

REGULAR MEETINGS OF THE CITY COUNCIL
TUESDAY, OCTOBER 11, 2022 10:00 A.M.

9

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 October 11, 2022, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Brian Grizzell, Ward 4.

The meeting was called to order by **President Foote**.

The invocation was offered by **Pastor Hosea Hines of Christ Tabernacle Church**.

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

Note: Vice President Lee left the meeting.

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Hartley**, to suspend the rules to allow in-person public comments. The motion prevailed by the following vote:

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

Nays – None.

Absent –Grizzell and Lee.

The following individuals provided public comments during the meeting:

- **Brenda Butler** who expressed concerns regarding high water bills in a house that's vacant.
- **Susie Williams** who expressed concerns regarding high water bills.

Note: Vice President Lee returned to the meeting.

President Foote requested that Agenda Items No. 44 and 45 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER APPOINTING SHIRLEY DANIELS AS DEPUTY CLERK OF COUNCIL
ON A PART-TIME BASIS.**

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

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

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

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

IT IS HEREBY ORDERED that *Shirley Daniels* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on October 11, 2022.

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

IT IS HEREBY ORDERED that *Shirley Daniels* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

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

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

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

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

Nays – None.

Absent – Grizzell.

ORDER APPOINTING DOROTHY DAVIS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.

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

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

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

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

IT IS HEREBY ORDERED that *Dorothy Davis* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on October 11, 2022.

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

IT IS HEREBY ORDERED that *Dorothy Davis* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

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

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

Council Members Stokes moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – Grizzell.

* * * * *

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS
CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE
MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 18,
2020 AND AUGUST 20, 2022 IN CASES: 19-326 (2019-1270) AND 21-453 (2020-
1116).**

WHEREAS, administrative hearings were held on July 30, 2019 and June 30, 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 August 18, 2020 and August 20, 2022, 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 AUGUST 16, 2022 AND AUGUST 30, 2022								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-21-453 (2020-1116)	HENDERSON THELMA 411 BENNING RD JACKSON MS 39206	411 BENNING RD/39206/3	517-232	\$1,710.00	\$171.00	\$500.00	\$2,381.00	Demolish and remove remains of burned 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.
CE-19-326 (2019-1270)	POOLE MINNIE P EST 3830 SKYLINE DR JACKSON MS 39213	3830 SKYLINE DR/39213/3	410-410	\$5,648.00	\$564.80	\$500.00	\$6,712.80	Demolish and remove remains of burned 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.
GRAND TOTAL							\$9,093.80	

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.

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

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

Nays – None.

Absent – Grizzell.

APPROVAL OF THE AUGUST 19, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Grizzell.

APPROVAL OF THE SEPTEMBER 8, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Grizzell.

APPROVAL OF THE SEPTEMBER 13, 2022 REGULAR COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Grizzell.

APPROVAL OF THE SEPTEMBER 22, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Grizzell.

President Foote recognized **Council Member Banks** moved, seconded by **Council Member Lindsay** to amend Consent Agenda to add “Approval of the September 19, 2022 Regular Zoning Meeting Minutes”. The motion prevailed by the following vote:

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

Nays – Hartley.

Absent – Grizzell.

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, the Jackson Police Department requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of: Crime Analyst and Police Technician that is tailored to the Jackson Police Department; and

WHEREAS, the creation of these classifications is necessary to analyzing crime data and statistics; and monitoring, interpreting and reporting criminal activity; and

WHEREAS, the tasks performed by the Crime Analyst will be to research methods and techniques to identify and analyze raw information for the purpose of substantiating criminal patterns and/or trends and predictive analysis and Police Technician will be monitoring video cameras to detect criminal or suspicious activity, identify real life threats, and relaying information to police officers; and

WHEREAS, inquires, for the classifications of Crime Analyst and Police Technician that are specific to Jackson Police Department, were submitted to the following Southeastern cities; New Orleans, Louisiana, Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the Crime Analyst was within the range of \$59,885.00-\$76,109.00 and Police Technician was within the range of \$35,673.00-\$41,299.00; and

WHEREAS, the best interest of the City of Jackson would be served by adding the following classifications to the current pay plan: Crime Analyst and Police Technician classifications at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the job classifications: Crime Analyst be added as a pay range 27 with annual compensation being between \$43,678.69-\$52,738.24 and Police Technician be added as a pay range 22 with annual compensation being between \$34,698.44-\$41,797.64; and

WHEREAS, the Jackson Police Department has informed the Department of Human Resources that they have the monies in their budget to cover the recommended positions that will be added to the compensation plan.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Crime Analyst classification as a pay range of 27 with annual compensation being between \$43,678.69-\$52,738.24 and to add the Police Technician classification as a pay range of 22 with annual compensation being between \$34,698.44-\$41,797.64 to be effective immediately.

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

President Foote recognized **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

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

President Foote requested that Agenda Item No. 23 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTION LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS.

WHEREAS, the City of Jackson, through the Russell C. Davis Planetarium, and Tangent Solutions, LLC will collaborate to administer a 3-week virtual Summer STEAM Camp and NASA Astro Camp to take place July 11-29, 2022, at Jackson State University's School of Science Technology and Engineering to participating students at no charge; and

WHEREAS, the City of Jackson has worked with Tangent Solutions, LLC to administer this groundbreaking and innovative Summer STEAM camp for the past 2 years; and

WHEREAS, the camp will serve students from 5th to 8th grade; and

WHEREAS, the virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and supports through exposure to the world through advanced technology, student-centered, standards-based activities; and peer mentoring support through modeling and in the following areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision of seeking to 1) help students realize and nurture STEAM career dreams of tomorrow and 2) develop life-changing goals through Next Generation science, math, engineering, and 21st Century Learning Skills; and

WHEREAS, Tangent Solutions, LLC, located at 42099 Lakeland Drive, Flowood, Mississippi 39232, proposes that the parties enter into a Memorandum of Understanding to provide perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at no cost provided Tangent Solutions, LLC is the contractual administrator of virtual online camps or programs services. Online platforms and programming include MARS Virtual STEAM programming located on Tangent Solutions, LLC's website. Tangent Solutions will photo-capture virtual visual elements of camp, photo document the in-person physical elements of the camp, exercises, and activities, work with any parents of virtual attendee students to capture images from home (with necessary permissions), and will work with the Cultural Services staff to set up times to be present to photograph and document camp activities, such building models or working with headsets on. Tangent Solutions, LLC will also provide PowerUp Airplanes 3.0 drone exploration models and on-site use of its own Oculus Quest 2 VR hardware, which will be tagged and separated from City of Jackson-owned hardware and for which the City of Jackson Planetarium will not be liable for any damages that might occur; and

WHEREAS, the City of Jackson shall provide use of existing City facilities to hold safe, in-person activities for any applicable elements of camp. The City of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico; and

WHEREAS, Tangent Solutions, LLC. will be providing said services at a cost not to exceed \$9,750.00; and

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

IT IS HEREBY ORDERED that the procurement of services from Tangent Solutions LLC is hereby ratified and the Mayor is authorized to execute a Memorandum of Understanding to support a 3-week virtual Summer STEAM Camp and NASA Astro Camp from July 11-29, 2022 and payment is authorized in an amount not to exceed Nine Thousand Seven Hundred and Fifty Dollars and No Cents (\$9,750.00).

Council Members Lindsay moved adoption; Vice President Lee seconded.

President Foote recognized Mike Williams, Human and Cultural Services Department, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO APPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the governing body of the City; and

WHEREAS, a vacancy exists in the position for Ward Five representative on the JRA Board; and

WHEREAS, the current unexpired term for a Ward Five (5) representative will expire on August 13, 2023; and

WHEREAS, Mr. Brian Washington of Ward Five, after evaluation of his qualifications, has been nominated by the Mayor to fill the remaining unexpired term of the vacant Ward Five position.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Brian Washington to serve as the Ward Five (5) representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said Term to expire on August 13, 2023.

Council Member Banks moved adoption; Vice President Lee seconded.

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

President Foote recognized Brian Washington, who gave his personal statement and answered questions posed to him by Council Members.

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

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

Nays – None.

Absent – Grizzell.

ORDER APPROVING CLAIMS NUMBER 27919 to 27984 APPEARING AT PAGES 1 TO 33 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$4,072,069.45 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27919 to 27984 appearing at pages 1 to 33, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$4,072,069.45 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,581,234.50
SEIZURE & FORF PROP-STATE	8,238.80
TECHNOLOGY FUND	72,937.44
PARKS & RECR. FUND	146,554.15
BUSINESS IMPROV FUND (LANDSCP)	35,885.08
LANDFILL SANITATION FUND	16,614.56
NCSC SENIOR AIDS	3,887.67
STATE TORT CLAIMS FUND	57,500.00
WATER/SEWER REVENUE FUND	15,665.83
WATER/SEWER OP & MAINT FUND	647,073.84
WATER/SEWER CAPITAL IMPR FUND	7,215.00
REPAIR & REPLACEMENT FUND	263,200.00
EMPLOYEES GROUP INSURANCE FUND	65,367.01
KELLOGG FOUNDATION PROJECT	9,699.00
EARLY CHILDHOOD (DAYCARE)	1,774.82
HOUSING COMM DEV ACT (CDBG) FD	38,145.56
EMERGENCY SHELTER GRANT (ESG)	22,604.39
HOME PROGRAM FUND	40.82
H O P W A GRANT – DEPT. OF HUD	77,140.91
TRANSPORTATION FUND	75,160.69
FONDREN BUSINESS IMPROV FUND	22,293.57
P E G ACCESS – PROGRAMMING FUND	2,259.71
2015 A/B G.O. REFUNDING	346,656.26
HUMAN AND CULTURE GRANTS	85,021.03
MHC BLIGHT ELIMINATION PROGRAM	9,725.00
DFA FIRE BOND SB2969	225,000.00
ZOOLOGICAL PARK	24,466.89
LIBRARY FUND	162,250.66
DFA-LAKE HICO AND NORTHGATE	2,820.00
DFA-SB2971-PETE BROWN GOLF	45,136.26
2016 WATER/SEWER REFUNDING B&I	500.00
TOTAL	<u>\$4,072,069.45</u>

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amended to add a payment to “Tangent Solution, LLC in the amount of \$9,750.00”.

President Foote recognized **Council Member Stokes** who moved, seconded by **Council Member Lindsay** to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. After a thorough discussion, **Council Member Stokes** and **Council Member Lindsay** withdrew their motion and second.

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who provided an overview of the claims docket.

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27919 TO 27984 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27919 to 27984 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$99,721.08 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		2,096,654.77
PARKS & RECR FUND		91,153.99
LANDFILL FUND		13,343.77
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		231,120.56
PAYROLL	99,721.08	
EARLY CHILDHOOD		19,593.83
HOUSING COMM DEV		11,836.93
TITLE III AGING PROGRAMS		4,650.51
TRANSPORTATION FUND		15,213.52
PEG ACCESS-PROGRAMMING FUND		4,983.94
HUMAN AND CULTURE GRANTS		14,400.00
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		26,913.85
AMERICAN RESCUE PLAN ACT 2021		59,965.30
TOTAL		\$2,600,541.97

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 36 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS.

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

WHEREAS, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends the City of Jackson execute an agreement with Crunchtime Concessions to book a 360-photo booth, which includes on-site maintenance, at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, Crunchtime Concessions will lease the 360-photo booth, which includes on-site maintenance at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Crunchtime Concessions that will contain the following provisions:

1. **SCOPE OF SERVICES:** The Contractor will provide the City of Jackson with a 360-photo booth, which includes on-site maintenance, at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **COMPENSATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$875.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and IF this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

9. NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

10. SECTION 17 – PUBLIC RECORDS ACT

11. This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-

12. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before the date of termination.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$875.00 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with Jeremy Harper d/b/a Crunchtime Concession to book a 360 photo booth Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival, and authorizing payment in an amount not to exceed Eight Hundred Seventy-Five Dollars and No Cents (\$875.00), to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson.

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

President Foote recognized **Chloe Dotson**, **Interim Director of Planning and Development**, who provided a brief overview of said item.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH FOR THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS TO CRUNCHTIME CONCESSIONS.

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Center on November 17 – 18, 2022, to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson.; and

WHEREAS, the Chief Administrative Office recommends the City of Jackson execute an agreement with Crunchtime Concessions to book a 360-photo booth and classic photo booth, which includes on-site maintenance, at the Jackson Convention Complex on Friday, November 18, 2022, during TECH JXN 2022 conference; and

WHEREAS, Crunchtime Concessions will lease the 360-photo booth and Classic photo booth, which includes on-site maintenance at the Jackson Convention Complex on Friday, November 18, 2022, during TECH JXN 2022; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Crunchtime Concessions that will contain the following provisions:

SCOPE OF SERVICES: The Contractor will provide the following described services to the city at the TECH JXN 2022 conference and Festival, Friday, November 18, 2022, at the Jackson Convention Complex to-wit: Crunchtime Concessions will be leasing the 360-photo booth and the Classic photo booth, which includes on-site maintenance.

CONTRACT TERM: The period of performance of services under this Contract shall be for one day, November 18, 2022.

COMPENSATION: As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1575.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

APPLICABLE LAW: The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

APPROVAL: It is understood that if this Agreement requires approval by the Governing Authority/City Council and IF this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of

funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be specified in the notice of termination.

EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

PUBLIC RECORDS ACT This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before the date of termination.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$1,575.00 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with Crunchtime Concessions to book a 360 photo booth and classic photo booth at the Jackson

Convention Center on Friday, November 18, 2022, during TECH JXN 2022 conference, and authorizing payment in an amount not to exceed One Thousand Five Hundred Seventy-Five Dollars and No Cents (\$1,575.00), which is to be paid out the W.K. Kellogg Foundation Grant.

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

President Foote recognized **Tangayika Hoover, Deputy Director of Planning and Economic Development**, who provided a brief overview of said item.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND SIXTY-EIGHT CENTS (\$988.68) TO WE MARQUEE, LLC.

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, the City of Jackson will host its 12th Annual Doing Business with the City (“DBWTC”) to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development projects; and

WHEREAS, DBWTC will occur on Thursday, December 8, 2022, at the Jackson Convention Complex; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Jackson Convention Center on Thursday, December 8, 2022, at 3:00 p.m. to be picked up by 9:00 p.m.; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

SECTION 1 - SCOPE OF THE AGREEMENT-The vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, November 17 - 18, 2022, where the City will rent certain items, defined as Marquee Lights, and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for the TECH JXN 2022 Conference and Festival, at the Jackson Convention Complex on November 17 - 18, 2022.

SECTION 2 - DETAILS OF EVENT INFORMATION-The Event Date, December 8, 2022, is set forth and mutually agreed upon between the Parties. The charge of labor (considered “Installation”) and pick up (considered “Retrieval”) is agreed upon between the Parties.

SECTION 3 – NOTICES- Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of the Event Date, and may be subject to additional fees, regarding the changes to this information.

SECTION 4 – INSTALLATION- We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, December 8, 2022, at 3:00 p.m.

SECTION 5 – RETRIEVAL- Retrieval will be Thursday, December 8, 2022, at 9:00 p.m.

SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC- All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of a special circumstance, at the discretion of We Marquee, LLC.

SECTION 7- PAYMENT- The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$988.68.

Item	Quantity	Price	Total
6ft Marquee Light Rental	5	\$85.00	\$425.00
Installation and Retrieval	1	\$99.00	\$99.00
Organic Balloon Garland	1	\$400.00	\$400.00
SUBTOTAL			\$924.00
TAX			\$64.68
TOTAL			\$988.68

SECTION 8 - CANCELLATION POLICY- If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

SECTION 9 - DAMAGE TO RENTAL ITEMS- From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC.

We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE- All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

SECTION 11 - LIMIT OF LIABILITY- If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES- This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 13 - NO AGENCY- The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 14 – PAYMENT- The City shall pay the Vendor within 30 days but no later than 45 days of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

SECTION 15 - RECORD KEEPING- The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

SECTION 16 - AVAILABILITY OF FUNDS- The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

SECTION 17 – PUBLIC RECORDS ACT- This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

REGULAR MEETINGS OF THE CITY COUNCIL

TUESDAY, OCTOBER 11, 2022 10:00 A.M.

25

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$988.68 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, December 8, 2022, at 3:00 pm and to be picked up on Thursday, December 8, 2022, at 9:00 pm and authorizing payment in an amount not to exceed Nine Hundred Eighty-Eight Dollars and Eight-Six Cents (\$764.00), which is to be paid out the W.K. Kellogg Foundation Grant.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 AND 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$764.00) TO WE MARQUEE, LLC.

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Center on November 17 – 18, 2022, to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson.; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Jackson Convention Center for TECH JXN 2022 on November 17 – 18, 2022; and

WHEREAS, the City of Jackson's Chief Administrative Officer recommends the City of Jackson execute an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, November 17, 2022, at 8:00 a.m. to be picked up on Friday, November 18, 2022, at 8:00 p.m. for TECH JXN 2022 Conference and Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

SECTION 1 - SCOPE OF THE AGREEMENT

The vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, November 17 -18, 2022, where the City will rent certain items, defined as Marquee Lights, and the Vendor will provide services,

such as the installation and retrieval of said Marquee Lights for the TECH JXN 2022 Conference and Festival, at the Jackson Convention Complex on November 17 - 18, 2022.

SECTION 2 -DETAILS OF EVENT INFORMATION

The Event Dates, November 17 - 18, 2022, is set forth and mutually agreed upon between the Parties. The charge of labor (considered "Installation") and pick up (considered "Retrieval") is agreed upon between the Parties.

SECTION 3 - NOTICES

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of the Event Date, and may be subject to additional fees, regarding the changes to this information.

SECTION 4 – INSTALLATION

We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, November 17, at 8:00 a.m.

SECTION 5 - RETRIEVAL

Retrieval will be Friday, November 18, at 8:00 p.m.

SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc....) for items of a special circumstance, at the discretion of We Marquee, LLC.

SECTION 7- PAYMENT

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$764.00.

Item	Quantity	Price	Total
6ft Marquee Light Rental (TECH JXN)	7	\$85.00	\$595.00
Color Bulbs (red)	7	\$10.00	\$70.00
Installation and Retrieval	1	\$99.00	\$99.00
SUBTOTAL			\$764.00
TAX			\$0
TOTAL			\$764.00

SECTION 8 - CANCELLATION POLICY

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given,

and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

SECTION 9 - DAMAGE TO RENTAL ITEMS

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

SECTION 11 -LIMIT OF LIABILITY

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 13 - NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees,

agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 14 - PAYMENT

The City shall pay the Vendor within 30 days but no later than 45 days of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

SECTION 15 - RECORD KEEPING

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

SECTION 16 - AVAILABILITY OF FUNDS

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

SECTION 17 - PUBLIC RECORDS ACT

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$764.00 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, November 17, 2022, at 8:00 a.m. and to be picked up on Friday, November 18, 2022, at 8:00 p.m. and authorizing payment in an amount not to exceed Seven Hundred Sixty Four Dollars and No Cents (\$764.00), which is to be paid out the W.K. Kellogg Foundation Grant.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIFTY-FIVE TWENTY TO PROVIDE SOCIAL MEDIA MARKETING AND GRAPHIC DESIGN SERVICES TO PROMOTE THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND ZERO CENTS (\$4,000.00) TO FIFTY-FIVE TWENTY, LLC.

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

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Complex on November 17 – 18, 2022, to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson; and

WHEREAS, the Chief Administrative Office recommends retaining Fifty-Five Twenty, LLC to provide social media marketing and graphic design services to promote the TECH JXN 2022 conference/festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Fifty-five Twenty that will contain the following provisions:

SECTION 1 - SCOPE OF THE AGREEMENT The City will receive certain marketing services, defined as follows: creating an Instagram page for TECH JXN (@TECHJXN), creating content for the TECH JXN page daily, sharing content on the TECH JXN page daily, building the audience of the TECH JXN page, engaging with followers, creating the general event flyer, creating up to 20 images to promote and marketing (social media) the event and activities relating to TECH JXN 2022, and being on-site for both days, if schedule allows (up to 2 hours each day for TECH JXN Conference, at the Jackson Convention Complex on November 17 - 18, 2022.

SECTION 2 – TERM OF THE AGREEMENT The Consultant and the City hereby agree to enter into this Agreement, effective upon its execution through November 30, 2022.

SECTION 3 - NOTICES Any proposed changes to this Agreement shall be communicated in writing between City and the Consultant as soon as available. Changes must be made in writing, between the City and Fifty-Five Twenty, within seven (7) business days of the Event Date, and may be subject to approval by the Jackson City Council.

SECTION 4 – COMPENSATION For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant in an amount not to exceed Four Thousand Dollars (\$4,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by this Agreement. Consultant will not receive any funds for services outside the Scope of Work.

SECTION 5 – INDEPENDENT CONSULTANT: The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

SECTION 6 – APPROVAL: It is understood that this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

SECTION 7 - AVAILABILITY OF FUNDS It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt o funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise

available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

SECTION 8- NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without prior written consent of the Office of the City Attorney.

SECTION 9 – NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

SECTION 10 – PUBLIC RECORDS ACT: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

SECTION 11 - REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SECTION 12 - SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

SECTION 13 – CONFIDENTIALITY AND TREATMENT OF INFORMATION: Consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

SECTION 14 – GOVERNANCE: This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

WHEREAS, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$4,000.00 and will be paid from the W.K. Kellogg Economic Pathways to Human Dignity grant project; and

WHEREAS, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

IT IS HERBY ORDERED that the Mayor is authorized to execute an agreement with Fifty-Five Twenty, LLC to provide social media marketing and graphic design services to promote the TECH JXN 2022 conference and festival on November 17 – 18, 2022, and authorizing payment in the amount of four thousand and zero cents (\$4,000.00) to Fifty-Five Twenty, LLC, which is to be paid out the W.K. Kellogg Foundation grant.

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

President Foote recognized **Tangayika Hoover, Deputy Director of Planning and Economic Development**, who provided a brief overview of said item.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

There came on for consideration Agenda Item No. 16:

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND DAIGLE LAW GROUP FOR THE REVIEWING AND REVISING OF THE JACKSON POLICE DEPARTMENT GENERAL ORDERS. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI FOR THE SUBMISSION AND ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00.

WHEREAS, the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program has allocated seventeen thousand three hundred thirty-five dollars (\$17,335.00) to Hinds County and two hundred fifty-one thousand three hundred two dollars (\$251,302) to the City of Jackson for a total of two hundred sixty-eight thousand six hundred thirty-seven dollars (\$251,637.00); and

WHEREAS, the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program requires no matching funds; and

WHEREAS, the United States Department of Justice classifies the City of Jackson as despaired county with Hinds County as a sub-recipient; and

WHEREAS, the City of Jackson will allocate an additional twelve thousand six hundred sixty-five dollars (\$12,665.00) to the Hinds County for the purchase of one (1) SUV; and

WHEREAS, the total allocated to Hinds County will be thirty thousand dollars (\$30,000.00) which include twelve thousand six hundred sixty-five dollars (\$12,665.00) from the city of Jackson and seventeen thousand three hundred thirty-five dollars (\$17,335.00) from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program; and

WHEREAS, the City of Jackson Police Department will use the remaining two hundred thirty-eight thousand six hundred thirty-seven dollars (\$237,637.00) to purchase two (2) Crime Scene vans, and four (4) Patrol SUVs with light and sirens.

IT IS, HEREBY, ORDERED that the Mayor is authorized to submit an application and execute an agreement for the acceptance of the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of two hundred fifty-one thousand three hundred two dollars (\$251,302.00).

IT IS FURTHERED, ORDERED that the Mayor is authorized to enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi in the amount of twelve thousand six hundred sixty-five dollars (\$12,665.00).

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant award.

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

President Foote recognized **Juan Gray, Grants Division for Jackson Police Department**, who provided a brief overview of said item.

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

Yeas -- Banks, Foote, Hartley, Lee, Lindsay and Stokes.

Nays -- None.

Absent -- Grizzell.

President Foote requested that Agenda Item No. 36 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSISSIPPI, TO EXECUTE A LETTER OF ENGAGEMENT WITH THE MAY LAW FIRM, PLLC, JACKSON, MISSISSIPPI, AND WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, ON BEHALF OF THE CITY, AS CO-BOND COUNSEL FOR THE CITY IN CONNECTION WITH ASSISTING THE CITY IN THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS OF THE CITY IN REGARD TO THE FONDREN HOSPITALITY PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the City of Jackson, Mississippi ("City") desires specialized legal expertise in the area of tax increment financing as set forth in Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, The May Law Firm, PLLC, Jackson, Mississippi, and Watkins & Eager PLLC, Jackson, Mississippi, as Co-Bond Counsel (the "Co-Bond Counsel"), have the expertise and ability to represent the City in connection with the issuance of tax increment financing revenue bonds of the City (the "Bonds") in regard to the City's Fondren Hospitality Project (the "Project") described in the Tax Increment Financing Plan for the Fondren Hospitality Project, April 2018, previously approved by order of the City (the "TIF Plan"); and

WHEREAS, Co-Bond Counsel have experienced attorneys in multiple areas of legal practice with an understanding of tax, public and private partnerships, and finance to provide the City with advice and counsel for the issuance of the Bonds for the Project; and

WHEREAS, Co-Bond Counsel are willing to perform work related to the Project, to include the following scope of engagement: to assist the City in reviewing the terms and conditions of the Bonds contemplated for the Project in the TIF Plan; and if advisable, to assist the City in issuing the Bonds for the Project; and

WHEREAS, Co-Bond Counsel will perform services for the City at a fee not to exceed 3% of the principal amount of the Bonds actually issued in connection with the Project.

IT IS, THEREFORE, ORDERED by the City Council of the City that the Mayor of the City is authorized to execute a letter of engagement, in substantially the form attached hereto as Attachment A, to retain Co-Bond Counsel, primarily to include Regina R. Quinn, Esq., and John R. May, Jr., of The May Law Firm, PLLC, and Brad C. Davis, Esq., of Watkins & Eager PLLC, as relationship partners, to provide legal services in the area of tax increment financing for the Project.

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

President Foote recognized **Brad Davis of Watkins & Eager, LLC**, and **John May of the May Law Firm**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

There came for consideration Agenda Item No. 18:

ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATION AND EXECUTE AN AGREEMENT FOR ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00 AND ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI IN THE AMOUNT OF \$30,000.00. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS.

WHEREAS, the City of Jackson was granted the opportunity to apply for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative which is administered by the Office of Justices; and

WHEREAS, the grant application for the BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative deadline was May 23, 2022, the City of Jackson Police Department submitted a grant application on June 6, 2022; and

WHEREAS, grant funds will be used as part of a partnership initiative between the City of Jackson Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosive (ATF) to utilize intelligence, technology, and community engagement to swiftly identify crime guns and their sources, and effectively prosecute perpetrators; and

WHEREAS, the grant will assist the City of Jackson Police Department with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offender accountable and reduce violent crime; and

WHEREAS, BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant requires no matching funds from the City of Jackson; and

WHEREAS, a limited amount of funds may be used for technology and equipment such as, but not limited to, test-fire equipment, NIBIN machines, analytic software, data collection software, and gunshot detection systems and for costs to implement the NIBIN Enforcement Support System (NESS); and

WHEREAS, the term of the agreement is to begin on October 1, 2022, with a duration period of thirty-six (36) months; and

WHEREAS, the City of Jackson Police Department is anticipating an award amount of seven hundred thousand dollars (\$700,000.00).

IT IS, HEREBY, ORDERED that the Mayor is authorized to ratify and execute an application for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Solicitation.

IT IS FURTHERED ORDERED that the Mayor be authorized to execute all documents necessary for the acceptance and administration of all awarded grant funds.

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

President Foote recognized **Juan Gray, Grants Division for Jackson Police Department**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS TO EXPORT DATA FROM THE GOVQA SYSTEM AND AUTHORIZE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS.

WHEREAS, on July 19, 2022, the Jackson City Council authorized the Mayor to cancel the Master Services Agreement with GovQA and provide a sixty (60) day written notice as stated within the GovQA Master Service Agreement; and

WHEREAS, the City of Jackson utilized GovQA to manage public records requests; and

WHEREAS, the Municipal Clerk provided a written notice of termination that included a request for the exportation of the City of Jackson's data that is in GovQA's possession; and

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute the Granicus Proposal for a one-time fee of \$2,500.00; and

WHEREAS, the term of the agreement will commence on the date the Proposal is signed and will continue for twelve months.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Proposal with Granicus to export data from the GovQA system in an amount not to exceed of Two Thousand Five Hundred Dollars (\$2,500.00).

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

President Foote recognized **Angela Harris, Municipal Clerk**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR PROVIDING PEST CONTROL SERVICES AT FIVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED AND TWENTY-FOUR DOLLARS.

WHEREAS, Section 21-17-5 of the Mississippi Code states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the following buildings are under the auspices of the Department of Human and Cultural Services and need pest control services: Jones Early Childhood Development Center, Westside Early Childhood Development Center, Johnnie Champion Senior Center, Sykes Park Community Center, and Smith Robertson Museum; and

WHEREAS, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens and patrons of the City of Jackson; and

WHEREAS, the total cost of providing pest control services at the facilities mentioned above under the Department of Human and Cultural Services is One Thousand Three Hundred and Twenty-Four Dollars and No Cents (\$1,324.00).

IT IS HEREBY ORDERED that the Mayor be authorized to ratify the payment to Integrated Pest Control Maintenance for providing pest control services at Jones Early Childhood Development Center, Westside Early Childhood Development Center, Johnnie Champion Senior Citizen Center, Sykes Park Community Center, and Smith Robertson Museum for the 2021-2022 Fiscal Year and authorizing payment in the amount of One Thousand Three Hundred and Twenty-Four Dollars and No Cents (1,324.00).

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

President Foote recognized **Dr. Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

There came for consideration Agenda Item No. 22:

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTION LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS. Said item was pulled by the Administration.

* * * * *

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC AND EXECUTE AN AGREEMENT WITH AXIM GEOSPATIAL, LLC TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH THE CITYWORKS (3-1-1) SOFTWARE UPGRADE.

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

WHEREAS, Section 21-17-5 of the Mississippi Code, as amended, authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that 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

WHEREAS, on October 12, 2021, the Jackson City Council authorized the Mayor to execute agreements with Azteca System, Inc. for the maintenance of the Cityworks software from September 8, 2021, through September 8, 2022; and

WHEREAS, the Cityworks software supports the City of Jackson's 311 Action Line for all non-emergency service requests; and

WHEREAS, in order for the City of Jackson to continue to provide an avenue for residents to submit a request for non-emergency services, the Administration Department recommends that the Mayor be authorized to execute an agreement with Axim Geospatial, LLC which will provide professional services to support the implementation of the Cityworks upgrade and the renewal of the Cityworks License and Maintenance Agreement with Azteca Systems, LLC; and

WHEREAS, Axim Geospatial, LLC, located at 100 QBE Way, Suite 1225, Sun Prairie, WI, 53590, proposes a GIS Support Block with a not to exceed price of \$67,500.00 and the rates for the professional services are as follows:

Labor Category	Staff	Senior	Consultant
Geospatial Developer	\$223.46	\$286.15	
Geospatial Project Manager	\$207.81	\$256.97	
Project Coordinator	\$124.63	\$145.52	
Solutions Architect	\$241.48	\$298.53	
Solutions Engineer	\$223.46	\$268.15	
Application Architect	\$268.15	\$298.53	
Enterprise Architect			\$270.38
Geospatial Analyst	\$150.19	\$179.53	
Management Consultant			\$281.19
Subject Matter Expert		\$305.91	\$319.04

WHEREAS, GIS Support Block provides a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial, LLC will provide professional services to assist the City of Jackson with Cityworks support; and

WHEREAS, all services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants; and

WHEREAS, the City of Jackson will be billed monthly for all travel expenses and labor costs based on hours worked. Supporting details will be provided in the monthly status report to detail hours, rates, and the deliverable(s) performed during the preceding month; and

WHEREAS, Axim Geospatial, LLC agrees that all work performed hereunder shall be performed on a best effort basis by Axim Geospatial staff having an appropriate experience and skill level, and in compliance with the scope of work; and

WHEREAS, the City of Jackson shall pay Axim Geospatial, LCC within forty-five (45) days after receipt of invoice or as per the terms indicated in the proposal. Axim Geospatial will bill Customer (MCA 31-7-305) monthly for all travel expenses and labor costs based on hours worked; and

WHEREAS, the City of Jackson shall provide thirty (30) days written notice to Axim Geospatial, LLC prior to canceling an order. The City of Jackson will compensate Axim Geospatial, LLC for all authorized services satisfactorily performed through the cancellation date under the payment terms set forth in section 6 of these Terms and Conditions; and

WHEREAS, Axim Geospatial, LLC warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim Geospatial employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services; and

WHEREAS, Axim Geospatial, LLC warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement; and

WHEREAS, neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities; and

WHEREAS, the contract with Axim Geospatial, LLC, is for professional services and is considered exempt from the competitive bidding requirements found in Mississippi Code Annotated Sections 31-7-1 *et seq*; and

WHEREAS, the Administration Department further recommends that the governing authorities for the City of Jackson renew the License and Maintenance agreement with Azteca Systems, LLC pursuant to Section 5.1 of the previous agreement; and

WHEREAS, Azteca Systems, LLC, located at 11075 S. State St., Suite 24, Sandy, UT 84070, proposes to the City of Jackson a one-year license and maintenance agreement for an amount not to exceed \$59,000.00 for the following products:

Product Name	Quantity	Net Unit Price
Server AMS Custom ELA	1.00	USD 59,0000.00
Service Request API License	1.00	USD 0.00
Equipment Checkout License	1.00	USD. 0.00
Cityworks Analytics License	1.00	USD 0.00
Storeroom License	1.00	USD 0.00
CCTV Interface for PACP License	1.00	USD 0.00
MicroPaver License	1.00	USD 0.00

WHEREAS, Section 5.1 provides that the License Agreement and its maintenance provisions may then be renewed annually by payment of the then-current maintenance fees for the next annual maintenance period; and

WHEREAS, the Administration Department further represents that the Cityworks software is a "single-source item" and is excepted from bidding requirements; however, upon approval by the Jackson City Council, the Administration Department is authorized to make said purchase as mandated by Section 31-7-13(m)(viii) of the Mississippi Code Annotated, as amended; and

WHEREAS, following the purchase, the Administration Department is required to file with the Department of Finance and Administration, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the source from whom it was purchased as mandated by Section 31-7-13(m)(viii) of the Mississippi Code Annotated, as amended.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Axim Geospatial, LLC to provide Cityworks software upgrade implementer services provided at a cost not to exceed \$67,500.00.

IT IS FURTHER ORDERED and hereby ratified that Mayor is authorized to execute a one-year agreement with Azteca Systems, Inc. to provide the Cityworks license and maintenance support at a cost not to exceed \$59,000.00 from September 8, 2022 to September 7, 2023.

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

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

Nays – None.

Absent – Grizzell.

ORDER AMENDING THE CONTRACTUAL START DATE OF THE ANTENNA SITE LICENSE AGREEMENT IN THE DECEMBER 22, 2020, ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON.

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

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

WHEREAS, Order authorizing the mayor to execute an agreement with Alltel corporation DBA Verizon Wireless to improve broadband coverage within the city of Jackson; and

WHEREAS, the Order previously approved by the Jackson City Council on December 22, 2020, authorized the Mayor to execute an Antenna Site License Agreement with Verizon Wireless with a commencement date of February 1, 2020; and

WHEREAS, due to the pandemic, the parties never executed the agreement and agreed to push the commencement date back due to budgeting reasons; and

WHEREAS, the Telecommunications Division recommends that the Mayor be authorized to execute the Antenna Site License Agreement that will begin on October 1, 2022, and shall continue for five (5) years, subject to the right of the succeeding governing authorities to void; and

WHEREAS, the best interest of the public would be served by authorizing Verizon to utilize a City's tower site to install equipment to improve broadband capabilities for citizens of Jackson and increase revenue for the City of Jackson; and

WHEREAS, executing a new agreement at (Fire Station 19) 5802 Ridgewood Road, Jackson Mississippi 39211 will result in Verizon Wireless remitting Two Thousand Dollars (\$2000.00) a month to the city in addition to a 3.5% annual escalator; and

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

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 geographic coordinates Latitude N 32° 23’ 6.7”, Longitude W 90° 8’ 27.75”, in the City of Jackson, in Hinds County, Mississippi (the “Premises”), also referring to as 5802 Ridgewood Road, Jackson, Mississippi 39211 and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

“Cabinet Pad” means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee’s exclusive use and installation of communications equipment which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee’s equipment. 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 or egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee’s Site Equipment.

“Manager” means the City of Jackson, Mississippi, 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, fiber or wiring and 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. Licensee 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 has granted and does hereby grant unto Licensee a nonexclusive license (the “License”) to use the Antenna site for the installation, operation and maintenance, at Licensee’s sole expense and risk, of Licensee’s Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee’s rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over and across the Premises from the nearest public right-of-way, Ridgewood Road, to the Antenna Site.

(b) This Agreement is limited to allowing Licensee to only install, maintain and operate on the Antenna site in the location or locations described in Exhibit A, the Site Equipment which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission (“FCC”) to provide.

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

- (d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the Licensor 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. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna site in a manner that interrupts or prevents to normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower, and without limiting the generality of the foregoing. Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.
- (e) Licensee may replace the Site Equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the Site Equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the Site Equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of the Site Equipment which results in an increase in Tower loading will require an increase in fees and amendment of the Agreement. The amount of fee increase will be negotiated by the parties.
- (f) Licensee shall have access to the Antenna Site twenty-four (24) hours per day, seven (7) days per week, and such access shall include, but shall not be limited to any and all roads, rights-of-way and easements (including for utilities) without the presence or assistance of the Licensor.
- (g) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term

- (a) The initial term of this Agreement shall commence on October 1, 2022 (the "Commencement Date") and shall continue for five (5) years. The Agreement will automatically renew for there (3) additional terms of five (5) years each (each a "Renewal Term"), unless the Licensee provides written notice of intent not to continue at least 30 days in advance of the expiration of the then current term.
- (b) Licensor acknowledges that Licensee's ability to use the Antenna Site is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Antenna Site as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Antenna Site for its intended use, the Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date, if any, shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, excluding the payment of monies that may be due up to the terminate date.

4. Payments.

(a) License Fees. 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 the monthly fee set forth as \$2,000.00 per month (the "Monthly License Fee") for the Site Equipment specified on Exhibit B, subject to the annual increase as described below. If the Commencement Date occurs on a date other than the first day of the 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 additional equipment subsequent to the initial installation phase, Licensee shall pay an additional Monthly License Fee in the amount of \$1.50 per antenna line per foot, per month subject to the annual Increase as described below. For example, based on Licensee's RAD center of 140' AGL, the rent increase would be computed as follows: $140' \times \$1.50/\text{per foot} = \$210.00/\text{month}$. Each time Licensee installs additional equipment, Licensee shall be entitled to install up to there (3) additional antennas, three (3) hybrid/ocas/cable line, plus ancillary communications, equipment, including but not limited to remote radio heads, surge suppression boxes, splitters, diplexers, amplifiers, and cable jumpers, or any combination of the foregoing at the same RAD center for the same increase in the Monthly License Fee. By way of example, if Licensee installs only six (6) antennas during the initial installation phase, Licensee may subsequently install three (3) additional antenna, three (3) remote radio heads, one (1) surge suppression box and one (1) hybrid cable and the total additional Monthly License Fee for all of the foregoing additional equipment will be \$1.50 per antenna line per foot, per month, or \$210.00/month. Similarly, if Licensee were only to install one (1) additional antenna after the initial installation phase, the one (1) additional antenna would be chargeable at the same rate of \$1.50 per antenna line per foot, per month, or \$210.00/month. Fees 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. The Monthly License Fee described herein shall be increased annually, effective as of each anniversary of the commencement Date, by an amount equal to 3.5 percent.

(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 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 (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; (c) do not increase Licensee's financial obligations under this Agreement; and (d) are substantially consistent with current wireless industry practices or FCC regulations, if applicable. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and 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. License covenants that its Site Equipment shall not see cause interference with equipment owned or operated by License or by third parties co-located on the Tower prior to this Agreement. If any measurable electrical, electromagnetic, radio frequency, or other interference shall result from the operation of any of the License's Site Equipment, License agrees to immediately take all steps necessary to eliminate the interference within twenty four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated, then power down

Licensee's equipment within such 24 hour period; provides, however, if any emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to then shut down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, losses, claims, or other liability due to negligence or misconduct of Licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the then current term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensor agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who collocate on or install additional of different equipment on the Premises after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in court of competent jurisdiction. 7. Default and Remedies.

- (a) It is a "Default" if (i) License fails to comply with a monetary requirement of this Agreement, such as payment of rent, and does not remedy the failure within 15 days after written notice from Licensor or (ii) either Party fails to comply with his Agreement and does not remedy the failure within 30 days after written notice by the other Part, or if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice. The cure periods set forth in this paragraph do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 6 of this Agreement.
- (b) In the event of a Default, without limiting the non- defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have been reason of such default, the non-defaulting Party may terminate this agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting Party upon invoice therefor. If License undertakes any such performance on Licensor's behalf and Licensor does not pay the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, Licensee may offset the full amount due against all fees due and owing to Licensor under this Agreement until the full amount is fully reimbursed to the Licensee.

8. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. 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. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, Licensor shall notify Licensee's Network Operations Center at 800-264-6620 and if Licensee is unable or unwilling to affect such repairs expediently, Licensor may affect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within thirty (30) days. Only tower service organizations approved by Licensor 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 Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents or 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 license or Licensor in its operation of the Premises. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

9. Utilities.

(a) 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 (singly) consumers 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) the sums charged Licensor by the applicable utility for such service as reflected by such 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 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 therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee 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, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Site Equipment in connection with any maintenance operation conducted for the Premises. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. 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. Licensor shall call Licensee's Network Operations Center at 800-264-6620 to give notice of any shut down of electric service or emergency situation.

(b) Licensee may install telephone, utilities and fiber to the Antenna Site in the location shown on Exhibit A or in a location approved by Licensor, such approval to not be unreasonably withheld, conditioned or delayed.

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, all applicable federal, state, and local laws, ordinance, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Administration, City and Fire Codes) and the rules and regulations of the Antenna Site.

11. Assignment and Sublicensing.

(a) License may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. Notwithstanding the foregoing, the Agreement may also be sold, assigned, or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market

defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

(b) Licensor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligation hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this Agreement shall remain binding on Licensor's assigns.

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 test related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representatives is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, for which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee 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 specifications of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans, which must in all events be in compliance with 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 to Licensee for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modifications, or maintenance work, Licensor's right of 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 contractors 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. Removal of Site Equipment at End of Term; Holdover

(a) Licensee shall, upon expiration of the term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property and restore the Antenna Site to its original condition, reasonable wear and tear expected. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Antenna Site after termination of this Agreement, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the approval of the building, antenna structure, fixtures and all personal property are completed.

(b) Licensee has no right to retain possession of the Antenna Site or any part thereof beyond the expiration of the removal period set forth in subparagraph (a) above, unless the Parties are negotiating a new agreement or agreement extension in good faith. In the event that the Parties are not in the process of negotiating a new agreement or agreement extension in good faith, Licensee holds over in violation of subparagraph (a) above and this subparagraph, then the rent then in effect payable from and after the time of expiration or earlier removal period set forth in subparagraph (a) above shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination. In such an event and Licensee does not remove

its Site Equipment within the aforementioned removal period, Licensor shall have the right to deem such equipment abandoned and such equipment shall have become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor see fits, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee request permission to maintain its Site Equipment on the Antenna Site after the termination of the Agreement, Licensor shall not unreasonably withhold its content thereto, provided Licensee continues to pay the Monthly License Fee then in effect.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensee consents to such abandonment, then said transmission Line shall become the sole property 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 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 totally or partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly License Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor and Licensee to be usable. In the event of such total or partial destruction a of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following the casualty, then Licensee may terminate this Agreement on fifteen (15) days' notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this Agreement 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 option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment, its relocation costs, and any other damages Licensee may incur as a result of any such condemnation (excluding the loss of licensee's interest in the communications facility).

17. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

18. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of commercial general liability insurance, issued by and binding upon some solvent insurance company rated at least A-: VII by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury and Property Damage \$2,000,000 per occurrence (including death to any person and property damage)

Worker's Compensation Statutory limits

Licensee agrees that (1) the commercial general liability policy shall include Licensor an additional insured as their interest may appear under this Agreement (2) upon a receipt of notice from its insurer(s) Licensee shall provide the Licensor with thirty (30) days prior written notice of cancellation of any required coverage, and (3) Licensor will be furnished a Certificate of Insurance of each policy upon the Commencement Date.

Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate

insurance coverage on all of Licensor's property in the amount of \$100,000,000 for damage arising out of any once occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of Licensor agrees to maintain said insurance in effect throughout the term of this Agreement, including all renewals hereof.

19. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to the Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by any action or omission 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. Likewise, Licensee, its agents, servants, employees, and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by an action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for and such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

20. Limitation of Licensor's Personal Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss Code Ann. Section 11-46-1, et seq.

21. Notice. Any notice, communication, request, reply or advise (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 (except where verbal notice is specifically authorized under this Agreement for particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postage paid and certified and addressed to the party to be notified with return receipt requested, (ii) if deposited with a national overnight receipted, delivery service with provides signed acknowledgements of receipts (includes 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, from and after the expiration of seven (7) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight services 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 notified. For purposes of notice the address of the parties shall, until changed as hereinafter provided, be as follows: The parties hereto and their respective heirs, successors, legal representatives 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. Environmental. Licensee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Licensee shall indemnify and hold harmless the Licensor from claims to the extent resulting from Licensee's violation of any applicable EH&S Laws or to the extent that Licensee caused a release of any regulated substance to the environment. To the extent permitted under applicable law, Licensor shall indemnify and hold harmless Licensee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from activities of Licensee. The Parties recognize that Licensee is only leasing a small portion of the Premises and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities. In the event that Licensee encounters any hazardous substances that do not result from its activities, Licensee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location.

23. Applicable Laws. During the Term, licensor shall maintain the Tower and Premises in compliance with all applicable laws. EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record,

permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, in respect to the condition of the Antenna Site and at Licensee's sole cost and expense, comply with (i) all Laws relating solely to Licensee's specific and unique nature of use of the Antenna Site; and (ii) all building codes requiring modifications to the Antenna Site due to the improvements being made by Licensee at the Premises.

24. Partial Invalidity. If any terms 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 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.

25. Non-Waiver. Failure of either party 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 such party 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 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.

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

27. 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 is permitted 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.

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

29. Law; Venue. This Agreement 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. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

30. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensors shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an Antenna Site License Agreement with Verizon Wireless 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 further approval of the Jackson City Council.

IT IS, THEREFORE, ORDERED the 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.

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

President Foote recognized **Dr. Muriel Reed, Interim Director of Information Technology**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at tower located at (Site #1) 3551 J.R. Lynch Street Extension, and

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at (Site #1) 3551 J.R. Lynch Extension:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Three Hundred Twenty-Two and 50/100th Dollars (\$322.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit B-2 attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property located at (Site #1) 3551 J.R. Lynch Extension Jackson, Hinds County, Mississippi, 39204.

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

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fee at tower located at 333 East Fortification Street, Site #3 (Fire Station #3); and

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at 333 East Fortification Street, Site #3 FS #3 Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Thirty-Four and 00/100th Dollars (\$234.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments; and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Second Amendment to Antenna Site License Agreement for the property located at 333 East Fortification Street, FS #3 Tower (Site #3), Jackson, Hinds County, Mississippi, 39202.

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

Council Member Stokes moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at the Police Training Center, located at 3000 ½ St. Charles Street and FS 21 Tower, located at 5383 Watkins Drive; and

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at the FS 21 Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Sixty-Two and 50/100th Dollars (\$262.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at the Police Training Center:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Forty-Six and No/100th Dollars (\$246.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment described in Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at FS 21 Tower, located at 5383 Watkins Drive Jackson, Hinds County, Mississippi, 39206.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property at the Police Training Center, located at 3000 ½ St. Charles Street, Jackson, Hinds County, Mississippi, 39209.

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

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING AN THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH ENVIRONMENTAL ANALYTICAL SERVICES, LLC TO CONDUCT ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES.

WHEREAS, the governing authorities for the City of Jackson have on occasions approved resolutions declaring certain parcels located in the City to be a menace to public health, safety and welfare; and

WHEREAS, the Department of Planning and Development through its Community Improvement Division takes samples from dilapidated structures upon certain parcels of real

REGULAR MEETINGS OF THE CITY COUNCIL

TUESDAY, OCTOBER 11, 2022 10:00 A.M.

51

property in the City of Jackson being declared a menace to public health, safety, and welfare pursuant to Section 21-19-11 of Mississippi Code of 1972; and

WHEREAS, said samples must be tested for asbestos prior to demolition for abatement purposes; and

WHEREAS, the Community Improvement Division is desirous of utilizing Environmental Analytical Services, LLC, a professional company that has the knowledge, skill and capability to perform said testing; and

WHEREAS, the Community Improvement Division is requesting authority to allow Environmental Analytical Services, LLC to conduct the asbestos testing on samples from dilapidated structures; and

WHEREAS, said services will be provided from October 1, 2022 through September 30, 2025 at a cost not to exceed \$15,000.00 per fiscal year.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the agreement and related documents with Environmental Analytical Services, LLC to provide professional asbestos testing services on samples from dilapidated structures upon certain parcels of real property in the City of Jackson from October 1, 2022 through September 30, 2025 at a cost not to exceed \$15,000.00 per fiscal year.

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

President Foote recognized **Chloe Dotson, Interim Director of Planning and Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AMENDING THE DECEMBER 31, 2021 AMENDED ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023.

WHEREAS, by Order entered on December 21, 2021, recorded in Minute Book 6U, Pages 293-294, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

WHEREAS, pursuant to the amended contract, Stewpot Community Services, Inc. agreed to provide Street Outreach Services to citizens in the City of Jackson who are homeless, at a program cost not to exceed \$77,800.00 for eligible expenses; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program be extended to September 30, 2023; and

WHEREAS, there is no additional funding required; and

WHEREAS, the contract extension will allow Stewpot Community Services, Inc. to continue to safely provide street outreach services to homeless in an effort to house clients who

MINUTE BOOK 6W

wants to be housed, and ensure they are included in the Homeless Management Information System (HMIS).

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the December 21, 2021 Amended Order from September 30, 2022 to September 30, 2023.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the amendment and related documents.

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

President Foote recognized **Valerie Tucker, Deputy Director of Housing and Community Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AMENDING THE DECEMBER 7, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON TO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023.

WHEREAS, by Order entered on December 7, 2021, recorded in Minute Book 6U, Pages 233-234, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to expend ESG CARES Act funds in an amount not to exceed twenty-seven thousand dollars (\$27,000.00) to provide hazard pay to staff employees operating the emergency shelter and for entering data and maintaining the Homeless Management Information System (HMIS) which allows Stewpot Community Services, Inc. to prepare, prevent, and respond to the Coronavirus in the City of Jackson's Metropolitan Statistical Area; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program be extended to September 30, 2023; and

WHEREAS, there is no additional funding required; and

WHEREAS, the contract extension will allow Stewpot Community Services, Inc. to continue to safely provide street outreach services to homeless in an effort to house clients who wants to be housed; and ensure they are included in the Homeless Management Information System (HMIS).

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the September 30, 2022 to December 31, 2023.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the amendment and related documents.

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

President Foote recognized **Valerie Tucker, Deputy Director of Housing and Community Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

President Foote requested that Agenda Item No. 42 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE GOVERNING AUTHORITY FOR THE CITY OF JACKSON, MISSISSIPPI RECOGNIZING AND AGREEING THAT THERE IS A NEED FOR MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VI TO EXERCISE ITS POWERS IN THE CITY OF JACKSON, MISSISSIPPI BY PROVIDING HOUSING FOR LOW TO MODERATE INCOME FAMILIES IN THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the city of Jackson, Mississippi (“the city”) is a municipality and county seat for Hinds County, Mississippi and the capital city for the State of Mississippi; and **WHEREAS**, the city is governed by a Mayor and seven member City Council who act as the city of Jackson, Mississippi; and

WHEREAS, the Jackson Housing Authority (“JHA”) is a municipal housing authority for the city of Jackson, Mississippi created in 1969 under the Housing Authorities Law of the State of Mississippi, MISS. CODE ANN. §§ 43-33-1, et seq., and a public housing authority (PHA) charged with the responsibility of providing housing to low to moderate income families in the city through programs for the United States Housing and Urban Development (“HUD”); and

WHEREAS, the JHA is governed by a five-member Board of Commissioners who act as JHA; and

WHEREAS, Mississippi Regional Housing Authority No. VI (“MRHA VI”) is a regional housing authority created prior to 1969 under the Housing Authorities Law for the State of Mississippi, MISS. CODE ANN. §§ 43-33-1, et seq., and the Supplemental Housing Authorities Law, MISS. CODE ANN. § 43-33-101, et seq., and a public housing authority (“PHA”) charged with the responsibility of providing housing to low to moderate income families in nine counties in the State of Mississippi, including Hinds County, Mississippi through programs for HUD; and

WHEREAS, MRHA VI is governed by a nine-member Board of Commissioners who act as Mississippi Regional Housing Authority No. VI; and

WHEREAS, MISS. CODE ANN. § 43-33-105 provides that a “regional housing authority shall not undertake any housing authority project or projects within the boundaries of any city unless a resolution shall have been adopted by the governing body of such city (and also by any housing authority which shall have been theretofore established and authorized to exercise its powers in such city) declaring that there is a need for the ... regional housing authority to exercise its powers within such city”; and

WHEREAS, there is a tremendous need for housing for low to moderate income families in the city; and

WHEREAS, there is a need for MRHA VI to exercise its powers by providing housing for low to moderate income families in the city; and

WHEREAS, the Board of Commissioners for MRHA VI desires, is willing, and has exercised its powers by providing housing for low to moderate income families in the city, and

WHEREAS, the Mayor and City Council for the city recognize and agree that there is a need for MRHA VI to exercise its powers by providing housing for low to moderate income families in the city.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Mayor and City Council for the city that there is a need for MRHA VI to exercise its powers by providing housing for low to moderate income families in the city of Jackson, Mississippi.

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

President Foote recognized **Catoria Martin, City Attorney**, who provided a brief overview of said item.

President Foote recognized **Dr. Hickman Johnson**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002) LPA/108070-701000.

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. to replace the Mill Street bridge over Town Creek; and

WHEREAS, during construction, an AT&T interstate fiber optic cable was discovered hanging beneath the bridge that was not previously identified in design; and

WHEREAS, the City and contractor mutually agree that additional pay items were necessary to change the means and method for construction without relocating the fiber optic cable, and the additional cost less a reduction in planned bridge pile lengths would result in an increased amount not to exceed \$196,975.00 with 20 additional working days added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Supplemental Agreement #1 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of Hemphill Construction Company, Inc. for the Mill Street Town Creek Bridge Project, Federal Aid Project Number STP-7261-00(002) LPA/ 108070-701000, increasing the contract by an amount not to exceed \$196,975.00 and increasing the contract time by 20 working days.

Vice President Lee moved adoption; Council Member Banks seconded.

President Foote recognized Robert Lee, Interim City Engineer, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – Grizzell.

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE HAWTHORN DRIVE BRIDGE REPLACEMENT.

WHEREAS, on February 12, 2021, the City of Jackson accepted the bid of Hemphill Construction Company, Inc, for the Hawthorn Drive Bridge Project; and

WHEREAS, Change Order No. 1/Final increases the contract amount by \$78,175.45 from \$528,353.40 to \$606,528.85 to account for revisions to the water line creek crossing; and

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

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

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$25,814.86 to Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Hemphill Construction Company, Inc, for the Hawthorn Drive Bridge Project and final payment in the amount of \$25,814.86 to Hemphill Construction Company Inc. is hereby authorized.

IT IS FURTHER ORDERED that all retainage held be paid to Hemphill Construction Company, Inc., that the one-year warranty commence effective on the date of substantial completion and that the Municipal Clerk is authorized to publish the Notice of Completion of the Hawthorn Drive Bridge Replacement Project.

Council Member Lindsay moved adoption; Council Member Banks seconded.

President Foote recognized Robert Lee, Interim City Engineer, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – Grizzell.

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE MEADOW ROAD BRIDGE REPLACEMENT.

WHEREAS, on September 20, 2021, the City of Jackson accepted the bid of Hemphill Construction Company, Inc. for the Meadow Road Bridge Project; and

WHEREAS, Change Order No. 1/Final increases the contract amount by \$133,776.01 from \$594,750.50 to \$728,526.51 to account for revisions to the water line creek crossing; and

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

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

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$149,065.28 to Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Hemphill Construction Company, Inc. for the Meadow Road Bridge Project and final payment in the amount of \$149,065.28 to Hemphill Construction Company Inc. is hereby authorized.

IT IS FURTHER ORDERED that all retainage held be paid to Simmons Erosion Control, that the one-year warranty commence effective on the date of substantial completion and that the Municipal Clerk is authorized to publish the Notice of Completion of the Meadow Road Bridge Replacement Project.

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

President Foote recognized **Robert Lee, Interim City Engineer**, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – Grizzell.

ORDER GRANTING A VARIANCE FROM THE CITY OF JACKSON SUBDIVISION ORDINANCE FOR WATER PIPE MATERIAL STANDARDS.

WHEREAS, VLP, LLC proposes to subdivide certain property to construct the Village at Livingston, a new subdivision within the City of Jackson; and

WHEREAS, the developer desires to use C-900 water pipe with a tracer wire in lieu of ductile iron water pipe specified in the Subdivision Ordinance due to delays in production of ductile iron water pipe; and

WHEREAS, the Director of the Public Works Department and the Director of the Planning Department have both reviewed the request for a variance by VLP, LLC and recommend that the variance be granted.

IT IS HEREBY ORDERED that VLP, LLC be granted a variance from the City of Jackson Subdivision Ordinance requirements to install ductile iron water pipe and instead be allowed to install C-900 water pipe or equivalent along with a tracer wire with said water pipe, tracer wire, and related work meeting construction specifications to be approved by the City Engineer.

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

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

Nays – None.

Absent – Grizzell.

ORDER AUTHORIZING PAYMENT TO CANDACE SEALS AS FULL AND COMPLETE SETTLEMENT OF CLAIM.

WHEREAS, Candace Seals was involved in an auto accident on May 19, 2022 with a city employee which resulted in personal injury and property damage.

IT IS HEREBY ORDERED that payment in the amount of \$10,106.21 be made to Candice Seals as full and complete settlement of her personal injury and property claim for damages due to a motor vehicle accident that occurred on May 19, 2022.

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

President Foote recognized **Catoria Martin**, City Attorney, who provided a brief overview of said item.

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

Yeas – Banks, Foote, Lee and Lindsay.

Nays – Hartley and Stokes.

Absent – Grizzell.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY.

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

WHEREAS, the renaissance of the Jackson State University football program under the leadership of President Thomas K. Hudson with the addition of new head football coach, Coach Prime, and the national and international renowned garnered by the continuously successful football program bringing positive attention to the University, HBCUs all over the United States, the City of Jackson and the State of Mississippi; and

WHEREAS, the City of Jackson being Mississippi's capital city must be made a priority in the state government; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express its common desire and full support for a new football stadium for Jackson State University in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED the City Council of Jackson, Mississippi hereby supports a new football stadium for Jackson State University.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – Grizzell.

There came for consideration Agenda Item No. 39:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE INTERSECTION OF PALMYRA STREET AND MONUMENT STREET. Said item was tabled at the request of Council Member Stokes.

There came for consideration Agenda Item No. 40:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS. Said item was tabled at the request of Council Member Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL.

WHEREAS, the Clerk of Council's Office desires to enter into a 48-month rental agreement for a copier; and

WHEREAS, Advantage Business Systems has agreed to provide a Konica Minolta Bizhub C650i Digital Color Copier/Printer System with auxiliary equipment through the State of Mississippi's Contract #8200062059 at a cost of \$333.00 per month plus a copy charge of \$0.0085 for all (black and white) and \$0.05 (color) per copy; and

WHEREAS, Advantage Business Systems Company is located at 5442 Executive Place, Jackson, MS 39206; and

WHEREAS, it is the recommendation of the Clerk of Council's Office that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement for an agreement with Advantage Business Systems, as well as copy and all related documents, to provide a 48-month rental of a Konica Minolta Bizhub C650i Digital Color Copier/Printer System with certain auxiliary equipment required to meet those special needs of the City Clerk's Office as related to the functions of said division, at a cost of \$333.00 per month, plus a copy charge of \$.0085 for all (black and white) and \$.05 (color) (based pm single sided, letter sized image) per copy to include: labor, parts, toner, finisher with hole punch.

IT IS FURTHER ORDERED, that payment for said copier rental be made from the General Fund.

Council Member Banks moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Grizzell.

President Foote recognized **Council Member Banks** who moved, seconded by **Council Member Stokes** to add an item to the agenda on an emergency basis, Discussion: Update on DHS and add to Agenda Item No. 51 Pending Litigation. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell.

There came on as an Emergency Agenda Item: Discussion: DHS-FEMA: Hearing no objections, the Clerk read the following:

DISCUSSION: DHS-FEMA: **President Foote** recognized **Mr. Harold Lathan** who expressed the need for federal assistance to fund the water control system. Mr. Lathan suggested that the City send a letter asking for financial aid and assistance for 1) Housing; 2) Infrastructure; 3) Natural and Cultural Resources; 4) Economy; 5) Health and Community Planning and Economic.

President Foote stated that Agenda Items No. 41, 46 and 51 needed to be discussed in Executive Session regarding "Pending Litigation and Personnel Matters".

Council Member Hartley moved, seconded by **Council Member Stokes** to go into Closed Session to discuss Agenda Items No. 41, 46 and 51. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell.

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding "Pending Litigation and Personnel Matters", relative to Agenda Items No. 41, 46 and 51.

During Closed Session, **Council Member Banks** moved, seconded by **Council Member Stokes** to go into Executive Session to discuss pending litigation and personnel matters. The motion prevailed by the following vote:

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

Nays – None.

Absent – Grizzell.

ADJOURNMENT

Note: Council Member Grizzell joined the meeting via teleconference.

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

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

Nays – None.

Absent – Lee.

Note: Vice President Lee left the meeting during the discussion.

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

During Executive Session, the Council took action on Agenda Item No. 46 and 41:

ORDER TERMINATING _____ AS DEPUTY CLERK OF COUNCIL

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

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

WHEREAS, on or before July 20, 2021, the Jackson City Council previously appointed to fill the position of Deputy Clerk of the Council; and

WHEREAS, the Deputy Clerk of Council position is at-will employment serving at the will and pleasure of the Jackson City Council; and

WHEREAS, the governing authorities for the City of Jackson have determined that _____ is not a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that _____ shall be terminated effective October 11, 2022.

IT IS HEREBY FURTHER ORDERED that all compensation and applicable fringe benefits paid to _____ shall be terminated.

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

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

Nays – None.

Absent – None.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY COUNCIL.

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

WHEREAS, the Request for Proposal (RFP) process for a garbage contract for the City of Jackson was unilaterally and abruptly ended by the Mayor before the Jackson City Council was able to vote on all of the bids offered in the RFP; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council complete the Request for Proposals process as bid and that the Jackson City Council be given the opportunity to vote on all of the proposals and allow an opportunity for an affirmative vote to be taken by the Jackson City Council in order to obtain a garbage contract in accordance with all rules, regulations, and laws applicable to the RFP process.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby votes in favor of authorizing the Mayor to continue and complete the Request for Proposal process to allow an opportunity for a garbage contract approved by the affirmative vote of the Jackson City Council.

SO ORDERED, this the 11th day of October, 2022.

Council Member Stokes moved adoption; Council Member Banks seconded.

President Foote recognized Council Member Banks who moved, seconded by Council Member Stokes to fold in "ORDER AMENDING ORDER DETERMINING OPTIONS FOR A SOLID WASTE COLLECTION SERVICES AGREEMENT". The motion prevailed by the following vote:

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

President Foote recognized Council Member Banks who moved, seconded by Council Member Stokes to amend said order in the last Whereas, striking option 4 and add the following after the last Whereas, "WHEREAS, because of the immediate public health, safety, and welfare concerns of the citizens of the City of Jackson, the Mayor of Jackson shall commence and initiate with all good due and deliberate speed the negotiations with Vendor 3 7kQYWhdiHj. If said good faith negotiations are not commenced in deliberate speed (within twenty (20) days of this Order being promulgated by Clerk of Council) with Vendor 3 7kQYWhdiHj, the City Council of Jackson shall have its Independent Special Counsel commence seeking other relief to enforce this Order, including where appropriate and necessary, judicial relief. Independent Special Counsel shall report back to the City Council as necessary. Independent Special Counsel are retained by the City Council of Jackson, Mississippi, at their current rate of pay; and WHEREAS, "We believe the real issue is whether the council has the authority to enter into a contract on behalf of the municipality. Section 21-17-1(4) of the Mississippi Code authorizes a municipality "to make all contracts and do all other acts in relation to the property and affairs of the municipality necessary to the exercise of its governmental, corporate and administrative powers..." The provisions of Section 21-17-1 apply to all municipalities and must be exercised by the "governing authorities" of that municipality. We have consistently opined that, in a Mayor-Council municipality, the term "governing authorities" means the mayor and the council. MS AG Op., Carroll (July 14, 2003); MS AG Op., Bucklew (March 7, 1990). In the Carroll opinion, we provided that the roles of the council and the mayor, as contemplated in the term "governing authority", are such that "matters must be considered and approved by the City Council with the Mayor having the ability to veto any such decision." Section 21-8-9 provides that the legislative power of the municipality is exercised by the council and Section 21-8-15 provides that the executive power of the municipality is exercised by the mayor. Pursuant to Section 21-8-17, the mayor is charged with enforcing the charter and ordinances of the municipality. Section 21-8-47 defines the term "ordinance" to include ordinances, resolutions, orders and any other official actions of the council..." Thus, to the extent that the council has adopted an ordinance, resolution or order providing that the municipality will enter into a contract for a specific purpose, the mayor must take the appropriate action to comply with such action, as provided in Section 21-8-47. Of course, the mayor may veto the action, which, in turn, may be overridden by the council, pursuant to Section 21-8-17. With respect to the issue of execution of the contract, the action may provide that, in the absence of the signature of the mayor, the execution could be performed by the council itself or designated member(s) thereof on behalf of the municipality, once the contract has been properly approved by the governing authority." 2007 WL 4192044 (Miss. A.G.); and WHEREAS, there has been constant litigation in Hinds County Circuit Court, Hinds County Chancery Court, the Federal District Court, the Southern District, Jackson Division of Mississippi, and at the Mississippi Supreme Court by the Mayor of Jackson, Mississippi against the City Council of Jackson, Mississippi and the City Council of Jackson, Mississippi has not lost to date. The motion prevailed by the following vote:

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

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

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY COUNCIL. ORDER AMENDING ORDER DETERMINING OPTIONS FOR A SOLID WASTE COLLECTION SERVICES AGREEMENT.

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

WHEREAS, the Request for Proposal (RFP) process for a garbage contract for the City of Jackson was unilaterally and abruptly ended by the Mayor before the Jackson City Council was able to vote on all of the bids offered in the RFP; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council complete the Request for Proposals process as bid and that the Jackson City Council be given the opportunity to vote on all of the proposals and allow an opportunity for an affirmative vote to be taken by the Jackson City Council in order to obtain a garbage contract in accordance with all rules, regulations, and laws applicable to the RFP process; and

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

WHEREAS, the City entered into an emergency solid waste collection services agreement effective October 1, 2021 for a term of six months; and

WHEREAS, on October 21, 2021 the City issued a new solicitation for 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, Inc.; 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 remaining thirty-five percent (35%) of the total score is based on the Fee Proposals which were judged objectively based on the lowest proposal for each of the service options receiving the entire thirty-five (35) points and each of the other proposals receiving a proportionally lesser number of points based on a mathematical formula; and

WHEREAS, Article I, Section 2 of the Mississippi Constitution of 1890, prohibits one branch of government from exercising a power belonging to another branch of government and pursuant to Miss. Code Ann. §§ 21-8-9 and 21-8-15, the legislative power of the municipality shall be exercised by the municipal council, and the executive power of the municipality shall be exercised by the mayor; and

WHEREAS, the Office of the Mississippi Attorney General previously opined 2012 WL 679170 (Miss. A.G.), any participation by council members in contract negotiations being

conducted by the mayor and employees under the mayor's supervision would be within the sole discretion of the mayor; 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, in his discretion, is recommending to the City Council that it review the same information, the results of the Evaluation Committee, scores and rankings for each service option, along with the pricing provided by the vendors, blind, and determine the preferred service option and the corresponding most advantageous vendor; and

WHEREAS, the scores, rankings, and pricing for each service option are as follows:

	<u>1: rhN7Y2q23L</u>	<u>2: Krfw8V4SKx</u>	<u>3: 7kQYWhdiHj</u>
Total Score Before Price:	56.66666667	47.83333333	57.66666667
1x Per Week No Cart	31.44	35	27.18
TOTAL SCORE	88.10666667	82.83333333	84.84666667
PRICE	\$651,180.83	\$585,000.00	\$753,300.00
2x Per Week No Cart	24.14	35	26.62
TOTAL SCORE	80.80666667	82.83333333	84.28666667
PRICE	\$945,856.25	\$652,500.00	\$858,060.00
1x Per Week + Cart	30.53	35	28.81
TOTAL SCORE	87.19666667	82.83333333	86.47666667
PRICE	\$786,655.85	\$686,250.00	\$833,760.00
2x Per Week + Cart	23.55	35	23.69
TOTAL SCORE	80.21666667	82.83333333	81.35666667
PRICE	\$1,123,342.09	\$756,000.00	\$1,116,720.00

WHEREAS, the City Council has reviewed the information provided and recommends that the Mayor negotiate with the most advantageous proposal received for the following service option, having found the same to be the lowest and best bid for solid waste collections service which occurs twice per week, without requiring a cart:

- 1) ~~once per week collection without a cart: Vendor 1 rhN7Y2q23L \$651,180.83~~
- 2) twice per week collection without a cart: **Vendor 3 7kQYWhdiHj \$858,060.00**
- 3) ~~once per week collection with a 96-gallon cart: Vendor 1 rhN7Y2q23L \$786,655.85~~
- 4) ~~twice per week collection with a 96-gallon cart: Vendor 2 Krfw8V4SKx \$756,000~~

WHEREAS, because of the immediate public health, safety, and welfare concerns of the citizens of the City of Jackson, the Mayor of Jackson shall commence and initiate with all good due and deliberate speed the negotiations with **Vendor 3 7kQYWhdiHj**. If said good faith negotiations are not commenced in deliberate speed (within twenty (20) days of this Order being promulgated by Clerk of Council) with **Vendor 3 7kQYWhdiHj**, the City Council of Jackson shall have its Independent Special Counsel commence seeking other relief to enforce this Order, including where appropriate and necessary, judicial relief. Independent Special Counsel shall report back to the City Council as necessary. Independent Special Counsel are retained by the City Council of Jackson, Mississippi, at their current rate of pay; and

WHEREAS, "We believe the real issue is whether the council has the authority to enter into a contract on behalf of the municipality. Section 21-17-1(4) of the Mississippi Code authorizes a municipality "to make all contracts and do all other acts in relation to the property and affairs of the municipality necessary to the exercise of its governmental, corporate and administrative powers..." The provisions of Section 21-17-1 apply to all municipalities and must be exercised by the "governing authorities" of that municipality. We have consistently opined that, in a Mayor-Council municipality, the term "governing authorities" means the mayor and the council. MS AG Op., Carroll (July 14, 2003); MS AG Op., Bucklew (March 7, 1990). In the Carroll opinion, we provided that the roles of the council and the mayor, as contemplated in the term "governing authority", are such that "matters must be considered and approved by the City Council with the Mayor having the ability to veto any such decision." Section 21-8-9 provides that the legislative power of the municipality is exercised by the council and Section 21-8-15 provides that the

executive power of the municipality is exercised by the mayor. Pursuant to Section 21-8-17, the mayor is charged with enforcing the charter and ordinances of the municipality. Section 21-8-47 defines the term "ordinance" to include ordinances, resolutions, orders and any other official actions of the council..." Thus, to the extent that the council has adopted an ordinance, resolution or order providing that the municipality will enter into a contract for a specific purpose, the mayor must take the appropriate action to comply with such action, as provided in Section 21-8-47. Of course, the mayor may veto the action, which, in turn, may be overridden by the council, pursuant to Section 21-8-17. With respect to the issue of execution of the contract, the action may provide that, in the absence of the signature of the mayor, the execution could be performed by the council itself or designated member(s) thereof on behalf of the municipality, once the contract has been properly approved by the governing authority." 2007 WL 4192044 (Miss. A.G.); and

WHEREAS, there has been constant litigation in Hinds County Circuit Court, Hinds County Chancery Court, the Federal District Court, the Southern District, Jackson Division of Mississippi, and at the Mississippi Supreme Court by the Mayor of Jackson, Mississippi against the City Council of Jackson, Mississippi and the City Council of Jackson, Mississippi has not lost to date.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby votes in favor of authorizing the Mayor to continue and complete the Request for Proposal process to allow an opportunity for a garbage contract approved by the affirmative vote of the Jackson City Council.

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

Nays – Grizzell.

Absent – Lee.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning City Council Meeting at 2:30 p.m. on October 17, 2022. At 1:08 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature] 10/25/2022
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
