

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on February 1, 2021, being the first 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; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

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The invocation was offered by **Pastor Chris Cumbest of Wells United Methodist Church**.

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

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

- **Anthony Moore** who expressed concerns regarding sewage backing up into homes on Crawford St. and Ludlow St.

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

ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE.

There was no representation from the Applicant.

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

ORDER DENYING SMILOW PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN ASUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE.

There was no opposition from the public.

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President Lindsay requested that Agenda Item No. 15 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE.

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Smilow Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

IT IS, THEREFORE, ORDERED that Smilow Prep is hereby granted a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

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

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

Nays – None.

Absent – None.

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS
CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE
MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 23, 2019,
OCTOBER 29, 2019, MARCH 17, 2020, AND AUGUST 18, 2020, IN THE
FOLLOWING CASES:

2019-1142 2019-1376 2020-1076 2020-1103
2020-1104 2020-1175

WHEREAS, Administrative Hearings were held on June 4, 2019, September 24, 2019, February 25, 2020, June 30, 2020 and July 14, 2020, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on July 23, 2019, October 29, 2019, March 17, 2020, and August 18, 2020, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

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

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

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

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

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

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON SEPTEMBER 14, 2021 AND OCTOBER 26, 2021								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel	Cost	10% Adm. Cos	Penalty Cos	Total	Work Completed
2019-1142	TILLMAN JAMES W EST & ALMA 2957 BAILEY JACKSON MS 39213	2957 BAILEY AVE/39213/3	101-151	\$4,998.00	\$499.80	\$500.00	\$5,997.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2019-1376	FEDERAL HOME LOAN MORTGAGE CORP C/O THE QUANTUS CORP P O BOX 2263 AUSTIN TX 78768	842 WILLOW ST/39204/7	170-66	\$4,350.00	\$435.00	\$500.00	\$5,285.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1076	NIX BENITA P O BOX 7040 JACKSON MS 39282	3135 BAILEY AVE/39213/3	422-241	\$4,910.00	\$491.00	\$500.00	\$5,901.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1103	SAFEGUARD CAPITAL PARTNERS LLC 101 N WOODLAND BLVD #501 DELAND FL 32720	3456 ROSEMARY AVE/39212/6	626-218	\$4,828.00	\$482.80	\$500.00	\$5,810.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1104	KECK JUDITH L 3448 ROSEMARY AVE JACKSON MS 39212	3448 ROSEMARY AVE/39212/6	626-214	\$5,000.00	\$500.00	\$500.00	\$6,000.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1175	ROBINSON JAMES & KIMBERLY 3511 ROSEMARY AVE JACKSON MS 39212	3511 ROSEMARY AVE/39212/6	626-252	\$4,999.00	\$499.90	\$500.00	\$5,998.90	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
GRAND TOTAL							\$34,993.50	

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

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

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

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

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

Nays – None.

Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1302 – 1775 BROOKHOLLOW CIRCLE - \$4,998.00.

WHEREAS, on September 15, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 18, 2020 for Case #2020-1302 located in Ward 4 of the City of Jackson; and

WHEREAS, on December 28, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on January 7, 2022, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the December 28, 2021 request; and

WHEREAS, Socrates Garrett Enterprises, Inc. through its representative, Leland Socrates Garrett, submitted the lowest and best quote of \$4,998.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1775 Brookhollow Circle; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address of 2659 Livingston Road Jackson, Mississippi 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1775 Brookhollow Circle deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,998.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1298 – 455 QUEEN MARIE LANE – \$5,000.00.

WHEREAS, on September 15, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 18, 2020 for Case #2020-1298 located in Ward 4 of the City of Jackson; and

WHEREAS, on December 28, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on January 7, 2022 contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the December 28, 2021 request; and

WHEREAS, Socrates Garrett Enterprises, Inc. through its representative, Leland Socrates Garrett, submitted the lowest and best quote of \$5,000.00 to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 455 Queen Marie Lane; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address of 2659 Livingston Road Jackson, Mississippi 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 455 Queen Marie Lane deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$5,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

There came on for Adoption, Agenda Item No. 8:

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI OFFICIALLY NAMING THE JACKSON POLICE DEPARTMENT/JUDICIAL ADMINISTRATION CENTER/MUNICIPAL COURT BUILDING LOCATED AT 327 EAST PASCAGOULA STREET, JACKSON, MISSISSIPPI, 39201, TO “LEE DAN VANCE, JR. JACKSON POLICE DEPARTMENT HEADQUARTERS/MUNICIPAL COURT ADMINISTRATION BUILDING” IN HONOR OF THE LIFE AND LEGACY OF LEE DAN VANCE, JR. Said item was referred to the Public Property Renaming & Special Recognitions Committee.

There came on for Adoption, Agenda No. 9:

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. President Lindsay stated that said item would be tabled until later in the meeting.

ORDER APPROVING CLAIMS NUMBER 26691 to 26758 APPEARING AT PAGES 260 TO 290 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$15,298,847.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 26691 to 26758 appearing at pages 260 to 290, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$15,298,847.94 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		411,209.42
SEIZURE & FORF PROP-STATE		2,450.00
TECHNOLOGY FUND		69,987.04
PARKS & RECR. FUND		57,407.70
LANDFILL/SANITATION FUND		1,060,805.36
FIRE PROTECTION		49,000.00
STATE TORT CLAIMS FUND		6,170.93
WATER/SEWER OP & MAINT FUND		290,801.76
EMPLOYEES GROUP INSURANCE FUND		78,770.98
KELLOGG FOUNDATION PROJECT		25,116.55
NARCOTICS EVIDENCE ESCROW		2,877.60
HOUSING COMM DEV ACT (CDBG) FD		121,809.11
HOME PROGRAM FUND		12.04
H O P W A GRANT - DEPT. OF HUD		60,088.38
INFRASTRUCTURE BOND 2020 \$32M		1,065,599.62
CAPITOL STREET 2-WAY PROJECT		1,122.10
1% INFRASTRUCTURE TAX		1,006,385.25
MADISON SEWAGE DISP OP & MAINT		41,307.92
WATER/SEWER CAP IMP NOTE 7M		112,923.66

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 1, 2022 10:00 A.M.**

420

TRANSPORTATION FUND	751,112.91
JXN CONVENTION & VISITORS BUR	290,690.89
RESURFACING -REPAIR & REPL. FD	485,637.26
G O PUBLC IMP 2003 B & I(\$20M)	1,533,356.25
2010 GO REFUNDING/RESTRUCTURIN	1,271,609.75
2018 TIF BOND \$1.7M - WESTIN	192,605.00
2019 TIF BOND \$1.8 - LANDMARK	197,596.00
CAPITAL CITY REVENUE FUND	806.86
CONVEN REFUNDING SERIES 2013A	3,354,968.75
HUMAN AND CULTURE GRANTS	548.88
MODERNIZATION TAX	283,514.00
FARISH STREET STABILIZATION	30,000.00
ESG COVID CARES ACT	21,943.53
CDBG COVID CARES	7,495.00
ZOOLOGICAL PARK	20,913.30
AMERICAN RESCUE PLAN ACT 2021	137,547.85
2021 G O BOND 16.9M	2,092,005.63
LIBRARY FUND	162,250.66
2016 WATER/SEWER REFUNDING B&I	400.00
TOTAL	<u>\$15,298,847.94</u>

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

President Lindsay recognized **Louis Wright, CAO**, who provided a brief overview of the Claims Docket at the request of **President Lindsay**.

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who stated that an amendment was needed to the claims docket to include a payment in the amount of \$25,000.00 to National Fitness Campaign for the Keith Haring Fitness Court at the Woodrow Wilson Park.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Council Member Hartley**, to amend said order to reflect recommendation made by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

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

ORDER APPROVING CLAIMS NUMBER 26691 to 26758 APPEARING AT PAGES 260 TO 290 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$15,323,847.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 26691 to 26758 appearing at pages 260 to 290, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$15,323,847.94 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	411,209.42
SEIZURE & FORF PROP-STATE	2,450.00
TECHNOLOGY FUND	69,987.04
PARKS & RECR. FUND	82,407.70
LANDFILL/SANITATION FUND	1,060,805.36
FIRE PROTECTION	49,000.00
STATE TORT CLAIMS FUND	6,170.93
WATER/SEWER OP & MAINT FUND	290,801.76
EMPLOYEES GROUP INSURANCE FUND	78,770.98
KELLOGG FOUNDATION PROJECT	25,116.55
NARCOTICS EVIDENCE ESCROW	2,877.60
HOUSING COMM DEV ACT (CDBG) FD	121,809.11
HOME PROGRAM FUND	12.04
H O P W A GRANT - DEPT. OF HUD	60,088.38
INFRASTRUCTURE BOND 2020 \$32M	1,065,599.62
CAPITOL STREET 2-WAY PROJECT	1,122.10
1% INFRASTRUCTURE TAX	1,006,385.25
MADISON SEWAGE DISP OP & MAINT	41,307.92
WATER/SEWER CAP IMP NOTE 7M	112,923.66
TRANSPORTATION FUND	751,112.91
JXN CONVENTION & VISITORS BUR	290,690.89
RESURFACING -REPAIR & REPL. FD	485,637.26
G O PUBLIC IMP 2003 B & I(\$20M)	1,533,356.25
2010 GO REFUNDING/RESTRUCTURIN	1,271,609.75
2018 TIF BOND \$1.7M - WESTIN	192,605.00
2019 TIF BOND \$1.8 - LANDMARK	197,596.00
CAPITAL CITY REVENUE FUND	806.86
CONVEN REFUNDING SERIES 2013A	3,354,968.75
HUMAN AND CULTURE GRANTS	548.88
MODERNIZATION TAX	283,514.00
FARISH STREET STABILIZATION	30,000.00
ESG COVID CARES ACT	21,943.53
CDBG COVID CARES	7,495.00
ZOOLOGICAL PARK	20,913.30
TOTAL	<u>15,323,847.94</u>

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – None.

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 26691 TO 26758 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 26691 to 26758 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$134,184.28 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		2,183,401.87
PARKS & RECR FUND		86,925.17
LANDFILL FUND		19,592.53
SENIOR AIDES		1,906.54
WATER/SEWER OPER & MAINT		212,775.94
PAYROLL	134,184.28	
EARLY CHILDHOOD		21,581.86
HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,621.88
TRANSPORTATION FUND		10,734.43
PEG ACCESS-PROGRAMMING FUND		8,597.36
2020 SAKI GRAND DOJ		7,281.21
ZOOLOGICAL PARK		24,844.04
TOTAL		\$2,592,945.28

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE AGREEMENT WITH PILEUM CORPORATION FOR FIREWALL.

WHEREAS, pursuant to Miss. Code Ann. §31-7-59(1), “any municipality over one hundred thousand population is empowered to purchase from the General Services Administration, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Services”; and

WHEREAS, after performance delays, the Department of Administration obtained firewall and the City of Jackson was granted an evaluation period which allowed demo units of the firewall to be installed to protect and stabilize the City’s network; and

WHEREAS, the initial evaluation period was set to expire August 2021 but the City was granted monthly extensions to date; and

WHEREAS, the evaluation period for the installed demo units is expired; and

WHEREAS, the City of Jackson utilizes software and appliances from Pileum Corporation (“PILEUM”) to stabilize and secure the network infrastructure; and

WHEREAS, PILEUM has proposed a three-year master service agreement to provide both the physical appliance and software application to secure the network by identifying, controlling, and inspecting our SSL encrypted traffic and applications in real-time; and

WHEREAS, the firewall allows content scanning to protect the City of Jackson against viruses, spyware, data leakage, and application vulnerabilities; and
WHEREAS, the cost of procurement is \$314,174.59 beginning upon execution through February 28, 2025 on a three (3) year agreement; and

WHEREAS, the products listed in the master service agreement reflect GSA prices for the firewall equipment; and

WHEREAS, the Department of Administration recommends the firewall as the City's maintenance needs for support and software upgrades are substantial and execution of the master service agreement is recommended.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a master service agreement with Pileum Corporation for the City of Jackson's network infrastructure at a cost of \$314,174.59 beginning upon execution through February 28, 2025.

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

President Lindsay recognized **Oliver Hines, Information Technology**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER APPROVING THE ACCEPTANCE OF CONCESSIONS RENT RELIEF, AIRPORT RESCUE GRANT NO. 3-28-0037-062-2022; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIRPORT RESCUE GRANT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGATIONS FOR ALL ELIGIBLE, IN-TERMINAL AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (AIRPORT).

WHEREAS, Jackson Municipal Airport Authority ("JMAA") Staff submitted a CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT Application ("Application") to the United States Department of Transportation, Federal Aviation Administration ("FAA"), on or about October 21, 2021 for federal funds to reimburse JMAA for providing relief from rent and minimum annual guarantees ("MAG") obligations to eligible, in-terminal concessions at the Airport; and

WHEREAS, the FAA approved JMAA's Application and offered JMAA Concessions Rent Relief, Airport Rescue Grant No. 3-28-0037-062-2022 on or about December 29, 2021 (the "GRANT"); and

WHEREAS, the GRANT is for an amount not-to-exceed Four Hundred Seventy Thousand, Three Hundred Thirty-Two Dollars (\$470,332.00) and covers one hundred percent (100%) of eligible expenses; and

WHEREAS, the JMAA Board of Commissioners approved acceptance of the GRANT during its duly-conveyed, rescheduled regular Board meeting held on January 24, 2022, and authorized JMAA's Chief Executive Officer and JMAA's Legal Counsel to execute certain documents and assurances required by the FAA for release of the GRANT funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi ("City"), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the GRANT offer and agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and the City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the GRANT in order for JMAA to receive the GRANT funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the GRANT in an amount not-to-exceed Four Hundred Seventy Thousand, Three Hundred Thirty-Two Dollars (\$470,332.00) is hereby accepted and approved.

IT IS FURTHER ORDERED that the Mayor and the City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the GRANT offer and agreement to provide relief from rent and minimum annual guarantees obligations to eligible, in-terminal airport concessions at the Jackson-Medgar Wiley Evers International Airport.

IT IS FURTHER ORDERED that the GRANT funds are to be used for reimbursement of eligible, in-terminal concessions rent relief and for minimal annual guarantees obligations; and in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the Airport, the local Airport system, or local facilities owned or operated by the Airport.

IT IS FURTHER ORDERED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

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

President Lindsay recognized **John May, Attorney for JMAA**, who provided a brief overview of said item.

President Lindsay recognized **Paul Brown, CEO of JMAA**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SETTING AN ELECTION TO AUTHORIZE THE CREATION OF A SPECIAL LOCAL IMPROVEMENT ASSESSMENT DISTRICT FOR BELHAVEN AND BELHAVEN HEIGHTS.

WHEREAS, the Mississippi legislature has authorized the creation of a special local improvement assessment district, as provided in Sections 21-33-551 through 21-33-561 of the Mississippi Code of 1972, for non-profit homeowners' associations in municipalities with a population of one hundred fifty-thousand (150,000) or more; and

WHEREAS, a special local improvement assessment district means a district established pursuant to Section 21-33-553 and may be comprised of either residential or nonresidential property; and

WHEREAS, the Greater Belhaven Community delivered its petition to the clerk for the City of Jackson to establish a special local improvement district for Belhaven and Belhaven Heights; and

WHEREAS, pursuant to Sections 21-33-553(1), (2) of the Mississippi Code of 1972, the petition signed by the owners of at least sixty percent (60%) of the taxable real properties in the Greater Belhaven Community, and a strategic plan was filed with the City Clerk on December 16, 2021; and

WHEREAS, pursuant to Section 21-33-553(3), Mississippi Code of 1972, within ninety (90) days of receipt of the strategic plan, the municipality shall prepare a notice calling for an election to be held in the proposed district on the question of whether to establish the special local improvement assessment district with the date, time and voting locations affixed; and

WHEREAS, the City of Jackson shall publish the notice of the election once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in the City, with the first publication of the notice to be made not less than twenty-one (21) days before the date fixed in the notice of the election and the last publication to be made not more than seven (7) days before the election.

THEREFORE, BE IT RESOLVED that the election to authorize the creation of a proposed special local improvement assessment district for Belhaven and Belhaven Heights shall be held on April 5, 2022 at participating polling locations.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

**ORDER DECLARING PARCEL NO. 73-26 SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING
PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL
DEVELOPMENT.**

WHEREAS, Gulf Coast Housing Partnership, Inc. submitted an application to the Department of Planning and Development, Surplus Property Committee, requesting that Parcel 73-26, be declared surplus and conveyed to Gulf Coast Housing Partnership, Inc., to utilize as a driveway access to a residential development; and

WHEREAS, the City of Jackson has ownership of Parcel No. 73-26 fully described below and having the physical location of 0 W. Cohea Street:

*40 FT S/S COHEA ST X 100 FT N & S E OF WHITE W OF BOTNICK IN LOT 15 COHEA
SYNJ*

and

WHEREAS, on January 11, 2022, the Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of the property pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, no City department expressed a municipal need for the property; and

WHEREAS, the Surplus Property Committee recommends that the governing authorities declare the property surplus and authorize its disposal to Gulf Coast Housing Partnership, Inc., pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended.

IT IS, THEREFORE, ORDERED that Parcel No. 73-26 fully described below and having the physical location of Cohea Street:

*40 FT S/S COHEA ST X 100 FT N & S E OF WHITE W OF BOTNICK IN LOT 15 COHEA
SYNJ*

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the disposition of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for driveway access to an affordable residential facility will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a quitclaim deed, with a right of reverter, deeding the property to Gulf Coast Housing Partnership, Inc. for driveway access to a residential development.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements and rights-of-way, restrictions of record concerning subject property.

IT IS FURTHER ORDERED that the City retains any and all mineral rights, as well as the right of ingress and egress to remove same.

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

President Lindsay recognized **Jordan Hillman, Department of Planning and Development**, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – None.

* * * * *

**ORDER DECLARING PARCEL NO. 73-29-1 SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING
PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL
DEVELOPMENT.**

WHEREAS, Gulf Coast Housing Partnership, Inc. submitted an application to the City of Jackson's Surplus Property Division requesting that Parcel 73-29-1, be declared surplus and conveyed to Gulf Coast Housing Partnership, Inc., to utilize as driveway access to a residential development, and

WHEREAS, on January 11, 2022, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of the pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, no City department expressed a municipal need for the property; and

WHEREAS, the Surplus Property Committee recommends that the City Council declare the property surplus and authorize its disposal to Gulf Coast Housing Partnership, Inc., pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, the City of Jackson has ownership of Parcel No. 73-29-1 fully described below and having the physical location of Cohea Street:

*BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W
10 FT N 45 FT TO POB IN LOTS 15 & 16 COHEA SY N J Parcel # 73-29-1 **153 55 W
Cohea St***

IT IS, THEREFORE, ORDERED that Parcel No. 73-29-1 fully described below and having the physical location of Cohea Street:

*BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W
10 FT N 45 FT TO POB IN LOTS 15 & 16 COHEA SY N J Parcel # 73-29-1 **153 55 W
Cohea St***

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the disposition of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for driveway access to an affordable residential facility will promote and foster the development and

improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a quitclaim deed, with a right of reverter, deeding the property to Gulf Coast Housing Partnership, Inc. for driveway access to a residential development.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements and rights-of-way, restrictions of record concerning subject property.

IT IS FURTHER ORDERED that the City retains any and all mineral rights, as well as the right of ingress and egress to remove same.

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

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

Nays – Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE WARRANTY DEED AND RELATED DOCUMENTS TRANSFERRING PROPERTY TO MMC MATERIALS, INC. F/K/A MISSISSIPPI MATERIALS COMPANY IN ACCORDANCE WITH THE TERMS OF THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI MATERIALS COMPANY EXECUTED ON MAY 1, 1981, AND RECORDED IN BOOK 2818, PAGE 664 ET AL. OF THE LANDS RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI.

WHEREAS, the City of Jackson (the “City”) entered into that certain Lease Agreement with MMC Materials, Inc. f/k/a Mississippi Materials Company, dated as of May 1, 1981 and recorded at Book 2818, Page 664 et al. of the land records of the Chancery Clerk of Hinds County, Mississippi (the “Agreement”); and

WHEREAS, the City issued bonds in the principal amount of Three Hundred Twenty Thousand Dollars (\$320,000.00) in connection with the execution of the Agreement; and

WHEREAS, on January 11, 2022, the City received information that the bonds issued in connection with the execution of the Agreement have been redeemed; and

WHEREAS, Mississippi Materials Company has formally notified the City that it is exercising its option to purchase the Project (as that term is defined in the Agreement) for the sum of \$100.00 pursuant to Section 11 of the Agreement; and

WHEREAS, the legal description of the property is as follows:

Lots 1, 2, 3, 4 and 5, Block “A”, Battle Hill Subdivision, according to the plat on file in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 2 at Page 64 and being more particularly described by metes and bounds as follows:

Begin at the intersection of the southerly right-of-way of Mercer Street with the westerly right-of-way of Green Avenue (as said streets are now laid out and in use, March, 1981); run thence South 35 degrees 32 minutes 20 seconds West and along the said westerly right-of-way of Green Avenue for a distance of 267.06 feet to the southernmost corner of the aforementioned Lot 5; thence leaving the said westerly right-of-way of Green Avenue, run North 54 degrees 29 minutes 40 seconds West and along the southerly line of said Lot 5 for a distance of 194.47 feet to the westernmost corner of said Lot 5, said point also being on the easterly line of a 15.0 foot alley; thence leaving the said southerly line of said Lot 5, run North 31 degrees 42 minutes East and along the said easterly line of said 15.0 foot alley for a distance of 315.28 feet to the aforementioned southerly right-of-way of Mercer Street; thence leaving the said easterly line of said 15.0 foot alley, run South 42 degrees 03

minutes 40 seconds East and along the said southerly right-of-way of Mercer Street for a distance of 220.73 feet to the POINT OF BEGINNING; and

WHEREAS, upon receipt and review of the relative documents, the Office of the City Attorney is recommending that the Mayor be authorized to execute the warranty deed and related documents transferring the property to Mississippi Material Company pursuant to the Agreement between the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the warranty deed and related documents transferring the property to MMC Materials, Inc. f/k/a Mississippi Material Company in accordance with the Lease Agreement executed on May 1, 1981 and recorded in Book 2818, Page 664 et al. of the Lands Records of the Chancery Clerk of Hinds County, Mississippi.

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

President Lindsay recognized **Attorney Bailey Fair, Watkins and Eager** and **Catoria Martin, City Attorney** who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Hartley.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2022 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS.

WHEREAS, the previous contract for solid waste collections, and hauling services expired on September 30, 2021; and

WHEREAS, the City entered into an emergency contract for solid waste collection and hauling services for a six-month period beginning October 1, 2021, to ensure that residents received garbage collection while procuring a new contract; and

WHEREAS, beginning October 21, 2021, the City began again soliciting proposals for solid waste collection and hauling services, with four options: 1) once per week collection without a cart; 2) twice per week collection without a cart; 3) once per week collection with a 96-gallon cart; and 4) twice per week collection with a 96-gallon cart; and

WHEREAS, in response to said solicitation, on November 23, 2021, the City received proposals from: Waste Management of Mississippi, Inc., FCC Environmental Services, LLC, and Richard's Disposal; and

WHEREAS, an Evaluation Committee consisting of three City of Jackson Public Works Department employees and three members of the City's executive team reviewed the proposals submitted; and

WHEREAS, the Evaluation Committee reviewed and scored the technical proposals blind, that is, without knowing the identity of the proposers, which accounted for thirty percent (30%) of the total score; and

WHEREAS, the Evaluation Committee then heard presentations from the proposers and rated their experience in providing similar services, their qualifications and key personnel, and their references, which accounted for twenty-five percent (25%) of the total score, and evaluated each

proposer's Equal Business Opportunity ("EBO") Plan, which accounted for ten percent (10%) of the total score; and

WHEREAS, the Evaluation Committee then heard presentations from the proposers and rated their experience in providing similar services, their qualifications and key personnel, and their references, which accounted for twenty-five percent (25%) of the total score, and evaluated each proposer's Equal Business Opportunity ("EBO") Plan, which accounted for ten percent (10%) of the total score; and

WHEREAS, the Mayor reviewed the results of the Evaluation Committee, scores and rankings for each service option, along with the pricing provided by the vendors, blind, that is, without knowing the order in which the vendors rank for each service option; and

WHEREAS, the Mayor presented the City Council with an Order, January 4, 2021, that allowed the City Council to recommend to the Mayor its preferred service option; and

WHEREAS, the City Council amended the Order to eliminate the once per week collection options; and

WHEREAS, the City Council further amended the Order to express its preference that the Mayor review the two remaining service options, twice per week with a 96-gallon cart and twice per week without a 96-gallon cart, and the most advantageous proposal received for those options, then select the proposal he wished to pursue in negotiations; and

WHEREAS, the Mayor selected the lowest priced of the two highest scored options for twice per week collection and the company providing this proposal with whom to negotiate; and

WHEREAS, negotiations were conducted with Richard's Disposal, Inc., which provided the most advantageous proposal for twice per week collection with a 96-gallon cart; and

WHEREAS, at the conclusion of the negotiations, Richard's Disposal, Inc. proposed to provide solid waste collection and hauling services consistent with the Request for Proposals, including twice per week collection and the purchase of and delivery to 45,000 sanitation customers of a 96-gallon trash cart for a monthly cost of \$756,000.00; and

WHEREAS, Richard's Disposal, Inc. will own the carts throughout the term of the Agreement and will transfer said carts to the City at the end of the initial term of the Agreement; and

WHEREAS, Richard's Disposal, Inc. will be responsible for replacing carts that are damaged through no fault of the customer and replacing up to one stolen cart; and

WHEREAS, Richard's Disposal, Inc. will charge customers \$90.00 to replace a cart they willfully damage or destroy, or more than one stolen cart replacement, which is the cost of the cart to Richard's Disposal, Inc.; and

WHEREAS, Richard's Disposal, Inc. also proposed to collect garbage from City facilities at a weekly cost of \$1085.00 and to provide roll-off containers for special events at a cost of \$250.00 per container and a delivery charge of \$50.00; and

WHEREAS, the cost of the services under the proposed contract will be indexed annually, beginning on October 1, 2023, either up or down, on the United States Bureau of Labor Statistics All Urban Consumers, Southern Region, Consumer Price Index, in a percent not to exceed 5% annually either up or down; and

WHEREAS, the initial term of the contract will be for six (6) years with four (4) one-year extension options, each at the sole discretion of the City.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection and hauling services consistent with the terms set forth in this order, with the Request for Proposals, and Richard's Disposal, Inc.'s Proposal, twice each week with a 96-gallon cart, at a monthly cost of

\$756,000.00, for an initial term of six (6) years commencing on April 1, 2021, with four (4) one-year extension options, each such option being at the sole discretion of the City; and further said contract will provide for the collection of garbage from City facilities at a weekly rate of \$1085.00 and will provide roll-off containers for special events at a cost of \$250.00 per container and a delivery charge of \$50.00.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Lindsay recognized Marlin King, Director of Public Works and Catoria Martin, City Attorney, who provided a brief overview of said item.

President Lindsay recognized Alvin Richards, Owner of Richards Disposal, who provided a brief overview of said item.

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

Yeas – Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Abstention – Banks.

Absent – None.

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

There came on for Adoption, Agenda No. 9:

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. President Lindsay stated that said item would be tabled until a later date.

ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO ANTENNASITE AGREEMENTS WITH ROBERTS RADIO BROADCASTING, LLC, A MISSOURI LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF A BROADCAST ANTENNA ON SAVANNAH TOWER AND RIVERSIDE TOWER OWNED BY THE CITY OF JACKSON PURSUANT TO THE POWER AND AUTHORITY GRANTED TO THE CITY OF JACKSON IN SECTION 21-17-5 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, WRBJ-FM, 97.7 the Beat of the Capital, a radio station in the City of Jackson, through Roberts Radio Broadcasting, LLC, a Missouri Limited Liability Company, desires to install, maintain, and operate broadcast antennas and related equipment on two City-owned telecommunication towers; and

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

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorize a municipality to adopt orders concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**Mayor's Veto and Objection to City Council's Failure to Approve an
Order Authorizing the Mayor to Execute the Contract and Related Documents with Richard's Disposal,
Inc. to Provide Solid Waste Collection and Hauling Services for a Six (6) Year Term Commencing April 1,
2022 with Four (4) One (1) Year Extension Options**

On February 1, 2022, in a Regular Meeting of the City Council, the City Council failed to approve an Order Authorizing the Mayor to Execute the Contract and Related Documents with Richard's Disposal, Inc. to Provide Solid Waste Collection and Hauling Services for a Six (6) Year Term Commencing April 1, 2022 with Four (4) One (1) Year Extension Options with a vote of 2-4-1. This contract came out of a procurement process that utilized state law-approved criteria for best practices for soliciting requests for proposals, Section 31-7-413 (2) of the Mississippi Code of 1972, as amended. The Department of Public Works issued a new Request for Proposals for Solid Waste Collection and Hauling that scored the technical portion of the RFP without the evaluators knowing the identities of the proposers, consistent with state law approved criteria for best practices for soliciting requests for proposals. Also consistent with state law approved criteria for best practices for soliciting requests for proposals, Section 31-7-413 (2)(a) of the Mississippi Code of 1972, as amended, price as an evaluation factor was the highest rated individual factor and assigned a weight of thirty-five percent (35%). The Request for Proposals solicited service and pricing for four (4) service options based on preferences expressed by the Mayor and by City Council members: (1) Once-per-week collection without carts; (2) Once per week collection with 96-gallon carts; (3) Twice per-week collection without carts; and (4) Twice per week collection with 96-gallon carts and an Evaluation Committee appointed by the Mayor blindly rated the technical proposals, heard presentations after scoring the technical proposals, and then the price proposals were evaluated according to the formula provided in the Request for Proposals.

Without knowing the best evaluated proposal for each of the four (4) service options, I presented the best evaluated proposals for each of the four (4) service options and the corresponding prices to the City Council without disclosing the names of the successful proposers and asked them to make a recommendation on which of the four (4) proposals they preferred. Instead of choosing one of the options, the City Council amended the order to remove the once-per-week service options and directed me, the Mayor, to choose between the two remaining twice-per-week service options. I did, choosing the most affordable of the two contracts as the monthly cost of the proposal for twice-per-week collection with a 96-gallon cart was \$756,000.00 and the cost of the proposal for twice-per-week collection without a cart was \$858,060.00 monthly, which was \$102,060.00 more than the cost with a cart. As Mayor, I presented the most qualified proposer under this option, Richard's Disposal, Inc., to the City Council for their adoption who then arbitrarily and capriciously voted down this option. By capitulating to the demands of these four City Council members to negotiate a solid waste collection and hauling agreement with their preferred vendor, Waste Management of Mississippi, Inc., would expose the City to liability for failing to adhere to State Purchasing Law and failing to follow the vendor evaluation and selection process set forth in the Request for Proposals.

Therefore, I, Chokwe A. Lumumba, Mayor of the City of Jackson, do hereby VETO the City Council's City Council's Failure to Approve an Order Authorizing the Mayor to Execute the Contract and Related Documents with Richard's Disposal, Inc. to Provide Solid Waste Collection and Hauling Services for a Six (6) Year Term Commencing April 1, 2022 with Four (4) One (1) Year Extension Options.


Chokwe A. Lumumba, Mayor

4/15/22
Date

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 1, 2022 10:00 A.M.**

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WHEREAS, entering into a mutually beneficial agreement with Roberts Radio Broadcasting, LLC, regarding the use of the City's telecommunications to install radio broadcasting equipment used in the operation of Roberts Radio Broadcasting, LLC internal business activities authorized by the Federal Communications Commission; and

WHEREAS, the best interest of the public would be served by agreeing to authorize the Roberts Radio Broadcasting to use the City's two (2) tower sites to install equipment to improve radio service by providing booster service for subscribers in their market; and

WHEREAS, Roberts Radio Broadcasting, LLC contemplates that the City would enter into two Antenna Site License Agreements for the use of municipally owned telecommunications towers; and

WHEREAS, the proposed Antenna Site License Agreements contains the following provisions and is similar to Antenna Site License Agreements that the City has with private entities; and

TABLE OF EXHIBITS

Exhibit A - Tower Locations

Exhibit B- Legal Description of the Easements

Exhibit C- Site Plan

Exhibit D- Equipment

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

"Tower" means Licensor's tower and associated structural hardware located at the following geographic coordinates: LAT 32° 14' 21" LONG 90° 21' 53", more particularly described as the Savannah Tower in Jackson, Hinds County, Mississippi and LAT 32° 19' 22.4" LONG 90° 9' 27.4", more particularly described as the Riverside Tower in Jackson, Hinds County, Mississippi.

"Cabinet Pad" means a concrete pad suitable for installation of cabinets associated with Licensee's equipment, located in close proximity to the Tower, which pad site is for Licensee's exclusive use and installation of communications equipment. Construction of pad will be the sole cost and expense of Licensee. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

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

"Manager" means the City of Jackson, its successors or assigns and any subsequent manager of the antenna site pursuant to a management agreement with Licensor.

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

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. **License to Use.**

- (a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor does hereby grant unto Licensee, a nonexclusive License (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit D attached hereto and made a part hereof for all purposes.
- (b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment which Licensee owns for purposes of providing (i) communication services used in the operation of Licensee's internal business activities where Licensee holds a Federal Communications Commission (FCC) license for said use, (ii) common carriage where Licensee holds an FCC license as a Radio Common Carrier, (iii) communications services for others where Licensee holds an FCC license as the system operator, or (iv) transceivers for use by others where others hold an FCC license for the operation of said transceivers. Licensee shall have the right to maintain, repair, replace and modify the Site Equipment from time to time, without Licensor's consent.
- (c) Licensee, at its sole expense and with the prior approval of Licensor, which shall not be unreasonably withheld or delayed, shall have the right to enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such enclosures as shall be necessary to give it complete access to the entire Antenna Site, at all times.
- (d) Licensor reserves the right to require Licensee to relocate all or a portion of its Site Equipment to a different area of the Antenna Site in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment.
- (e) Licensee, Licensee's employees, agents, contractors and invitees are entitled to access to the Premises twenty-four (24) hours a day, seven (7) days a week.

3. Term.

- (a) Initial Term Period. The initial term of this Agreement shall commence on _____, 20____, (the Commence Date) and shall continue for five (5) years. The Agreement will automatically renew for two (2) additional terms of five (5) years each (each a "Renewal Term"), The Parties may renew the license for a third renewal term of five (5) years upon mutual written agreement.
- (b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be cancelled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) ten (10) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money; provided, however, that Licensee shall not be in non-monetary default hereunder if it commences curing such non-monetary default within such 30-day period and thereafter diligently cures the default to completion.

4. Payments. As consideration for the License granted herein, Licensee shall compensate Licensor as follows:
- (a) Rent (Savannah Tower). Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as \$2,225.00 per month (the Monthly License Fee) for up one antenna with a maximum of one line per antenna for the initial installation phase. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly License Fee shall be prorated for such partial month. For the installation of any antenna lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of \$1.50 per antenna line, per foot, per month. By way of example, if Licensee installed only six (6) antenna lines during the initial installation phase, the installation of the seventh and subsequent antenna lines are subject to the additional rent of \$1.50 per antenna line, per foot, per month. Rent for all Antenna Sites encompassed by an Antenna Site License Agreement with Licensor may be aggregated and paid by Licensee in a single, monthly payment.
- Rent (Riverside Tower). Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as \$2,196.50 per month (the Monthly License Fee) for up to one antenna with a maximum of one line per antenna for the initial installation phase. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly License Fee shall be prorated for such partial month. For the installation of any antenna lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of \$1.50 per antenna line, per foot, per month. By way of example, if Licensee installed only six (6) antenna lines during the initial installation phase, the installation of the seventh and subsequent antenna lines are subject to the additional rent of \$1.50 per antenna line, per foot, per month. Rent for all Antenna Sites encompassed by an Antenna Site License Agreement with Licensor may be aggregated and paid by Licensee in a single, monthly payment.
- (b) In addition to the Monthly License Fee, Licensee shall pay Licensor, if and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.
5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such Technical Standards, as more particularly described in Exhibit D, as may from time to time be established by Licensor for the Antenna Site, including, without limitation, Technical Standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation. If any new Technical Standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions within a reasonable time thereafter.
6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or

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

7. Common Equipment. Licenser contemplates that it may, at its sole option and expense furnish and install antennas, transmission lines, combiners, multi couplers, and/or other related equipment (herein called the "Common Antenna Systems") at the Premises set forth in Exhibit A and/or on the Tower as described in Exhibit C. If the Licenser determines that the Common Antenna Systems are compatible with Licensee's Site Equipment, Licenser may require, by written notice to Licensee, that Licensee connect its Site Equipment, (except for existing combiners with more than 50% loading) to Licenser's Common Antenna Systems within 180 days of such notice. Licenser may also require Licensee to pay a one-time connection fee and a recurring Common Antenna Systems maintenance fee in connection therewith, which fees shall be stipulated in the connection notice. After receipt of such notice Licensee may elect to (a) terminate this Agreement or (b) so connect and pay the applicable fees. Licensee must notify Licenser of its election within thirty (30) days after receipt of Licenser's notice. If Licensee does not respond in said time period Licensee shall be deemed to have elected option (b). If Licensee elects option (a), such termination shall be effective 180 days after the date of such notice to Licenser.
8. Maintenance. Licenser shall, at its expense, be responsible for the maintenance of the Tower and Premises and shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular access. Licensee shall be responsible, at Licensee's expense, for the maintenance of its Tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to notice from Licenser to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licenser, in its sole judgment, deems any repairs to Licensee's Site Equipment necessary for the protection of life, and Licenser makes such repairs, Licensee shall pay Licenser's invoice therefore within a reasonable time. Only tower service organizations approved by Licenser shall ascend the Tower or perform any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licenser notice of Licensee's intent to ascend the Tower, which notice shall be at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances, in which case Licensee shall give Licenser notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents have complied with the insurance requirements imposed upon

Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

9. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting there from; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the rent shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensee's Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown outside of the normal business day. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.
10. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards set forth in Exhibit F, all applicable federal, Mississippi state and local laws, ordinances, and regulations (including without limitation the FCC, FAA and City and Fire Codes) and the rules and regulations of the Antenna Site.
11. Assignment and Sublicensing.
 - (a) Licensee may not assign this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment (except as provided in paragraph 2(c)(iv)) with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. Notwithstanding the foregoing, Licensee may assign this Agreement to any parent or subsidiary company of Licensee without the prior written consent of Licensor; however, Licensee shall give Licensor ten (10) days prior written notice of any such assignment.

- (b) Licensor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, provided however, Licensor shall give Licensee ten (10) days prior written notice of any such assignment.

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

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

- (a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.
- (b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

14. Termination of Agreement and Removal of Site Equipment.

- (a) This Agreement may be terminated by either party prior to expiration of the terms set forth in Paragraph 3 above with written notice provided 30 days in advance of the termination subject to the following terms and conditions:

1. If Licensee breaches any term or covenant in the Agreement and the breach is not cured within the applicable cure period specified above in Section 3(b), Licensor may declare the Licensee to be in default and terminate the Agreement. If Licensor declares Licensee in default and terminates the Agreement, Licensee shall pay damages to the Licensor in an amount equal to three (3) months' Monthly License Fee prior to the removal of any of its Site Equipment.

2. If Licensee provides Licensor with notice of its intent not to renew a term of this Agreement pursuant to Section 3(a), Licensee shall pay Licensor damages in an amount equal to three (3) months' Monthly License Fee prior to the removal of any of its Site Equipment. For purposes of this provision, notice that the Licensee rejected the Agreement in bankruptcy or intends to reject the Agreement in bankruptcy shall be deemed to be notice of Licensee's intent not to continue. If Licensee rejects the Agreement described herein in bankruptcy proceedings and fails to pay the damages described within Paragraph 2 above within 60 days, Licensee shall forfeit its Site Equipment and may not remove same. If termination of the Agreement arises out of fire described in Paragraph 15 or any of the causes enumerated in Paragraph 17 of the Agreement, no penalty or damages will be required.

(b) If Licensee is performing all of its obligations hereunder, Licensee may terminate this Agreement and remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee (i) provides at least ninety (90) days' prior written notice to Licensor, (ii) repairs any damage to the Antenna Site caused thereby and restores the Antenna Site to the condition it was in on the Commencement Date, ordinary wear and tear excluded, and (iii) pays damages equal to three (3) months of the then current Monthly License Fee, which payment must be made to Licensor on or before the termination date specified in any notice given by Licensee pursuant to this section 14(b).

- (c) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this Agreement without Licensor's written consent for such equipment to not be removed, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this Agreement, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this Agreement.

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

15. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the rent provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of total destruction of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors, thenceforth this License shall cease and come to an end. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

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

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

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

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

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

Public liability \$1,000,000

Worker's Compensation Statutory limits

Licensee agrees that (1) each such policy shall name Licensor as an additional insured, (except for workers compensation insurance) (2) each such policy shall contain a provision that it may not be canceled without fifteen (15) days prior written notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to Commencement Date.

19. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by an act, omission or neglect of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. In no event shall Licensee be liable for damages caused by Licensor's negligent or intentional misconduct in connection with the performance of this agreement.

20. Mutual Limitation of Personal Liability. Licensee and Licensor agree that neither they nor any person affiliated with them shall be held personally liable for any such judgments rendered against either party as a result of damage to person or property caused by Licensee or Licensor, their agents, servants or employees, subject to limitations imposed by the Mississippi Tort Claims Act Sections 11-46-1 through 11-46-23.

21. Notice. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service which provides signed acknowledgments of receipts (including Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
2320 Riverside Drive
Jackson, MS 39202
(601) 960-1696

with copy to: Office of the City Attorney

P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee:

Roberts Radio Broadcasting, LLC
1408 N Kingshighway Blvd., Suite 300
St. Louis, MO 63113
Attn.: Steven C. Roberts

With a copy, which shall not constitute notice, to:

Rubin, Winston, Diercks, Harris & Cooke, LLP
1250 Connecticut Avenue, N.W., Suite 700
Washington D.C. 20036
Attn.: James L. Winston

The parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

22. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. Attorney's Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensors places the enforcement of this Agreement, or any part thereof, or the collection of any sums due or to become due hereunder, in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same. In no event shall Licensee be liable for attorney fees incurred by Licensors because of Licensors neglect or intentional misconduct in connection with the performance of this Agreement.

24. Non-Waiver. Failure of Licensors to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensors shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensors after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

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

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

27. Cumulative Remedies. All rights and remedies of Licensors and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

28. Law Venue: This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi.

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

Exhibit A

Savannah Tower Location and Description

Roberts Radio Broadcasting, LLC proposes to install low power FM booster system utilizing a 2-element single level antenna Model Jampro JAVA to be located on a single leg of the Savannah Site tower located at 3792 I-55 South, Exit 90A, Jackson, MS 39212. The antenna would be connected using a ½" foam type coaxial cable connecting to a small 3'x3'x6' equipment shelter on the ground positioned as per direction of the Division of Telecommunications of the City of Jackson.

Riverside Tower Location and Description

Roberts Radio Broadcasting, LLC proposes to install low power FM booster system utilizing a 2-element single level antenna Model Jampro JAVA to be located on a single leg of the Riverside Site tower located at 2320 Riverside Drive, Jackson, MS 39202. The antenna would be connected using a ½" foam type coaxial cable connecting to a small 3'x3'x6' equipment shelter on the ground positioned as per direction of the Division of Telecommunications of the City of Jackson.

Exhibit B Legal Description of the Easements to be determined.

Exhibit C Site Plan to be determined.

Exhibit D Equipment to be determined.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute two Antenna Site License Agreements with Roberts Radio Broadcasting, LLC which contains the provisions in this Order.

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

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

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

President Lindsay recognized **Sondra Moncure, Deputy City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

There came on for Discussion, Agenda Item No. 22:

DISCUSSION: COMMON JUSTICE MODEL/VIOLENCE INTERVENTION:
President Lindsay recognized **Brooke Floyd, Jackson's People Assembly**, who provided a brief presentation on violence prevention.

* * * * *

There came on for Discussion, Agenda Item No. 23:

DISCUSSION: PENDING LITIGATION: President Lindsay stated that said item would be discussed in Executive Session.

* * * * *

President Lindsay recognized Council Member Stokes who moved, seconded by Council Member Hartley to go into Closed Session to discuss pending litigation. The motion prevailed by the following vote:

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

* * * * *

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss litigation.

* * * * *

President Lindsay recognized Council Member Stokes who moved, seconded by President Lindsay to amend the agenda to include “Prospective Litigation”. The motion prevailed by the following vote:

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

* * * * *

During Closed Session, Council Member Stokes moved and Council Member Banks seconded to go into Executive Session to discuss “Pending litigation and Prospective Litigation”. The motion prevailed by the following vote:

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

* * * * *

An announced was made to the public that the Council voted to go into Executive Session to discuss “Pending Litigation and Perspective Litigation”.

* * * * *

Note: Council Member Foote, Hartley and Stokes left the meeting during Executive Session.

* * * * *

Vice President Lee moved, seconded by Council Member Grizzell to come out of Executive Session. The motion prevailed by the following vote:

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

* * * * *

President Lindsay announced that the Council voted to come out of Executive Session and no action was taken.

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REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 1, 2022 10:00 A.M.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 11:00 a.m. on February 4, 2022. At 2:04 p.m., the Council stood adjourned.

PREPARED BY:

Shonekia Moxley-Jordan
CLERK OF COUNCIL

APPROVED:

Ch. A. S., 4/15/22
MAYOR DATE

ATTEST:

Angele Harris
CITY CLERK