CHAMPIONSHIP AT THE MS VETERANS MEMORIAL STADIUM, NOVEMBER 19th TO 21st.

WHEREAS, the City of Jackson supports Jackson State University in its efforts to spearhead events that promotes the City's business community, including our hotels and restaurants; and

WHEREAS, the 2021 Southwestern Athletic Conference (SWAC) Football Championship will take place in the city of Jackson at Mississippi Veterans Memorial Stadium, December 4, 2021 between Jackson State University and Prairie View A & M and is expected to attract 50,000 or more visitors to the city; and

WHEREAS, pursuant to Miss. Code Ann. § 17-3-1, any municipality of Mississippi, may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality; and

WHEREAS, in consultation with our ARPA funds consultant, James & Associates, funds expended for this purpose should qualify for reimbursement under the American Rescue Plan Act as part of the city's efforts to build back better by accelerating economic recovery from the coronavirus pandemic; and

IT IS, THEREFORE, ORDERED that a sponsorship in the amount of \$200,000.00 to support Jackson State University's 2021 SWAC Football Championship is hereby approved; and said payment is authorized.

Council Member Grizzell moved adoption; Vice President Lee seconded.

Vice President Lee moved, Council Member Grizzell seconded to amend the title to change the date from "November 19th to November 21st to December 3rd to December 5th". The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING SPONSORSHIP TO JACKSON STATE UNIVERSITY FOR THE 2021 SWAC FOOTBALL CHAMPIONSHIP AT THE MS VETERANS MEMORIAL STADIUM, DECEMBER 3rd TO DECEMBER 5th.

WHEREAS, the City of Jackson supports Jackson State University in its efforts to spearhead events that promotes the City's business community, including our hotels and restaurants; and

WHEREAS, the 2021 Southwestern Athletic Conference (SWAC) Football Championship will take place in the city of Jackson at Mississippi Veterans Memorial Stadium, December 4, 2021 between Jackson State University and Prairie View A & M and is expected to attract 50,000 or more visitors to the city; and

WHEREAS, pursuant to Miss. Code Ann. § 17-3-1, any municipality of Mississippi, may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality; and

WHEREAS, in consultation with our ARPA funds consultant, James & Associates, funds expended for this purpose should qualify for reimbursement under the American Rescue Plan Act as part of the city's efforts to build back better by accelerating economic recovery from the coronavirus pandemic.

IT IS, THEREFORE, ORDERED that a sponsorship in the amount of \$200,000.00 to support Jackson State University's 2021 SWAC Football Championship is hereby approved; and said payment is authorized.

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

Vice President Lee recognized President Lindsay who moved, seconded by Vice President Lee to reconsider the previous item. The motion prevailed by the following vote:

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

Thereafter, Vice President Lee requested that the Clerk read the Order:

ORDER AUTHORIZING SPONSORSHIP TO JACKSON STATE UNIVERSITY FOR THE 2021 SWAC FOOTBALL CHAMPIONSHIP AT THE MS VETERANS MEMORIAL STADIUM, DECEMBER 3RD TO DECEMBER 5th.

WHEREAS, the City of Jackson supports Jackson State University in its efforts to spearhead events that promotes the City's business community, including our hotels and restaurants; and

WHEREAS, the 2021 Southwestern Athletic Conference (SWAC) Football Championship will take place in the city of Jackson at Mississippi Veterans Memorial Stadium, December 4, 2021 between Jackson State University and Prairie View A & M and is expected to attract 50,000 or more visitors to the city; and

WHEREAS, pursuant to Miss. Code Ann. § 17-3-1, any municipality of Mississippi, may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality; and

WHEREAS, in consultation with our ARPA funds consultant, James & Associates, funds expended for this purpose should qualify for reimbursement under the American Rescue Plan Act as part of the city's efforts to build back better by accelerating economic recovery from the coronavirus pandemic; and

IT IS THEREFORE ORDERED that a sponsorship in the amount of \$200,000.00 to support Jackson State University's 2021 SWAC Football Championship is hereby approved; and said payment is authorized.

Vice President Lee moved adoption; **President Lindsay** seconded.

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

Yeas – Banks, Grizzell, Hartley, Lee and Lindsay.

Nays – Foote.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SET UP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021.

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mill of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City applied and received grant funding from the W. K. Kellogg Foundation to create opportunities for workforce development; and

WHEREAS, the City of Jackson will host its 11th Annual Doing Business with the City ("DBWTC") to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development projects; and

WHEREAS, DBWTC will bring into favorable notice the opportunities, possibilities and resources of the municipality by educating and providing an opportunity for sponsors, developers, prime contractors, and minority business enterprises to network and build relationships as a means of inclusivity and capacity building by meeting with City leaders about the City processes and upcoming community development projects; and

WHEREAS, DBWTC will occur on Thursday, December 9, 2021 at the Jackson Convention Complex; and

WHEREAS, the City of Jackson is desirous to retain professional services to install marquee letters at the Jackson Convention Complex for DBWTC; and

WHEREAS, We Marquee, LLC will install and setup marquee letters at the Jackson Convention Complex on Thursday, December 9th at 3:00 pm to be picked up on Thursday, December 9th at 9:00 pm for Doing Business with the City; and

WHEREAS, the total cost to the City of Jackson for installation of marquee letters is \$767.73, which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

IT IS HEREBY ORDERED that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install marquee letters at the Jackson Convention Complex on Thursday, December 9, 2021 at 3:00 pm to be picked up on Thursday, December 9, 2021 at 9:00 pm during Doing Business with the City, with the term of this agreement to commence upon execution and to expire on December 9, 2021, at a total cost of Seven Hundred Sixty-seven Dollars and Seventy-three Cents (\$767.73).

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO PROVIDE TRANSPORTATION SERVICES PROVIDED FOR THE CITY OF JACKSON JOB SHADOWING PROGRAM TO BE HELD ON DECEMBER 8, 2021.

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City applied and received grant funding from the W. K. Kellogg Foundation to create opportunities for workforce development; and

WHEREAS, the City of Jackson will host its Job Shadowing Program with Jackson Public Schools' (JPS) Academies of Jackson to highlight the career opportunities with the City and for students to gain firsthand experience about local government departments; and

WHEREAS, the Job Shadowing Program will bring into favorable notice the opportunities, possibilities, and resources of the municipality by educating a population about their local government via a hands-on experience and who will, in turn, take that information to their community, peers, and family members; and

WHEREAS, the Job Shadowing Program will occur on Wednesday, December 8, 2021; and

WHEREAS, twenty JPS students will participate and require transportation; and

WHEREAS, twenty JPS students are required and will submit a release from liability with parental signature as part of onboarding; and

WHEREAS, JPS Department of Transportation will provide busing for the students and chaperones at a cost of \$210.00, which represents the driver rate for two drivers of \$90.00 and the flat rate for two buses of \$120.00; and

WHEREAS, the total cost to the City of Jackson for transportation services is \$210.00, which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

IT IS HEREBY ORDERED the Mayor be authorized to execute the agreement for transportation services provided by the Jackson Public Schools' Department of Transportation for the success and impact of the City of Jackson Job Shadowing Program on Wednesday, December 8, 2021 to bring into favorable notice the opportunities, possibilities, and resources for the City of Jackson at a total cost of Two Hundred Ten Dollars and No Cents (\$210.00).

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH SMITH ROBERTSON MUSEUM & CULTURAL CENTER TO HOST THE LUNCH AND LEARN FOR THE CITY OF JACKSON JOB SHADOWING PROGRAM TO BE HELD ON DECEMBER 8, 2021.

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mill of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City applied and received grant funding from the W. K. Kellogg Foundation to create opportunities for workforce development; and

WHEREAS, the City of Jackson will host its Job Shadowing Program with Jackson Public Schools' (JPS) Academies of Jackson to highlight the career opportunities with the City and for students to gain firsthand experience about local government departments; and

WHEREAS, the Job Shadowing Program will bring into favorable notice the opportunities, possibilities and resources of the municipality by educating a population about their local government via a hands-on experience and who will, in turn, take that information to their community, peers, and family members; and

WHEREAS, the Job Shadowing Program will occur on Wednesday, December 8, 2021; and

WHEREAS, twenty JPS students will participate in a Lunch and Learn which is an opportunity to engage with City leaders as part of the Job Shadowing Program; and

WHEREAS, the Lunch and Learn will occur at the Smith Robertson Museum & Cultural Center (SRMCC) on Wednesday, December 8, 2021; and

WHEREAS, SRMCC will provide access to the Dr. Jessie B. Mosley Atrium during Lunch and Learn for 40 attendees, including Jackson Public Schools' students and chaperones and City leaders; and

WHEREAS, the total cost to the City of Jackson for access to the Dr. Jessie B. Mosley Atrium is \$200.00, which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement for the Smith Robertson Museum & Cultural Center to host the Lunch and Learn in the Dr. Jessie B. Mosley Atrium for the City of Jackson Job Shadowing Program on Wednesday, December 8, 2021 at a total cost of Two Hundred Dollars and No Cents (\$200.00).

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH MICHELLE BRASSFIELD TO SECURE HER PERFORMANCE AT DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021.

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mill of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City applied and received grant funding from the W. K. Kellogg Foundation to create opportunities for workforce development; and

WHEREAS, the City of Jackson will host its 11th Annual Doing Business with the City ("DBWTC") to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development projects; and

WHEREAS, DBWTC will bring into favorable notice the opportunities, possibilities and resources of the municipality by educating and providing an opportunity for sponsors, developers, prime contractors, and minority business enterprises to network and build relationships as a means of inclusivity and capacity building by meeting with City leaders about the City processes and upcoming community development projects; and

WHEREAS, DBWTC will occur on Thursday, December 9, 2021 at the Jackson Convention Complex; and

WHEREAS, the City of Jackson is desirous to retain professional services to entertain attendees at the Jackson Convention Complex for DBWTC; and

WHEREAS, Michelle Brassfield will perform at the Jackson Convention Complex on Thursday, December 9th for Doing Business with the City; and

WHEREAS, the total cost to the City of Jackson for the performance is \$650.00, which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement with Michelle Brassfield to perform at the Jackson Convention Complex on Thursday, December 9, 2021 for Doing Business with the City, with the term of this agreement to commence upon execution and to expire on December 9, 2021, at a total cost of Six Hundred Fifty Dollars and No Cents (\$650.00).

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF WATER PLANT OPERATOR I FROM 16 TO 22 WATER PLANT OPERATOR II FROM 17 TO 23 SENIOR WATER PLANT OPERATOR FROM 19 TO 25 WATER PLANT MAINTENANCE SUPERVISOR FROM RANGE 22 TO 28 WATER PLANT OPERATIONS SUPERVISOR FROM RANGE 23 TO RANGE 29.

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

WHEREAS, the compensation plan established the pay range for Water Plant Operator I at a pay range of 16 with annual compensation of \$26,448.66-\$31,746.56; and

WHEREAS, the compensation plan established the pay range for Water Plant Operator II at a pay range of 17 with annual compensation of \$27,661.67-\$33,223.46; and

WHEREAS, the compensation plan established the pay range for Senior Water Plant Operator at 19 with annual compensation of \$30,272.58-\$36,405.06; and

WHEREAS, the compensation plan established the pay range for Water Plant Maintenance Supervisor at 22 with annual compensation of \$34,698.50-\$41,797.64; and

WHEREAS, the compensation plan established the pay range for Water Plant Operations Supervisor at 23 with annual compensation of \$36,323.38-\$43,776.56; and

WHEREAS, the Department of Public Works requested that the Department of Human Resources conduct a salary survey on the classification of Water Plant Operator I, Water Plant Operator II, Senior Water Plant Operator; Water Plant Maintenance Supervisor and Water Plant Operations Supervisor; and

WHEREAS, the Department of Public Works requested the salary survey because it would like to remain competitive in recruiting licensed water plant operators and also retain current operators; and

WHEREAS, a salary survey was conducted for the classification of: Water Plant Operator I, Water Plant Operator II, Senior Water Plant Operator, Water Plant Maintenance Supervisor and Water Plant Operations Supervisor by submitting inquiries to the following cities: Little Rock, Arkansas, Savannah, Georgia and Baton Rouge, Louisiana; and

WHEREAS, the response from the cities surveyed concerning the median salary paid for the position equivalent of Water Plant Operator I was within the range of \$30,681.00-52,231.00; and

WHEREAS, the response from the cities surveyed concerning the median salary paid for the position equivalent of Water Plant Operator II was within the range of \$33,825.00-57,585.00; and

WHEREAS, the response from the cities surveyed concerning the median salary paid for the position of Senior Water Plant Operator was within the range of \$36,748.25-\$59,023.54; and

WHEREAS, the response from the cities surveyed concerning the median salary paid for the position of Water Plant Maintenance Supervisor was within the range of \$43,171.00-68,782.36; and

WHEREAS, the response from the cities surveyed concerning the median salary paid for the position of Water Plant Operations Supervisor was within the range of \$49,254.96-73,741.25; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Water Plant Operator I at range 22 with annual compensation of 34,698.44-41,797.64; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Water Plant Operator II at range 23 with annual compensation of \$36,323.42-43,776.00; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Senior Water Plant Operator at range 25 with annual compensation of \$39,822.11- \$48,039.06; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Water Plant Maintenance Supervisor at range 28 with annual compensation of \$45,753.36-\$55, 267.76; and

WHEREAS, the best interest of the City of Jackson would be served by establishing the compensation for Water Plant Operations Supervisor at range 29 with annual compensation of \$47,931.11-\$57,919.92; and

WHEREAS, the Department of Public Works has informed the Department of Human Resources that they have the monies in their budget to cover the recommended pay range increases.

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

Water Plant Operator I compensation range is modified to Range 22 with annual compensation being \$34,698.44 - \$41,797.64;

Water Plant Operator II compensation range is modified to Range 23 with annual compensation being \$36,323.42-43,776;

Senior Water Plant Operator compensation range is modified to Range 25 with annual compensation being \$39,822.11- \$48,039.06;

Water Plant Maintenance Supervisor compensation range is modified to Range 28 with annual compensation being \$45,753.36- \$55,267.76;

Water Plant Operations Supervisor compensation range is modified to Range 29 with annual compensation being (\$47,931.11-\$57,919.92;

IT IS, THEREFORE, ORDERED that the increase in the compensation shall be effective immediately.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO STEWPOT COMMUNITY SERVICES FOR THE PURPOSE OF SUPPORTING SOCIAL AND COMMUNITY SERVICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STEWPOT COMMUNITY SERVICES INC.

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended authorizes municipal governing authorities to expend monies from the general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 21-19-65 of the Mississippi Code of 1072, as amended the governing authorities, for the City of Jackson, Mississippi (“City”) allocated monies in its budget for the 2021-22 fiscal year to be expended in the municipality for the development and the support of social and community service programs; and

WHEREAS, Stewpot Community Services Inc. is a public nonprofit organization that has qualified for an exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive

matching funds from the City of Jackson and has provided confirmation of the availability of other funds; and

WHEREAS, the best interest of the City of Jackson and its residents would be served by contributing matching funds to Stewpot Community Services Inc. to assist in its provision of providing shelter & other provisions for the homeless; and

WHEREAS, the Jackson City Council did authorize the sum of \$35,000.00 to be contributed to match other funds and resources to Stewpot Community Services Inc. to assist in its provision of emergency services.

IT IS, THEREFORE, ORDERED that matching monies in the amount of Thirty-Five Thousand Dollars (\$35,000.00) be awarded to Stewpot Community Services to provide social and community services programs pursuant to Section 21-19-65 of the Mississippi Code Annotated (1972), as amended.

IT IS FURTHER HEREBY ORDERED that the Mayor is authorized to execute an agreement with Stewpot Community Services to govern the award and receipt of the matching funds contributed.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, PARKS AND RECREATION DEPARTMENT, AND HAWKBAN, LLC INCREASING OFFICE AND WAREHOUSE SPACE BY AN ADJACENT, ADDITIONAL 8,000 SQUARE FEET, COMMENCING DECEMBER 1, 2021 AND ENDING NOVEMBER 30, 2025.

WHEREAS, it is the desire of the City of Jackson, Mississippi (“City of Jackson”), to renew the current lease agreement with Hawkban, LLC, for continued use of property, and also to increase the office and warehouse space by 8,000 sq. ft., more particularly described as 32,000 sq. ft., formerly Elkins Wholesale at the SE corner of the building at 3880 Bullard Street, Jackson, MS 39209 and also known as Tax Parcel #310-30; and

WHEREAS, the Park Maintenance Division has grown considerably since 2017 and is in dire need of more office and warehouse space with emphasis on warehouse space to store all equipment inside the facility to protect against inclement weather and burglary; currently a 24,000 square foot facility increasing by 8,000 sq. ft., for a total of 32,000 sq. ft.; and

WHEREAS, the “Owner” agrees to create two (2) 10’x14’ openings in the fire wall between the tenant’s existing space and the new 8,000 sq. ft. addition; and

WHEREAS, the term of the Lease shall be for forty-eight (48) calendar months, commencing on December 1, 2021 and ending November 30, 2025. Access to the 8,000 sq. ft. addition will not be available for occupancy, until March 1, 2022; and

WHEREAS, “Tenant” agrees to pay rent in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) each month for the period of December 1, 2021 through February 28, 2022 and thereafter beginning March 1, 2022 through November 30, 2025, “Tenant” agrees to pay Seven Thousand Two Hundred Dollars (\$7,200.00) on the first day of the calendar month for the remaining forty-five (45) months of the Lease. The aggregate amount of rent paid shall not exceed Three Hundred Forty Thousand Five Hundred Dollars (\$340,500.00); and

WHEREAS, the Department of Parks and Recreation will transfer Seventeen Thousand Dollars (\$17,000.00) from Salaries (unfilled positions), Accounts 005-501.25-6112, 005-501.10-6113 and 005-504.30-6113 to the Building Rental, Account 005-501.10-6412; and

WHEREAS, said property shall continue to be used and occupied as an office and warehouse by the Department of Parks and Recreation, and no other purpose(s) without the Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; and

WHEREAS, the Department of Parks and Recreation recommends the execution of the Lease Agreement with Hawkban, LLC.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute a Lease Agreement and such other documents as necessary with Hawkban, LLC to lease the afore-mentioned described property for a period of forty-five (45) months, paying rent in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) each month for the period December 1, 2021 through February 28, 2022 and thereafter beginning March 1, 2022 "Tenant" agrees to pay Seven Thousand Two Hundred Dollars (\$7,200.00). The aggregate amount of rent paid shall not exceed Three Hundred Forty Thousand Five Hundred Dollars (\$340,500.00).

Council Member Grizzell moved adoption; Council Member Hartley seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER ACCEPTING THE DONATION OF ANIMALS FROM THE UNITED STATES FISH AND WILDLIFE OFFICE OF LAW ENFORCEMENT (USFWS OLE) AND NAPLES ZOO, INC., TO THE JACKSON ZOO.

WHEREAS, the Jackson Zoo entertains and educates the public, with emphasis on scientific research and species conservation; and

WHEREAS, additionally, the Jackson Zoo aims to conserve animals through projects in the field with wild animals and breeding animals; and

WHEREAS, in short, the Jackson Zoo provides an important reservoir for endangered species; and

WHEREAS, the USFWS OLE donated one (1) Yellow Naped Amazon Parrot, five (5) Yellow Crowned Amazon Parrots and two (2) Macaws; and

WHEREAS, Naples Zoo, Inc. donated a Prehensile-tailed Skink (*Corucia Zebrata*); and

WHEREAS, the Jackson Zoo gladly accepts and appreciates donations of wildlife such as these, which adds to the existing wildlife specimens and enjoyment for the public.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation the United States Fish and Wildlife Office of Law Enforcement (USFWS OLE) and Naples Zoo, Inc.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER RATIFYING THE ACCEPTANCE OF PEST CONTROL SERVICES FROM INTEGRATED PEST CONTROL MAINTENANCE FROM SEPTEMBER 1, 2021 THROUGH SEPTEMBER 25, 2021 AT TWELVE (12) CITY OF JACKSON FACILITIES.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 23, 2021 10:00 A.M.**

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the care and maintenance of our park facilities by providing year-round pest control services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEREAS, Integrated Pest Control Maintenance provided a variety of pest control services to twelve (12) facilities, September 1, 2021 through September 25, 2021; and

FACILITY	INVOICE	DATE	ACCOUNT	AMOUNT
Battlefield Park Community Center	76227	09-11-21	005-501.25-6419	\$27.00
Grove Park Community Center	76311	09-25-21		\$27.00
Jayne Avenue Community Center	76232	09-17-21		\$27.00
Vergy P. Middleton Community Center	76219	09-08-21		\$27.00
Total				\$108.00
Dorothy Vest Tennis Center	76218	09-08-21	005-501.26-6419	\$27.00
Sykes Gymnasium	76220	09-08-21		\$27.00
Westside Gymnasium	76221	09-08-21		\$72.00
Total				\$126.00
Park Maintenance Facility	76240	09-20-21	005-504.10-6419	\$27.00
Pete Brown Golf Facility	76241	09-20-21	005-504.30-6419	\$110.00
Mynelle Gardens	76222	09-08-21	005-504.80-6419	\$72.00
Westside Community Center	76153	09-01-21	005-501.10-6419	\$85.00
Westside Early Childhood Center	76151	09-01-21		\$115.00
Total				\$200.00

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

WHEREAS, 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 pest control services accepted from Integrated Pest Control Maintenance from September 1, 2021 through September 25, 2021, at twelve (12) City of Jackson facilities is hereby ratified, and said payments for the same are authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement, with Integrated Pest Control Maintenance for pest control services at twelve (12) City of Jackson facilities, for a period of September 1, 2021 through September 25, 2021, in the amounts listed above, for those account numbers.

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

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

ORDER AUTHORIZING PAYMENT TO SPECIES 360 TO RENEW ANNUAL MEMBERSHIP WITH THE JACKSON ZOO, JANUARY 2022 THROUGH DECEMBER 2022 TO ACCESS THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIMS).

WHEREAS, the Jackson Zoo and the Department of Parks and Recreation desires to renew their annual membership with Species 360 allowing access to the Zoological Information Management System (ZIMS) to establish best practices in caring for the individual and groups of species in their care, not to exceed one (1) year; and

WHEREAS, Species 360 is used globally to facilitate international collaboration in the collection and sharing of knowledge on animals and their environments for aquariums, zoos, and related conservation organizations; and

WHEREAS, the invoice received for payment to access ZIMS, is payable to Species 360, in the amount of \$5,552.29, for the period covering January 2022 through December 2022, Invoice Number 2201334.

IT IS HEREBY ORDERED that the Mayor be authorized to execute necessary documents with Species 360, as well as any and all documents related thereto, for the membership renewal rental period of January 2022 through December 2022.

IT IS HEREBY ORDERED that payment for said membership renewal rental will be made from funds budgeted for use by the Jackson Zoo, in the amount of \$5,552.29 for the period of January 2022 through December 2022.

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

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

ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM JOHNSON CONTROLS SECURITY SOLUTIONS FOR SERVICES RENDERED TO BATTLEFIELD PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER AND MEDGAR EVERS GYMNASIUM FOR SECURITY AND MONITORING SERVICES.

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 Johnson Controls Security Solutions, to be paid a term period of March 3, 2021 through March 6, 2021; and

City of Jackson Community Centers & Gymnasiums	Invoice No.	Invoice Date	Account Number	Invoice Amount
Battlefield Park Community Center	36368358	09-11-21	005-501.25-6419	\$82.68
Battlefield Park Community Center	36483497	10-09-21		\$82.68
Jayne Avenue Community Center	36368356	09-11-21		\$68.96
Jayne Avenue Community Center	36483495	10-09-21		\$68.96
Medgar Evers Gymnasium	36368355	09-11-21		\$71.40
Medgar Evers Gymnasium	36483494	10-09-21		\$71.40
Vergy P. Middleton Community Center	36368357	09-11-21		\$68.96
Vergy P. Middleton Community Center	36483496	10-09-21		\$68.96
Total				\$584.00

WHEREAS, Johnson Controls Security Solutions has provided monthly scheduled alarm monitoring services to four (4) park facilities and has provided detailed invoices and requests for payments for services rendered and/or to be rendered at the following locations as specified below for invoices covering a period of October 1, 2021 through November 30, 2021; and

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

WHEREAS, 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 services accepted from Johnson Controls Security covering a period of October 1, 2021 through November 30, 2021, at four (4) park facilities is hereby accepted, and said payments for the same are authorized in the amount of Five Hundred Eighty-Four Dollars (\$584.00).

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER REVISING THE FISCAL YEAR 2021-2022 DEPARTMENT OF PUBLIC WORKS PARKING METER DIVISION BUDGET.

WHEREAS, the Fiscal Year 2021-2022 Department of Public Works Parking Meter Division budget capital expenditure line item contains funds budgeted to pay for parking meter equipment that the Administration and Finance Department has determined should be categorized for accounting purposes as non-capitalized equipment; and

WHEREAS, the Parking Meter Division will need these budgeted funds in the amount of \$85,000.00 to pay for parking meter equipment through its term bid contract during fiscal year 2021-2022; and

WHEREAS, the following funds would be revised and reallocated as follows:

From: 001.461.30.6813 \$85,000.00
To: 001.461.30.6240 \$85,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 Department of Public Works, Parking Meter Division budget be revised and reallocated in the amount of \$85,000.00 as follows:

To/From	Fund/Account Number	Amount
From:	001.461.30.6813	\$85,000.00
To:	001.461.30.6240	\$85,000.00

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.
Absent – Stokes.

ORDER AMENDING AUGUST 3, 2021 ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON’S 2021 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT INCREASING THE AMOUNT OF FUNDING FROM \$4,282,141.00 TO \$7,477,867.00.

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low- and moderate-income individuals and families for the purpose of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, as a condition of receiving these funds, the City of Jackson receives input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, on June 10, 2021, the City of Jackson conducted a virtual initial Public Hearing regarding the development of its 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

WHEREAS, an Application/Proposal Workshop was conducted on July 9, 2021 at the Police Training Academy, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the Final Public Hearing, Virtual, was held on August 3, 2021, and written comments were accepted from citizens until August 12, 2021; and

WHEREAS, on August 3, 2021, the City Council approved an order authorizing the Mayor to Submit to the U. S. Department of Housing and Urban Development the City of Jackson’s 2021 One-Year Action Plan of the 2020–2024 Consolidated Plan in the Amount of \$4,282,141.00, which included \$1,811,981.00 in Community Development Block Grant (CDBG) funds; \$881,748.00 in Home Investment Partnerships (HOME) funds; \$159,648.00 in Emergency Solutions Grant (ESG) funds; \$1,428,764.00 in Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, this amendment to the August 3, 2021 Order of the City Council adds the allocation of Home Investment Partnership Program American Rescue Plan funding in the amount of \$3,195,726, which must be included in the 2021 Action Plan, and increases the amount of funding from \$4,282,141.00 to \$7,477,867.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan, which includes \$1,811,981.00 in Community Development Block Grant (CDBG) funds; \$881,748 in Home Investment Partnerships (HOME) funds; \$159,648.00 in Emergency Solutions Grant (ESG) funds; \$1,428,764.00 in Housing Opportunities for Persons with AIDS (HOPWA); and \$3,195,726.00 in Home Investment Partnership Program American Rescue Plan funds, which amends the total amount of funds from \$4,282,141.00 to \$7,477,867.00; and to execute all required certifications, forms, and contractual documents related to this program year.

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

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

ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE DISTRICT THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, Chapter 2 Section 102-30 (16) of the City of Jackson Code of Ordinances establishes an alternative compliance method for sign approvals in existing mixed-use pedestrian-oriented districts that promote quality design and integration of architecture; and

WHEREAS, The District has submitted the required application and documents to request an alternative compliance approval; and

WHEREAS, the Department of Planning and Development has evaluated the submitted comprehensive sign plan and found that the sign plan contains all elements required; and

WHEREAS, the City Council finds that the proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development, and the proposed signage incorporates special design features such as logos, emblems, murals or statuary that are integrated with the building architecture; and

WHEREAS, the District is identified as area between Eastover Drive, I-55 North Frontage, and Vision Drive; and

WHEREAS, the comprehensive sign plan is attached as Exhibit A.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Jackson, Mississippi that the application of The District as defined and attached in Exhibit A is hereby approved.

Exhibit A

SIGN TABLE: Permitting Guidelines

Building identification:

Address letters or numbers may not exceed 8 inches in height for tenant spaces or freestanding businesses.

Business identification signs:

Signs may be illuminated internally or externally. Combined signage of building must not exceed 300 square feet.

Building sign (wall, canopy, or projecting):

to be allowed 15% of total area of each elevation

Maximum area of 100 square feet per elevation per sign type.

Each tenant allowed one of each sign type (wall, canopy, and/or projecting), with a limit of 150 sq ft per elevation.

Ground sign:

to be allowed area of 20 square feet

Maximum height of 6ft

Maximum one sign per street frontage

Must be 10 feet from property line

Must be set back 10 feet from right of way

Additional sign types:

Projecting signs to be allowed 25 square feet, with a maximum of 6 feet perpendicular distance from face of building. Must hang at least 8 feet from ground level

Roof mounted signs and moving sign parts to be allowed upon review

SIGN TABLE: Design Guidelines

Design encouraged to work well with existing architecture and signage types.

Sign designers encouraged to review existing signs in The District.

Signs must make use of 3 dimensional elements, such as flat cut or raised lettering, with exception for hand-painted signage.

Flat, non-dimensional, sign panels will not be permitted

LED message boards will not be permitted

Visible brackets or hanging hardware must be intentional in its design, and match existing hardware.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VILLAGE AT LIVINGSTON PLACE, CITY OF JACKSON, MISSISSIPPI, MARCH 2021, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS ISSUED FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS; AND FOR RELATED PURPOSES.

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

1. Pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), the City has previously approved its Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”), and has approved the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Mississippi, March 2021* (the “TIF Plan”).
2. Pursuant to the TIF Act, the Council is authorized and empowered to issue tax increment financing revenue bonds (the “TIF Bonds”) for the purpose of paying or reimbursing the costs of certain infrastructure improvements as described in the TIF Plan (the “Infrastructure Improvements”) to construct and develop “The Village at Livingston Place” off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and certain commercial development (the “Project”), to be carried out by VLP, LLC (the “Developer”), all as described in the TIF Plan.
3. It is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the “Agreement”) setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer, in substantially the form

attached hereto as **Exhibit A**. The City is authorized to enter into such Agreement pursuant to the TIF Act.

4. The City reasonably expects that the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the TIF Bonds upon the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

SECTION 1. The Council hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 2. The Council hereby authorizes and directs the Mayor and the City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the TIF Bonds with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") dated _____, 2021, is by and between the City of Jackson, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and VLP, LLC, a limited liability company organized, existing and in good standing under the laws of the State of Mississippi, including its successors and assigns to be bound by this Agreement (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.* Mississippi Code of 1972, as amended (the "TIF Act"), the City, acting through its City Council (the "Council"), approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on April 27, 2021, the Council adopted a resolution accepting the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the "TIF Plan") as a project qualified for tax increment financing ("TIF") and to express its intent at a future time or times to issue tax increment financing revenue bonds in one or more taxable or tax-exempt series in a principal amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) for a term of repayment not to exceed fifteen (15) years (the "TIF Bonds"), and to hold a public hearing on the TIF Plan, all as provided by the TIF Act; and

WHEREAS, on Thursday, April 29, 2021, the City published a Notice of Public Hearing on the TIF Plan in *The Mississippi Link*, and on May 11, 2021, the Council held a public hearing on the TIF Plan, all as required by the TIF Act; and

WHEREAS, on May 11, 2021, the Council adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of constructing or reimbursing the Developer for the costs of certain infrastructure improvements, as defined and described herein below; and

WHEREAS, on June 9, 2021, Hinds County, Mississippi (the "County"), held a hearing on the TIF Plan and thereafter adopted its resolution giving final approval to the TIF Plan and authorizing its participation in the issuance of the TIF Bonds together with the City as the primary party to carry the issuance forward;

WHEREAS, the Developer proposes to develop "The Village at Livingston Place" off Livingston Road in the north central section of the City, a high-quality mixed-use development, including approximately 210 single family homes and certain commercial development, in accordance with the TIF Plan (collectively, the "Project"), the master plan for the Project attached hereto as **Exhibit A**; and

WHEREAS, the City desires that both single family homes, subject to reasonable restrictive covenants, and commercial development occur prior to issuance of the TIF Bonds; and

WHEREAS, the Developer will acquire and construct certain infrastructure to support the Project, and TIF funds from the sale of the TIF Bonds will be used to reimburse the Developer for the installation and construction of various infrastructure improvements within the tax increment financing district created by the TIF Plan (the "TIF District") or servicing the TIF District, which shall include but are not limited to the installation, rehabilitation, and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District, and which Infrastructure Improvements are detailed in Exhibit B hereto; and

WHEREAS, the Mississippi "Economic Redevelopment Act," Title 57, Chapter 91, Mississippi Code of 1972, as Amended ("MERA") and the Mississippi "Brownfields Voluntary Cleanup and Redevelopment Act," Title 49, Chapter 35, Mississippi Code of 1972, as Amended (the "Brownfield Act"), encourage economic development on and around environmentally contaminated sites by providing incentives to defray the remediation costs associated with cleaning up contaminated property; and

WHEREAS, pursuant to MERA and the Brownfield Act, the City has identified the TIF District set forth in the TIF Plan as a "brownfield" property that is a potential location for redevelopment under MERA and the Brownfield Act; and

WHEREAS, the Developer is requesting the assistance of the City pursuant to MERA and the Brownfield Act by providing incentives to defray certain costs associated with the remediation of the TIF District in compliance with the Brownfield Act; and

WHEREAS, the Developer has requested the City to participate in the Brownfield program which provides for the State of Mississippi acting through the Mississippi Department of Environmental Quality ("MDEQ") and the Mississippi Development Authority ("MDA") to rebate 2.5 times the allowable remediation and abatement costs of the Project solely from sales taxes of the City for a period of up to fifteen (15) years; and

WHEREAS, the Developer has requested that the City designate the TIF District as a "redevelopment area" pursuant to MERA and the Brownfield Act and subsequently enter into a Brownfield redevelopment agreement with the Developer so that the Project may be submitted to MDA for consideration under MERA; and

WHEREAS, the Developer has requested that the upon the expiration of the Brownfield redevelopment agreement between the City and the Developer, the City's portion of sales taxes from the TIF District (excluding special taxes of the City related to food, beverage, hotels and

motels, tourism, and the convention center) be used to secure the issuance of the TIF Bonds as set forth in the TIF Plan; and

WHEREAS, the TIF Bonds will be secured solely by a pledge of: (i) one hundred percent (100%) of the increase in the City's sales tax rebates generated within the TIF District, however excluding therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels, and excluding any sales taxes dedicated to the remediation and abatement costs of the Project pursuant to MERA and the Brownfield Act; (ii) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District; and (iii) one hundred percent (100%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan (together, the "TIF Revenues"); and

WHEREAS, the TIF Bonds will be sized and issued based upon: (i) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District based on the City's general fund millage, plus (ii) fifty percent (50%) of the increase in the City's sales tax rebates generated within the TIF District, however excluding therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels, and excluding any sales taxes dedicated to the remediation and abatement costs of the Project pursuant to MERA and the Brownfield Act, plus (iii) fifty percent (50%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan; and

WHEREAS, the TIF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation, shall never constitute or give rise to a pecuniary liability of the City, or constitute a charge against the general credit or taxing powers of the City; and

WHEREAS, the Developer is requesting the assistance of the City in providing the funding or reimbursement for a portion of the Infrastructure Improvements in the maximum principal amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) by the utilization of TIF; and

WHEREAS, the principal sum of the TIF Bonds shall be used to acquire and construct a portion of the Infrastructure Improvements or reimburse Developer for costs associated with same; and

WHEREAS, part or all of the Project will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, the Developer acknowledges and understands that any reduction in the certified real and personal property values will result in a reduction in the "Captured Assessed Value" for the TIF District and could have a material adverse impact on the security for the TIF Bonds; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project in anticipation of the delivery of the TIF Bonds, and as required by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of said Infrastructure Improvements in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000).

NOW, THEREFORE:

SECTION 1. The Developer shall commence with the construction of the Project, including both single family homes and commercial development, including the Infrastructure Improvements, and substantially complete the same or cause the same to be substantially completed, such that the projected TIF Revenues will provide funds sufficient to make the payments for the TIF bonds as contemplated in Section 5 to the satisfaction of the City. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse the Developer for all or a portion of his expenditures pursuant to this Agreement for the Infrastructure Improvements.

SECTION 2. The Project, including the Infrastructure Improvements, will be constructed and acquired by the Developer as set forth in the TIF Plan and will result in expenditures for Infrastructure Improvements equal to or more than Three Million Three Hundred Thousand Dollars (\$3,300,000) and in estimated Project costs, all as set forth in the TIF Plan. The City will issue the TIF Bonds to defray the costs of the Infrastructure Improvements, subject to the conditions described herein and in the TIF Plan, in the principal amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), as may be reasonably determined by the City in accordance with fact.

SECTION 3. The Developer agrees to use best efforts to utilize minority-owned businesses certified with the City through the City's MBE/FBE Certification Program as subcontractors for the Project.

SECTION 4. The Developer will pursue the incentives available under MERA and the Brownfield program, and will notify the City of the State's approval of same.

SECTION 5. The City will deliver the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that projected TIF Revenues will provide funds sufficient to make the payments for such TIF Bonds and any necessary reserve funds and that the Infrastructure Improvements support significant development of the Project. It is anticipated by the City and the Developer that the TIF Bonds will be issued approximately two (2) years after the Project is placed into service, the incentives under the Brownfield redevelopment agreement have expired or completed, and appropriate information regarding the TIF Revenues are delivered to the City. Such portion of the TIF Revenues comprised of ad valorem taxes of the City and the County shall be projected and certified as required under the TIF Act by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), and that portion of the TIF Revenues comprised of sales tax rebates to the City (less certain excluded sales tax rebates) shall

be certified by the Mississippi Department of Revenue as required under the TIF Act. In making the determination as to the sizing of the TIF Bonds, the TIF Revenues projected and/or certified as being available for payment of the TIF Bonds shall not be further reduced to provide coverage for the payment of the TIF Bonds, it being the intent of this Agreement that such coverage shall come from the TIF Revenues pledged to the payment of the TIF Bonds (that being the purpose of providing for the pledge of the larger stream of TIF Revenues). TIF Bonds to be issued pursuant to the Agreement shall be issued within five (5) years after the later of: (1) the date of approval of the Interlocal Agreement between the City and the County, or (2) the approval of the TIF Plan by both the City and the County. The City will use its best efforts to issue the principal amount of the TIF Bonds determined to be appropriate pursuant to the TIF Plan, the Brownfield redevelopment agreement, and this Agreement and to issue such principal amount of the TIF Bonds as is justified by information presented by the Developer within the specified time frames.

SECTION 6. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the delivery of the TIF Bonds. To the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with all applicable City standards, codes, and ordinances.

SECTION 7. The City and the Developer agree that at such time as any of the TIF Bonds are sold and delivered, the City shall deposit the proceeds in a construction fund and shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including the costs of issuance of the TIF Bonds, which costs shall be customary and reasonable. In the City's sole discretion, the City may establish a reserve fund or funds to pay interest on the TIF Bonds which would be due and payable prior to the date when the first TIF Revenues are received or in the event of a shortfall in TIF Revenues necessary to make the payments for the TIF Bonds. The proceeds of the TIF Bonds shall next be used to reimburse the Developer for all eligible costs and expenditures made by the Developer in connection with the acquisition and construction of the Infrastructure Improvements. The remainder of the proceeds of the TIF Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or by the City to the extent that the Developer has been fully reimbursed for its Infrastructure Improvements expenditures.

SECTION 8. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the cost of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project. In the event the proceeds of the TIF Bonds are insufficient to pay the cost of the Infrastructure Improvements, the Developer agrees to pay such deficiency. The City covenants and agrees to use its best efforts to issue the TIF Bonds

in the amounts, for the purposes, and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds, or by the lack of sufficient projected TIF Revenues to provide for the payments of the TIF Bonds, as may reasonably be determined by the City in accordance with fact.

SECTION 9. The Developer agrees to keep and maintain accurate records segregating the cost of the Infrastructure Improvements separate and apart from or in addition to records for the remainder of the Project. The Developer agrees to present information to the City regarding that portion of the Infrastructure Improvements shall be dedicated to the City for public use; upon appropriate review and dedication, the City agrees that it will maintain that portion of the Infrastructure Improvements. The Developer agrees that any portion of the Infrastructure Improvements which are not dedicated to the City upon appropriate review by the City shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 10. Each reimbursement of cost of the Infrastructure Improvements to the Developer by the City shall be made by execution, presentation of, and compliance with the requisition form for requisition for Infrastructure Improvements. The form for the Requisition is attached hereto as Exhibit C.

SECTION 11. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of the TIF Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse the Developer for such costs is the proceeds derived from the sale of the TIF Bonds.

SECTION 12. The City hereby agrees that it will make best efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer and the incentives under the Brownfield redevelopment agreement having expired or been completed, it knows of no reason why the TIF Bonds will not be issued and delivered.

SECTION 13. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 14. Any notice, request, complaint, demand, communication, or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

Chokwe Antar Lumumba, Mayor
City of Jackson, Mississippi
c/o Director of Administration
200 South President Street

If to the Developer:

VLP, LLC
Attn: Arthur W. Steber
5440 Woodford Drive
Birmingham, Alabama 35242

6th Floor, Hood Building
Jackson, Mississippi 39207

SECTION 15. As an inducement for and in consideration of the issuance of the TIF Bonds by the City, the Developer hereby agrees that for as long as the TIF Bonds remain outstanding the Developer shall not take any actions that would result in a decrease in the assessed value of the real and personal property values of the TIF District for ad valorem tax purposes to fall below the Current Assessed Value, such agreement to be memorialized in further detail prior to closing on the TIF Bonds.

SECTION 16. As an inducement for and in consideration of the issuance of the TIF Bonds by the City, the Developer hereby agrees to include reasonable restrictive covenants to the development of the single family homes.

SECTION 17. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

EXECUTION PAGE TO
DEVELOPMENT AND REIMBURSEMENT AGREEMENT

The Village at Livingston Place

DULY EXECUTED on the day and year first written hereinabove.

City of Jackson, Mississippi

By: _____
Chokwe Antar Lumumba, Mayor

ATTEST:

City Clerk (seal)

VLP, LLC

By: _____

Name: _____

Title: _____

Council Member Grizzell moved adoption; Council Member Hartley seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON,
MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN
INTERLOCAL COOPERATION AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT WITH
HINDS COUNTY, MISSISSIPPI, IN SUPPORT OF THE VILLAGE AT
LIVINGSTON PLACE PROJECT.

WHEREAS, the City Council of the City of Jackson, Mississippi, (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby find, determine, and adjudicate as follows:

1. Pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), the Municipality and Hinds County, Mississippi (the “County”), are authorized to undertake and carry out redevelopment projects, as defined therein, utilizing tax increment financing (“TIF”).
2. Pursuant to the TIF Act, the Governing Body has received, conducted hearings on, and approved the *Tax Increment Financing Redevelopment Plan*,

- City of Jackson, Mississippi, 2007* (the “Redevelopment Plan”). The Redevelopment Plan constitutes a qualified plan under the Act.
3. On April 27, 2021, the Governing Body adopted a resolution giving notice of its intention to approve the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021* (the “TIF Plan”), as qualified for TIF, to amend the Redevelopment Plan to establish and incorporate the Tax Increment Financing District, 0, City of Jackson, Mississippi, as further described and defined in the TIF Plan (the “TIF District”), to express its intent at a future time or times to issue tax increment financing revenue bonds in one or more series (the “TIF Bonds”), in a principal amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), and to call a public hearing on the TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act.
 4. On April 29, 2021, the Municipality published a Notice of Public Hearing on the TIF Plan, and on May 11, 2021, the Governing Body held a public hearing on the TIF Plan, all as required by the TIF Act, after which the Governing Body adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as defined hereinafter, including without limitation reimbursing the Developer, as hereinafter defined, for all or a portion of the costs of the Infrastructure Improvements, as hereinafter defined.
 5. VLP, LLC (the “Developer”) is proposing to develop the Village at Livingston Place Project (the “Project”) in the Municipality, in the County, and within the TIF District. The Municipality intends to enter into an Interlocal Cooperation Agreement (the “Agreement”) with the County pursuant to Sections 17-31-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), to support the Project and to enable the proceeds of the TIF Bonds to be used to pay for the cost of various infrastructure improvements, as described in the TIF Plan, which may include, but are not limited to, installation of utilities such as water and sanitary sewer; natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, construction of public and private parking facilities, and sidewalks; fire protection, installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of land and/or rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental costs; and related professional fees for the development, and such other infrastructure as may be authorized pursuant to any authorized certificate of convenience and necessity obtained pursuant to Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (all such costs being the “Infrastructure Improvements”).
 6. The Developer is requesting the assistance of the Municipality and the County in providing the funding for the Infrastructure Improvements by the utilization of TIF.
 7. The Project appears to be a project of major economic significance within the Municipality and the County and to qualify as a project eligible for TIF under the Redevelopment Plan. The participation on the part of the Municipality is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety, and welfare of the Municipality.
 8. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of

the Project, based on the expectation that TIF funds will be available in the future. The Municipality wishes to reimburse the Developer for this expense in whole or part, up to the amount of funds available from the proceeds of the TIF Bonds at the time or times the TIF Bonds are issued in the future. The funds derived from the sale of the TIF Bonds will be used by the Developer to acquire and construct the Infrastructure Improvements or reimburse the Developer for the costs of acquisition and construction of the Infrastructure Improvements by the Developer, and other costs included within the Infrastructure Improvements.

9. Pursuant to the TIF Act, the TIF Bonds will be secured solely by a pledge of: (i) one hundred percent (100%) of the increase in the City's sales tax rebates generated within the TIF District, however **excluding** therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels; (ii) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District; and (iii) one hundred percent (100%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan (together, the "TIF Revenues").
10. The TIF Bonds will be sized and issued based upon: (i) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District based on the City's general fund millage, plus (ii) fifty percent (50%) of the increase in the City's sales tax rebates generated within the TIF District, however **excluding** therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels, plus (iii) fifty percent (50%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan.
11. These TIF Bonds shall never constitute an indebtedness of the Municipality within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Municipality, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Project is one of major economic significance, and the participation of the Municipality is necessary and in the public interest and would benefit the public health, safety, and welfare of the Municipality and its citizens.

SECTION 2. The Governing Body hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**, with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 3. The Governing Body hereby authorizes the Mayor and the Municipality Clerk to execute and deliver the Agreement for and on behalf of the Municipality with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

Exhibit A

Form of the Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Jackson, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "Municipality"), and Hinds County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the Municipality and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Ad Valorem TIF Revenues" shall mean, with respect to the Municipality and the County, the additional ad valorem tax revenues received resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Bond Fund" shall mean the Livingston TIF Bond Fund provided for in Section 11 hereof.

"Bond Payments" shall mean payments of principal or premium, if any, and interest on the TIF Bonds, and Paying Agent charges pertaining to the TIF Bonds and such charges, deposits, or payments for a debt service reserve fund, bond insurance, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the TIF Bonds, and specifically including any prepayments of principal on the TIF Bonds and payments of amounts previously due and unpaid.

"Bond Resolution" shall mean the resolution of the Municipality authorizing and directing the issuance of the TIF Bonds, or any series thereof.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Clerk" shall mean the City Clerk of the Municipality.

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

"Developer" shall mean VLP, LLC, a Mississippi limited liability company, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Development and Reimbursement Agreement" shall mean the Development and Reimbursement Agreement dated as of _____, 2021, by and between the Municipality and the Developer.

"Final Bond Payment Date" shall mean the date on which all of the Bond Payments have been made, whether before, on or after the last scheduled Principal Payment Date. For this purpose, all Bond Payments shall not be deemed to have been made if the Municipality has any unpaid deficiency in paying its portion of the Bond Payments pursuant to Section 11 hereunder.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the TIF Plan, supporting the Project which may include, but not limited to installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, construction of public and private parking facilities, and construction of sidewalks; fire protection, installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of land and/or rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental costs; and related professional fees for the development, and such other infrastructure as may be authorized pursuant to any authorized certificate of convenience and necessity obtained pursuant to Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended, pursuant to plans presented to and approved by the Municipality.

"Payment Date" shall mean any date on which interest or principal and interest on the TIF Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the TIF Bonds, any Payment Date on which principal is scheduled to be paid (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

"Project" shall mean the development of "The Village at Livingston Place" off Livingston Road in the north central section of the City, including approximately 210 single family homes and garden homes and certain commercial development.

"Redevelopment Plan" shall mean the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi*, as amended from time to time.

"Sales Tax TIF Revenues" shall mean 100 percent (100%) of the increase in the amount of the municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the TIF Act.

"TIF Act" shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

"TIF Bonds" shall mean the tax increment financing revenue bonds of the Municipality in the maximum principal amount of Three Million Three Hundred Thousand Dollars

(\$3,300,000), which may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements and costs pertaining to any bonds issued to refund the TIF Bonds.

"TIF District" shall mean the property area included in the TIF Plan.

"TIF Plan" shall mean the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Hinds County, Mississippi, March 2021*.

"TIF Revenues" shall mean, together, the Ad Valorem TIF Revenues of the Municipality and the County and the Sales Tax TIF Revenues of the Municipality.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Developer proposes to construct the Project and the Infrastructure Improvements. The Municipality desires to issue the TIF Bonds to assist in the financing of the acquisition and construction of the Infrastructure Improvements in order to promote economic development and assist in the creation of jobs and to promote the economic, social, and general welfare of both the Municipality and the County

3. The governing authorities of the Municipality and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to promote economic development and to assist in the creation of jobs and to promote the general welfare of the Municipality and County and the citizens of each.

4. In order that the TIF Bonds may be issued and sold and the payment of the TIF Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the TIF Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the date of each such series, respectively.

5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction by the Developer of the Project, it is necessary and in the public interest for the Municipality to cooperate with the County by entering into this Agreement pursuant to the TIF Act.

6. It is agreed and understood that the Municipality has developed the TIF Plan and established the TIF District in order to provide for the issuance and sale of the TIF Bonds to finance the Infrastructure Improvements, and it is agreed and understood that the Municipality may, in its discretion, include as sources of payment for the TIF Bonds and pledge to the extent deemed necessary and appropriate all or any portion of the TIF Revenues.

7. The Municipality and the County desire to enter into this Agreement for the purposes of (i) assisting in the financing of the Costs of the Infrastructure Improvements and (ii) satisfying the requirements of the TIF Act.

8. It is necessary for the Municipality and the County to enter into this Agreement pursuant to the TIF Act and the Interlocal Act in order to enable the Municipality to issue and sell the TIF Bonds, and to provide for the securing of the TIF Bonds and the payment of the Bond Payments.

9. The TIF Act authorizes the Municipality to issue the TIF Bonds for financing all or part of the Costs of the Infrastructure Improvements.

10. The Municipality hereby agrees that it will issue the TIF Bonds for the purpose of assisting the financing of the Infrastructure Improvements. The Bond Payments shall be payable solely from the TIF Revenues

11. The Municipality and the County have agreed to divert a portion of their respective TIF Revenues from the TIF District to be used for the Bond Payments as hereinafter set forth.

12. Pursuant to the TIF Act, the TIF Bonds will be secured solely by a pledge of: (i) one hundred percent (100%) of the increase in the City's sales tax rebates generated within the TIF District, however excluding therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels; (ii) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District; and (iii) one hundred percent (100%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan (together, the "TIF Revenues").

13. The TIF Bonds will be sized and issued based upon: (i) one hundred percent (100%) of the increase in the City's ad valorem tax revenues generated from real and personal property of the City within the TIF District based on the City's general fund millage, plus (ii) fifty percent (50%) of the increase in the City's sales tax rebates generated within the TIF District, however excluding therefrom any special taxes of the City related to food, beverage, hotels and motels, tourism, convention center, and hotels, plus (iii) fifty percent (50%) of the increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property within the TIF District, all as set forth in the TIF Plan.

14. It is in the best interests of the citizens of the Municipality that the Municipality enter into and execute the Agreement.

15. It is in the best interests of the citizens of the County that the County enter into and execute the Agreement.

16. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the Municipality and County.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE MUNICIPALITY AND THE COUNTY, THE MUNICIPALITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Sections 6 and 10 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the Municipality and the County with regard to the financing of the Infrastructure Improvements and the payment of the TIF Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The Municipality and the County are authorized by the TIF Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing and Supplying.

(a) The Infrastructure Improvements shall be financed as a joint undertaking of the Municipality and the County. All of the staffing pertaining to the acquisition and/or construction of the Infrastructure Improvements and the issuance of the TIF Bonds will be provided by the Municipality, except as may be otherwise provided herein. The Municipality and the County hereby designate and authorize the Municipality to exercise all powers needed to carry out and assist in the development of the Project and the Infrastructure Improvements, including but not limited to the power to issue the TIF Bonds to finance all or a portion of the Costs of the Infrastructure Improvements, and to reimburse the Developer or any contractor hired by or with the approval of the Municipality, from proceeds of the TIF Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the TIF Bonds.

(b) The Municipality will establish a budget which may be included as a part of the Municipality's budget for the receipts and expenditures pertaining to the Project and to the Bond Payments. The City Clerk is hereby designated to receive, disburse and account for the TIF Revenues to be received by or deposited with the Municipality.

(c) The City Clerk shall determine on a date not less than two (2) months prior to the Principal Payment Date of each year the amount of TIF Revenues received by the County and the amount of TIF Revenues received by the Municipality for the preceding twelve (12) months and shall promptly give a notice to the Chancery Clerk of the County setting forth (1) the amount needed for the two (2) next succeeding Bond Payments, (2) the total amount of TIF Revenues of the Municipality and the County, and (3) the amount of TIF Revenues due from the

County for said Bond Payments. The County agrees to cooperate in supplying all information needed from the County for this purpose.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. The operation of the Agreement and of the Infrastructure Improvements shall be carried out by the Municipality and by the County as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the TIF Act.

SECTION 6. Termination; Disposition of Property. Except for the Infrastructure Improvements to be dedicated to the Municipality, at the termination of the Agreement any property owned by the Municipality and Developer, respectively, shall remain their property. The Infrastructure Improvements to be owned by the Municipality shall be dedicated to the Municipality as a condition for reimbursement to the Developer for the costs of the Infrastructure Improvements to be paid from proceeds of the TIF Bonds. As to any Infrastructure Improvements to be owned by the Developer or other private party, the Municipality has determined that it is in the best interests of the Municipality for such property to be owned by the Developer or other private party and not by the Municipality. Any surplus TIF Revenues remaining after termination shall be returned to the Municipality and the County, respectively, after each has satisfied its respective obligations under Section 11 hereof.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the Municipality and the County by an agreement entered into pursuant to the provisions of the Interlocal Act and the TIF Act. No such amendment shall have a material adverse effect on the ability of the Municipality to make the Bond Payments.

SECTION 8. Administration of Issuance of Bonds. The provision for the administration of issuance of the TIF Bonds and the payment thereof is provided for in Section 4 hereof, pursuant to the Interlocal Act and the TIF Act.

SECTION 9. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.

(a) The Developer has acquired or will acquire all property needed for the Project and the Infrastructure Improvements. The Municipality has entered into the Development and Reimbursement Agreement with the Developer regarding, among other things, the dedication and conveyance to the Municipality of any Infrastructure Improvements to be owned by the Municipality and the reimbursement to the Developer of all or a portion of the Infrastructure Improvements.

(b) The Municipality shall have the right, at its request, to review and approve the plans, specifications and expenditures for all Infrastructure Improvements. The Municipality and the County shall have access to all records pertaining to the acquisition and construction of the Infrastructure Improvements, and no changes which materially affect the overall scope thereof will be carried out without the written consent of the Municipality.

(c) The County will grant to the Municipality any necessary construction and maintenance easements on property on which the County can grant such rights to aid in the acquisition and/or construction of the Infrastructure Improvements.

SECTION 10. Terms and Conditions That Will Cause Agreement to Be Terminated. The term of each series of the TIF Bonds shall not exceed fifteen (15) years from the date thereof. The Agreement will be terminated on the earlier of (1) the payment in full of the Bond Payments or (2) twenty-five (25) years from the date hereof. However, the obligations of the Municipality and the County, respectively, incurred during the term of this Agreement shall not lapse due to a failure or refusal of the party owing such obligation.

SECTION 11. Manner in Which the Costs of the Infrastructure Improvements Shall be Shared.

(a) The Municipality has approved the Redevelopment Plan and the TIF Plan and has created the TIF District. The Municipality will issue the TIF Bonds for the purpose of financing the Infrastructure Improvements associated with the Project. The Bond Payments shall be the responsibility of the Municipality and shall be paid from the TIF Revenues.

(b) There shall be created by the Municipality a "Livingston TIF Bond Fund" (the "Bond Fund") which will be held as a separate fund by the Municipality. The Municipality will provide to the County a schedule of Bond Payments, which schedule may be adjusted from time to time to account for any changes in fees of the Paying Agent, prepayments of principal or other change in Bond Payments.

(c) To provide for the Bond Payments, the County will divert all or a portion of its Ad Valorem TIF Revenues. The amount of such Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (e) of this Section and shall be paid to the City Clerk, credited to the Bond Fund and disbursed as provided in this Section.

(d) To provide for the Bond Payments, the Municipality will divert all or a portion of its Ad Valorem TIF Revenues and Sales Tax TIF Revenues. The amount of such Ad Valorem TIF Revenues and Sales Tax TIF Revenues to be so diverted shall be determined as provided in Subsection (e) of this Section and shall be deposited into the Bond Fund and disbursed as provided in this Section.

(e) The County will, at least two (2) months prior to the Principal Payment Date, transfer that portion of its Ad Valorem TIF Revenues described below to the Municipality for deposit into the Bond Fund for the Bond Payments. The Municipality will deposit that portion of its Ad Valorem TIF Revenues and Sales Tax TIF Revenues described below into the Bond Fund, along with the Ad Valorem TIF Revenues received from the County for that purpose. The amount of the TIF Revenues to be diverted by the County and by the Municipality shall be determined and transferred and/or deposited as follows:

(i.) To the extent that 100% of the TIF Revenues of the Municipality and of the County are equal to or less than the sums needed to fully provide for the then next

two (2) succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definition of TIF Revenues) shall be transferred to the Municipality (with regard to the County) and deposited into the Bond Fund for the Bond Payments.

(ii.) To the extent that 100% of the TIF Revenues of the Municipality and of the County exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the then next two (2) succeeding Bond Payments, then excess TIF Revenues shall be released to each party so that each party hereto contributes the same percentage of its TIF Revenues.

(f) Upon payment of the TIF Bonds in full as to principal and interest, any surplus moneys shall be released to the Municipality and the County in the proportion as the percentage produced by dividing the TIF Revenues required for the Bond Payments by the total TIF Revenues diverted by each party respectively, in the year preceding the Final Bond Payment Date for the TIF Bonds.

SECTION 12. TIF Revenues from the TIF District; Security for Bond Payments. It is agreed that the Municipality may include as sources of payment for the TIF Bonds and pledge the TIF Revenues provided for in Section 11 herein for the Bond Payments.

SECTION 13. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the Municipality and the County and by the Mississippi Attorney General and filed as provided in the Interlocal Act. The initial term of this Agreement shall commence on the effective date hereof and terminate as provided in Section 10 hereof.

WITNESS the signature of the duly authorized officer of the Municipality as of _____, 2021.

City of Jackson, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ESTABLISHING A REDEVELOPMENT PROJECT AREA IN CONJUNCTION WITH THE TAX INCREMENT FINANCING DISTRICT FOR THE MISSISSIPPI ECONOMIC REDEVELOPMENT ACT PROGRAM TO ENCOURAGE ECONOMIC DEVELOPMENT ON AND AROUND ENVIRONMENTALLY CONTAMINATED SITES AND AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF THE CITY; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Jackson, Mississippi, acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

WHEREAS, the Mississippi “Economic Redevelopment Act,” Title 57, Chapter 91, Mississippi Code of 1972, as Amended (“MERA”) and the Mississippi “Brownfields Voluntary Cleanup and Redevelopment Act,” Title 49, Chapter 35, Mississippi Code of 1972, as Amended (the “Brownfield Act”), encourage economic development on and around environmentally contaminated sites by providing incentives to defray the remediation costs associated with cleaning up contaminated property; and

WHEREAS, pursuant to Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the “TIF Act”), the City has previously approved its Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”), and has approved the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Mississippi, March 2021* (the “TIF Plan”); and

WHEREAS, VLP, LLC (the “Developer”) proposes to develop “The Village at Livingston Place” off Livingston Road in the north central section of the City into a high-quality mixed-use development, including approximately 210 single family homes and certain commercial development, in accordance with the TIF Plan (the “Project”); and

WHEREAS, pursuant to MERA and the Brownfield Act, the City has identified the tax increment financing district for the Project as set forth in the TIF Plan (the “TIF District”) as a “brownfield” property that is a potential location for redevelopment under MERA and the Brownfield Act; and

WHEREAS, the Developer is requesting the assistance of the City pursuant to MERA and the Brownfield Act by providing incentives to defray certain costs associated with the remediation of the TIF District in compliance with the Brownfield Act; and

WHEREAS, the Developer has requested that the City designate the TIF District as a “redevelopment area” pursuant to MERA and the Brownfield Act and subsequently enter into a Brownfield redevelopment agreement with the Developer so that the Project may be submitted to the Mississippi Development Authority (“MDA”) for consideration under MERA; and

WHEREAS, the Project appears to be a project of major economic significance within the City to qualify for the incentives provided for in MERA and the Brownfield Act; and

WHEREAS, participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

SECTION 1. The City Council hereby establishes the area as delineated in **Exhibit A** attached hereto as the “Redevelopment Project Area”.

SECTION 2. The Mayor is hereby authorized to enter into a Brownfield Redevelopment Agreement with the Developer, the form of which is attached hereto as **Exhibit B**.

SECTION 3. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest to any and all documents necessary to apply on behalf of the City and to assist the Developer in the submission of an application to MDA for the certification of the TIF District as a Redevelopment Project Area pursuant to MERA and the Brownfield Act.

Exhibit A

Redevelopment Project Area

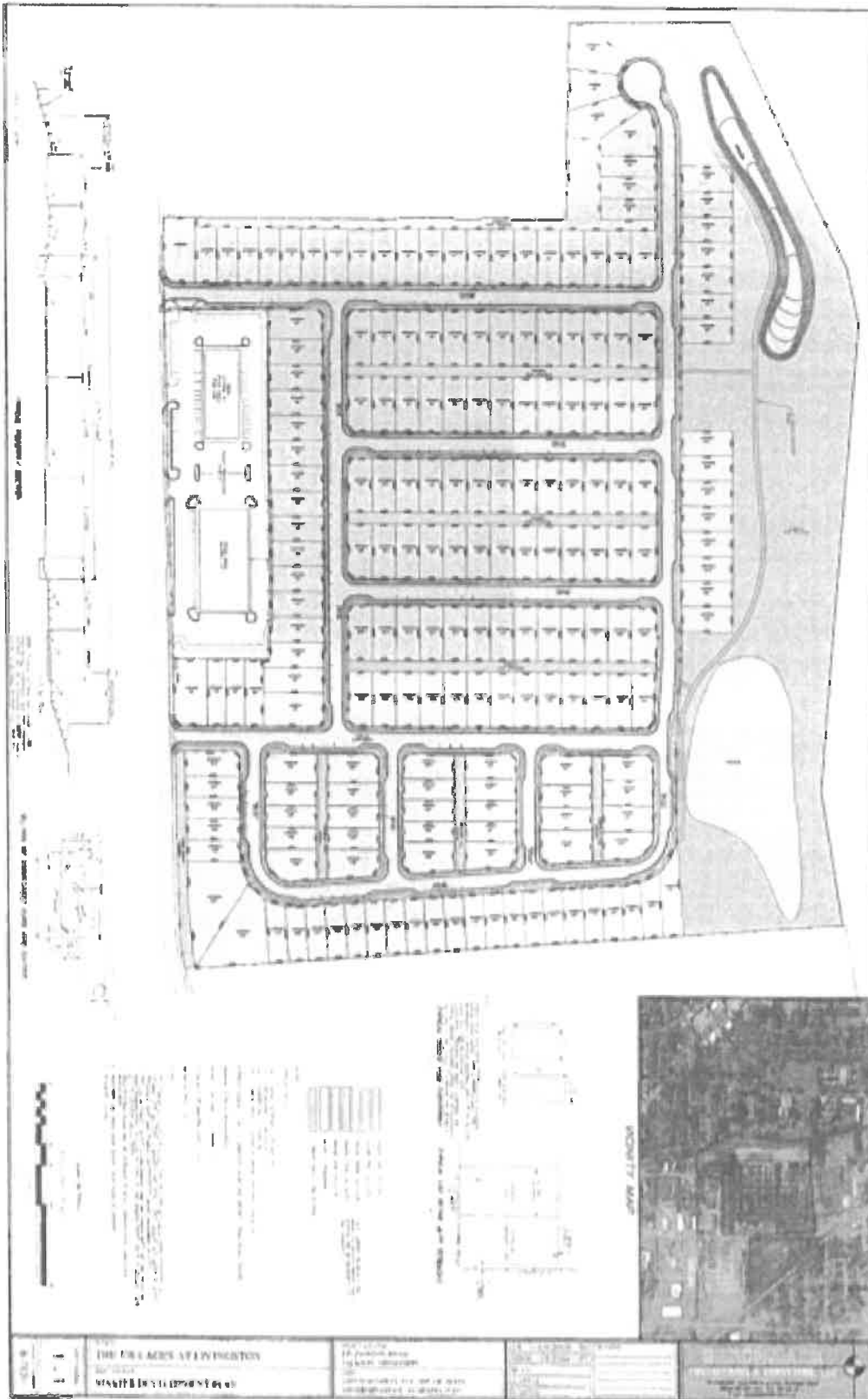


Exhibit B

Form of the Brownfield Redevelopment A

DEVELOPMENT AGREEMENT FOR BROWNFIELD PROGRAM

This Development Agreement (the "Agreement") dated as of _____, 2021, by and between the City of Jackson, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and VLP, LLC, a limited liability company organized, existing, and in good standing under the laws of the State of Mississippi, including its successors and assigns to be bound by this Agreement (the "Developer").

WITNESSETH:

WHEREAS, The Mississippi "Economic Redevelopment Act," Title 57, Chapter 91, Mississippi Code of 1972, as Amended ("MERA") and the Mississippi "Brownfields Voluntary Cleanup and Redevelopment Act," Title 49, Chapter 35, Mississippi Code of 1972, as Amended (the "Brownfield Act"), encourage economic development on and around environmentally contaminated sites by providing incentives to defray the remediation costs associated with cleaning up contaminated property; and

WHEREAS, pursuant to Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "TIF Act"), the City has previously approved its Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and has approved the *Tax Increment Financing Plan for the Village at Livingston Place, City of Jackson, Mississippi, March 2021* (the "TIF Plan"); and

WHEREAS, the Developer proposes to develop "The Village at Livingston Place" off Livingston Road in the north central section of the City into a high-quality mixed-use development, including approximately 210 single family homes and certain commercial development, in accordance with the TIF Plan (the "Project"); and

WHEREAS, pursuant to MERA and the Brownfield Act, the City has identified the tax increment financing district for the Project as set forth in the TIF Plan (the "TIF District") as a "brownfield" property that is a potential location for redevelopment under MERA and the Brownfield Act; and

WHEREAS, the Developer is requesting the assistance of the City pursuant to MERA and the Brownfield Act by providing incentives to defray certain costs associated with the remediation of the TIF District in compliance with the Brownfield Act; and

WHEREAS, the Developer has requested that the City designate the TIF District as a "redevelopment area" pursuant to MERA and the Brownfield Act and subsequently enter into a Brownfield redevelopment agreement with the Developer so that the Project may be submitted to the Mississippi Development Authority ("MDA") for consideration under MERA; and

WHEREAS, the Project appears to be a project of major economic significance within the City to qualify for the incentives provided for in MERA and the Brownfield Act; and

WHEREAS, participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

WHEREAS, the Developer has requested the City to participate in the Brownfield program which provides for the State of Mississippi acting through the Mississippi Department of Environmental Quality ("MDEQ") and MDA to rebate 2.5 times the allowable remediation and abatement costs of the Project solely from sales taxes of the City for a period of up to fifteen (15) years; and

WHEREAS, the amount of the abatement costs is presently unknown because construction has not begun on the site of the Project; and

WHEREAS, the program requires an application by the City to MDEQ and MDA, and along with such applications a Brownfield redevelopment agreement between the City and the Developer; and

WHEREAS, this Amendment shall serve as evidence of the agreement between the City and the Developer related to the Brownfield program.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. Sales taxes of the City related to the Project located within the TIF District shall be diverted to the Brownfield program as authorized by MERA and the Brownfield Act.

SECTION 2. Upon the expiration of the Brownfield redevelopment agreement between the City and the Developer, the City's portion of sales taxes (excluding special taxes of the City related to food, beverage, hotels and motels, tourism, and the convention center) shall be utilized for tax increment financing as contemplated in the TIF Plan approved by the City on May 11, 2021, and as set forth in the development and reimbursement agreement regarding the Project entered into between the Developer and the City.

SECTION 3. The Developer agrees to comply with all rules and regulations of the Brownfield program.

SECTION 4. Any notice, request, complaint, demand, communication, or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

Chokwe Antar Lumumba, Mayor
City of Jackson, Mississippi
c/o Director of Administration
200 South President Street
6th Floor, Hood Building
Jackson, Mississippi 39207

If to the Developer:

VLP, LLC
Attn: Arthur W. Steher
5440 Woodford Drive
Birmingham, Alabama 35242

SECTION 5. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DULY EXECUTED on the day and year first written hereinabove.

City of Jackson, Mississippi

Chokwe Antar Lumumba, Mayor

ATTEST:

City Clerk

(seal)

VLP, LLC

By: _____

Name: _____

Title:

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$83,324.00 have arisen since the adoption of the Fiscal Year 2021-2022 City of Jackson Budget for the Water-Sewer Business Administration Division; and

WHEREAS, the Fiscal Year 2021-2022 City of Jackson Budget needs to be revised to provide funding for anticipated staffing needs; and

WHEREAS, the following accounts are being revised:

From: 031.520106111	\$83,324.00
To: 031.520106489	\$83,324.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 Budget be revised in the amount of \$83,324.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031.520106111	(\$83,324.00)
To:	031.520106489	\$83,324.00

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Absent – Stokes.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MEADOWBROOK ROAD REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Meadowbrook Road Rehabilitation Project; and

WHEREAS, two bids were submitted to the City Clerk on October 12, 2021; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$3,316,047.35 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of \$3,316,047.35 for the Meadowbrook Road Rehabilitation Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. for the construction of the Meadowbrook Road Rehabilitation Project, Federal Aid Project Number STP-7263-00(001) LPA/108076, in the amount of \$3,316,047.35 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the City Clerk is authorized to attest a contract with Hemphill Construction Company, Inc. for the construction of the Meadowbrook Road Rehabilitation Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Meadowbrook Road Rehabilitation Project and to submit the same to MDOT as needed.

Council Member Foote moved adoption; **Vice President Lee** seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD REHABILITATION PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076.

WHEREAS, the City of Jackson has received federal FAST Act funds for improvements to Meadowbrook Road from I-55 to West Street; and

WHEREAS, the City of Jackson selected EJES, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, EJES has provided a cost estimate of \$253,728.15 to provide construction engineering and inspection services for the project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with EJES, Inc. for the Meadowbrook Road Rehabilitation Project, Federal Aid Project No. STP-7263-00(001) LPA/108076, for an amount not to exceed \$253,728.15.

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

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

There came on for consideration Agenda Item No. 32:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRADLEY ARANT BOULT CUMMINGS LLP, THE COCHRAN FIRM JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS. Said item was pulled by the Office of the City Attorney.

There came on for consideration Agenda Item No. 33:

ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO REVIEW THE MUNICIPAL MINUTES PRESENTED BYTHE CITY CLERK AND SIGN THE MINUTES AS HIS ACT OF APPROVAL OF SUCH MINUTES. Said item was pulled by **President Lindsay**.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021 and October 26, 2021 and 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.

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

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

There came on for Discussion, Agenda Item No. 36:

DISCUSSION: Drinking Water – Winter Contingency Plan: Vice President Lee recognized **Council Member Hartley** who expressed concerns regarding the need to maintain a stockpile of water in case of a water emergency.

There came on for Discussion, Agenda Item No. 37:

DISCUSSION: Medgar Evers Blvd: Vice President stated said item would be tabled until the next Special Council Meeting to be held on December 7, 2021 due to the absence of **Council Member Stokes**.

There came on for Discussion, Agenda Item No. 38:

DISCUSSION: Benning Road: Vice President stated that said item would be tabled due to the absence of **Council Member Stokes**.

There came on for Discussion, Agenda Item No. 39:

DISCUSSION: Review and Continuation of Covid-19 Local Emergency: Vice President Lee recognized **President Lindsay** who expressed concerns regarding the need to keep current Covid-19 safeguards in place.

There came on for Discussion, Agenda Item No. 40:

DISCUSSION: RFP Update: Vice President Lee recognized **Catoria Martin, City Attorney** who provided information regarding the upcoming deadline for the solid waste collection services RFP and provided the City Council with an update on the RFP.

There came on for Discussion, Agenda Item No. 42:

DISCUSSION: MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972: Vice President Lee recognized **President Lindsay** who expressed that all City Council members received the monthly financial report for review.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - Encouraged all citizens to get out and vote.

Vice President Lee stated that the Council needed to go into Closed Session to discuss going into Executive Session to discuss Agenda Item No. 5 regarding Prospective Litigation and a Pending Litigation Matter.

Vice President Lee recognized **Council Member Hartley** who moved, seconded by **Council Member Foote** to go into Closed Session to discuss a Personnel Matter. The motion prevailed by the following vote:

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

Vice President Lee announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Prospective Litigation and a Pending Litigation Matter.

During Closed Session, **Council Member Grizzell** moved, seconded by **Council Member Hartley** to go into Executive Session regarding Prospective Litigation and a Pending Litigation Matter. The motion prevailed by the following vote:

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

An announcement was made to the public that the Council voted to go into Executive Session to discuss prospective and pending litigation.

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

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

Vice President Lee announced to the public that the Council voted to come out of Executive Session, Agenda Item No. 5 was tabled until the next Special Council Meeting to be held on December 7, 2021.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on December 7, 2021. At 12:27 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley-Bjorkman
CLERK OF COUNCIL

APPROVED:

Charles L. ... 4/25/22
MAYOR DATE

ATTEST:

Angelle Harris
CITY CLERK
