

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 25, 2022 10:00 A.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on October 25, 2022, being the fourth 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; Brian Grizzell, Ward 4 (via teleconference); Vernon Hartley, Ward 5 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: Kenneth Stokes, Ward 3 and Aaron Banks, Ward 6.

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

The invocation was offered by **Rev. Dr. Jamie L. Capers of Lynch Street CME Church**.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCELS 190-53 AND 190-54 LOCATED AT 220 W PASCAGOULA AND 226 PASCAGOULA ST - \$47,755.00. CASE #CE-21-222 AND CE-21-224.

WHEREAS, the City of Jackson owns the properties located at 220 W Pascagoula St. and 226 W Pascagoula St.; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors to perform professional services to remedy the conditions on parcels 190-53 and 190-54 located at 220 W Pascagoula St. and 226 W Pascagoula St.; and

WHEREAS, based on stated requirements, Love Trucking Co., Inc., has submitted the best bid to perform professional services for the sum of \$47,755.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 6341 Ashley Drive Jackson, MS 39213; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Love Trucking Co. that contains the following substantive provisions:

SECTION 1 – LABOR AND MATERIALS

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$47,755.00.

SECTION 2 – NOTICE TO PROCEED

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP". The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice to Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed.

SECTION 3 – SPECIFICATIONS, CODES, AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 – INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

1. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
2. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
3. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover the use of automobiles, trucks and/or vehicles on and off the project sites.

1. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
2. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any

work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City’s inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - d. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, (“HUD”) and the Mississippi Department of Health, (“MDH”.)
 - e. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
 - f. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If the vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor’s asbestos abatement qualifications must be provided.

SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the “Request for Quotes.” The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from the site.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi
Chokwe A. Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

LOVE TRUCKING CO., INC
Dennis Love
6341 Ashley Drive
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effective by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - 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 14 – INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) day notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – 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 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
1. To any preference, priority or allocation order duly issued by the City.
 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers'

representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 21 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 22 – PAYMENT

1. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
2. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or enduring to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc., to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds, for Cases CE-21-222 and CE-21-224 located at 220 West Pascagoula Street and 226 West Pascagoula Street, Parcels 190-53 and 190-54, for an amount not to exceed \$47,755.00.

Exhibit A

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #190-44 bearing the physical address of 215 W. Pearl St. for Case #2020-1431:

Demolish and remove remains of dilapidated structure leaving slab in place; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; and cut grass and weeds.

Exhibit B

EXHIBIT B



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017*

NOTICE TO PROCEED

Date: November 21, 2022
Case No: CE-21-222 & CE-21-224

CONTRACTOR:	DENNIS LOVE LOVE TRUCKING COMPANY, INC. 761 WOODLAKE DRIVE JACKSON MS 39206
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LOCATION: 220 W. PASCAGOULA ST. & 224 W. PASCAGOULA ST.
MAP / PARCEL: 190-53 & 190-54

SCOPE OF WORK: Demolish and remove remains of dilapidated structure excluding slab; remove trash, debris, and any other items to ensure the property is clear and free of any and all health and safety hazards. Cut grass and weeds.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

GAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: _____ **\$47,755.00**

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

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

Nays – None.

Absent – Stokes.

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

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

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

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

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

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

**APPROVAL OF THE SEPTEMBER 16, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE SEPTEMBER 27, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE SEPTEMBER 28, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE OCTOBER 6, 2022 SPECIAL COUNCIL MEETING
MINUTES**

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

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

APPROVAL OF THE OCTOBER 11, 2022 REGULAR COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

Note: Council Member Banks joined the meeting.

ORDER APPROVING CLAIMS NUMBER 27985 to 28040 APPEARING AT PAGES 34 TO 62 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$8,621,673.18 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27985 to 28040 appearing at pages 34 to 62, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$8,621,673.18 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	1,054,418.47
SEIZURE & FORF PROP-STATE	49,704.14
TECHNOLOGY FUND	329,458.69
PARKS & RECR. FUND	71,318.71
LANDFILL SANITATION FUND	173,082.01
FIRE PROTECTION	36,606.00
STATE TORT CLAIMS FUND	7,112.86
WATER/SEWER REVENUE FUND	3,899.33
WATER/SEWER OP & MAINT FUND	496,195.66
WATER- CAPITAL IMPROVE	911,745.00
DISABILITY RELIEF FUND	372,882.59
EMPLOYEES GROUP INSURANCE FUND	233,694.67
KELLOGG FOUNDATION PROJECT	5,516.68
EARLY CHILDHOOD (DAYCARE)	18,546.93
HOUSING COMM DEV ACT (CDBG) FD	3,475.00
UNEMPLOYMENT COMPENSATION REVO	4,428.73
INFRASTRUCTURE BOND 2020 \$32M	1,676,570.01
1% INFRASTRUCTURE TAX	279,346.97
TRANSPORTATION FUND	39,989.74
JXN CONVENTION & VISITORS BUR	274,763.51
RESURFACING – REPAIR & REPL.FD	30,885.82
WATER SEWER B & I FD 2013 \$89.9M	5,750.00
2012 WATER/SEWER FUNDING B & I	3,000.00
P E G ACCESS – PROGRAMMING FUND	7,321.96
2015 A/B G.O. REFUNDING	750.00
MODERNIZATION TAX	77,969.73
ZOOLOGICAL PARK	5,745.51

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 25, 2022 10:00 A.M.**

LIBRARY FUND	9,453.50
MDOT-CMPDD PROJECTS	838,040.96
TOTAL	\$8,621,673.18

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to add payments to Wagoner Engineering, Inc. in the amount of \$1,285,000.66, Hemphill Construction Inc. in the amount of \$367,904.09, and Hemphill Construction in the amount of \$143,005.18, for a total amount of \$10,135,433.11.

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

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the larger claims.

Thereafter, Vice President Lee, called for a vote of said item as amended:

ORDER APPROVING CLAIMS NUMBER 27985 to 28040 APPEARING AT PAGES 34 TO 62 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$10,135,433.11 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27985 to 28040 appearing at pages 34 to 62, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$10,135,433.11 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	1,054,418.47
SEIZURE & FORF PROP-STATE	49,704.14
TECHNOLOGY FUND	329,458.69
PARKS & RECR. FUND	71,318.71
LANDFILL SANITATION FUND	1,773,082.01
FIRE PROTECTION	36,606.00
STATE TORT CLAIMS FUND	7,112.86
WATER/SEWER REVENUE FUND	3,899.33
WATER/SEWER OP & MAINT FUND	1,499,046.32
WATER- CAPITAL IMPROVE	911,745.00
DISABILITY RELIEF FUND	372,882.59
EMPLOYEES GROUP INSURANCE FUND	233,694.67
KELLOGG FOUNDATION PROJECT	5,516.68
EARLY CHILDHOOD (DAYCARE)	18,546.93
HOUSING COMM DEV ACT (CDBG) FD	3,475.00

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 25, 2022 10:00 A.M.**

UNEMPLOYMENT COMPENSATION REVO	4,428.73
INFRASTRUCTURE BOND 2020 \$32M	2,044,474.10
1% INFRASTRUCTURE TAX	279,346.97
TRANSPORTATION FUND	39,989.74
JXN CONVENTION & VISITORS BUR	274,763.51
RESURFACING – REPAIR & REPL.FD	68,770.61
WATER SEWER B & I FD 2013 \$89.9M	5,750.00
2012 WATER/SEWER FUNDING B & I	3,000.00
P E G ACCESS – PROGRAMMING FUND	7,321.96
PUBLIC WORKS ENGINEER	50,501.00
2015 A/B G.O. REFUNDING	750.00
PUBLIC WORK-ENGINEER	54,619.39
MODERNIZATION TAX	77,969.73
ZOOLOGICAL PARK	5,745.51
LIBRARY FUND	9,453.50
MDOT-CMPDD PROJECTS	838,040.96
TOTAL	\$10,135,433.11

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 27985 TO 28040 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 27985 to 28040 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$101,693.95 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		2,241,536.91
PARKS & RECR FUND		99,399.29
LANDFILL FUND		16,287.18
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		240,095.77
PAYROLL	101,693.95	
EARLY CHILDHOOD		1,465.87
HOUSING COMM DEV		11,905.57
TITLE III AGING PROGRAMS		5,627.38
TRANSPORTATION FUND		15,434.09
PEG ACCESS-PROGRAMMING FUND		4,982.99
HUMAN AND CULTURE GRANTS		666.67
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		27,189.19
AMERICAN RESCUE PLAN ACT 2021		57,840.85
TOTAL		\$2,733,142.76

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48- MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON C5860I COPIER TO BE USED BY THE, PURCHASING, BUDGET, AND TREASURY DIVISON AND THE DEPARTMENT OF ADMINISTRATION.

WHEREAS, the Department of Administration and the Purchasing, Budget, and Treasury Divisions desire to enter into a 48- month rental agreement for a Canon C5860i with a staple finisher, buffer pass unit, 2/3-hole puncher, cassette feeding unit, and super G3 fax board; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and the Fleet Management has entered into a contract for the State of Mississippi with Canon USA, INC. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200062043; and

WHEREAS, the State entered into State Contract No. 8200062043 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase for this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, RJ Young, Inc., located at 2030 NW Progress Parkway, Jackson, Mississippi, 39213, is an authorized dealer/distributor for Canon USA, INC. and has proposed a 48-month rental agreement with the City of Jackson at a price not to exceed \$320.00 a month that will commence on November 11, 2022, and shall terminate on October 31, 2026; and

WHEREAS, RJ Young, Inc. will provide a Canon C5860i, staple finisher, buffer pass unit, 2/3-hole puncher unit, cassette feeding unit, super G3 fax board with black/white clicks will be charged at \$.006 per click, all color clicks will be charged at \$.045 per click and service includes parts, labor, drums, developer, and toner.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Rental Agreement and necessary documents with RJ Young to provide a 48-month rental of a Canon C5860i copier, including a staple finisher, buffer pass unit, 2/3 hole puncher unit, cassette feeding unit, super G3 fax board plus a copy charge of (black & white) pages, \$.006 per click per (color) at \$0.045 per click, and maintenance program inclusive parts, labor, drums, developer, toner, and supplies at a cost not to exceed \$320.00 per month.

IT IS FURTHER ORDERED that payment for said copier rental shall be made from the general funds.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration, Agenda Item No. 14:

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHARON THAMES AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI. Said item would be pulled by the Administration.

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MURIEL REID AS DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on October 25, 2022, the Mayor appointed Muriel Reid as Director of the Department of Information Technology for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Muriel Reid as Director of the Department of Information Technology for the City of Jackson, Mississippi, is hereby confirmed.

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

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

President Foote recognized **Muriel Reid**, who gave her personal statement and answered questions posed to her by Council Members.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENTS TO MODIFY LICENSEE'S EQUIPMENT AS SET FORTH HEREIN 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 that 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 Celle° Partnership cl/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers located at W. Northside Drive (Site#4 /Fire Station #7), Lake Rico (Site #13), Lerida Court (Site #24), Riverside Drive (Site#2), Beasley Road (Site#25), Outer Circle Drive (Site #26); 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 West Northside Drive (Site #4/Fire Station #7) Tower:

- a) Commencing on the first (1') day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Forty7One and 50/100th Dollars (\$241.50). 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 as described in Exhibit B-3 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Lerida Court (Site #24) Tower:

- a) Commencing on the first (1') day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Nineteen and No/ 100t Dollars (\$219.00). 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 as described in Exhibit D-2 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Lake Hico (Site #13) Tower:

- a) Commencing on the first (1") day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by One Hundred Eighty-Seven and 50/100th Dollars (\$187.50). 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 as described in Exhibit B-1 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Outer Circle Drive (Site #26) Kirks Gym Tower:

- a) Commencing on the first (1") day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by One Hundred Ninety-Five and No/100th Dollars (\$195.00). 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 as described in Exhibit D-2 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Beasley Road (Site #25) Tower:

- a) Commencing on the first (Pt) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Twenty-Three and 50/100th Dollars (\$223.50). 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 as described in Exhibit B-3 attached hereto and incorporated herein by reference.

WHEREAS, Verizon has proposed the following provisions for the tower located at the Riverside Drive (Site #2) Tower:

- a) Commencing on the first (Is') day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two

Hundred Seventy-Seven and 50/100th Dollars (\$277.50). 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 as described in Exhibit D-3 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 Site #4 /FS 7 Tower, located at 104 W. Northside Drive, Jackson, Hinds County, Mississippi, 39206.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at Lake Hico/ Site #13 Tower, located at 1921 W. Northside Drive, Jackson, Hinds County, Mississippi, 39213.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at Lerida Court/ (Site #24) Tower, located at 810 Lerida Court Jackson, Hinds County, Mississippi, 39213.

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 Site #2/ Riverside Drive Jackson, Hinds County, Mississippi, 39202.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at Site #25/Beasley Rd, located 235 Beasley Road 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 Site #26/ Kurt's Gym, located at 80 Outer Circle Drive, 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 Order

EXHIBIT B-3

LICENSEE SITE NAME/NUMBER: JSN EUBANKS Creek/254569
LICENSOR SITE NAME: #4 TOWER FS7

EXHIBIT B-3

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 161' centerline
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind
- 6 (1-5/8") coax cables, or like kind
- 1 12x24 hybrid cable, or like kind

EXHIBIT D-3

LICENSEE SITE NAME/NUMBER JACKSON #1 WOODROW/231692
LICENSOR SITE NAME LERIDA COURT

Exhibit D-2

Licensee is authorized to install the following equipment on the Tower

- 3 Commscope NHH-65C-R2B antennas, or like kind @ 138' centerline;
- 3 Commscope NHH-65C-R2B antennas, or like kind @ 146' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 1 12x24 hybrid cable, or like kind

EXHIBIT B-1

LICENSEE SITE NAME/NUMBER Northside Asphal/158016
LICENSOR SITE NAME Lake Hill (#13)

EXHIBIT B-1

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 125' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 1 12x24 hybrid cable, or like kind

EXHIBIT D-2

LICENSEE SITE NAME/NUMBER JSN Jackson Zoo/194329
LICENSOR SITE NAME Kirks Gym (#26)

Exhibit D-2

Licensee is authorized to install the following equipment on the Tower:

- 6 Andrew JAHH-65C-R3B antennas, or like kind @ 130' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 6 Commscope CBC78T-DS-43 diplexers, or like kind;
- 1 12x24 hybrid cable, or like kind

EXHIBIT B-3

LICENSEE SITE NAME/NUMBER JSN North State Street/2345/5
LICENSOR SITE NAME: Beasley Road (#25)

EXHIBIT B-3

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 149' centerline;
- 3 Andrew LNX_6515DS-VTM antennas, or like kind @ 149' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 6 (1-5/8") coax cables, or like kind;
- 1 12x24 hybrid cable, or like kind

EXHIBIT D3

Licensee Site Name: (1) Firestation #11; (2) Riverside Tower
Licensor Site Name/Number: (1) Terry Road n/a/a Fire Station #11/201691; Downtown Jackson / 197735

Exhibit "D-3"

Licensee is authorized to install the following equipment on the Tower at Firestation #11 Tower (Licensee: Terry Road n/a/a Fire Station #11 / 201691):

- 3 Andrew LBX-6516DS-VTM antennas, or like kind @ 192' centerline;
- 3 Andrew LNX-6515DS-VTM antennas, or like kind @ 192' centerline;
- 3 Andrew HBXX-6517-DS-VTM antennas, or like kind @ 192' centerline;
- 3 AWS Remote Radio Heads, or like kind, with Licensee's antennas;
- 3 PCS Remote Radio Heads, or like kind, with Licensee's antennas;
- 1 Raycap RC2DC-3315-PF-48 DCC Surge Suppression System, or like kind;
- 12 (1-5/8") coax cables, or like kind;
- 1 6x12 hybrid cable, or like kind.

Licensee is authorized to install the following equipment on the Tower at Riverside Tower (Licensee: Downtown Jackson / 197735):

- 3 Andrew LBX-6516-DS-VTM antennas, or like kind @ 185' centerline;
- 6 Commscope NHH-65C-R2B antennas, or like kind @ 185' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RFV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RFV01U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 DCC Surge Suppression System, or like kind;
- 6 (1-5/8") coax cables, or like kind;
- 1 12x24 hybrid cable, or like kind

Council Member Banks moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC., WHO SERVES AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024.

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a self-insurer with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson entered into a contract on January 1, 2022 with United Healthcare to serve as its third-party administrator; and

WHEREAS, the terms of the City's contract with United Healthcare authorize it to serve as the City's third-party administrator for the plan years January 1, 2023 through December 31, 2023 and January 1 through December 31, 2024; and

WHEREAS, the Chief Financial Officer for the City of Jackson asked the Department of Human Resources to obtain from United Healthcare Services additional insurance coverage options for employees, employee dependents, and retirees participating in the group health plan of the City; and

WHEREAS, United Healthcare Services furnished the following coverage options for employees; and

WHEREAS, the Current Platinum Plan provides the following benefits and coverage options:

- Annual Deductible \$400 for the individual and \$1200 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5000 annually Per covered person

WHEREAS, the (Platinum) plan has a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Platinum) Plan monthly rates for active employees will be as follows:

- Employee Only \$436.45
- Employee Plus 1 \$872.91
- Employee Plus Family \$1,780.73

WHEREAS, the (Platinum) Plan monthly rates for retired employees will be as follows:

- Employee Only \$477.12
- Employee Plus 1 \$954.24
- Employee Plus Family \$1,946.65

WHEREAS, the New (Gold) Plan provides the following benefits and coverage options:

- Annual Deductible \$1000 for the individual and \$2000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30

- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Gold) plan will have a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Gold) Plan monthly rates for active employees will be as follows:

- Employee Only \$434.62
- Employee Plus 1 \$875.53
- Employee Plus Family \$1,769.56

WHEREAS, the (Gold) Plan monthly rates for retired employees will be as follows:

- Employee Only \$457.13
- Employee Plus 1 \$920.87
- Employee Plus Family \$1,861.20

WHEREAS, the New (Silver) Plan provides the following benefits and coverage options:

- Annual Deductible \$2500 for the individual and \$5000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Silver) plan will have a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Silver) Plan monthly rates for active employees will be as follows:

- Employee Only \$430.65
- Employee Plus 1 \$867.54
- Employee Plus Family \$1,753.39

WHEREAS, the (Silver) Plan monthly rates for retired employees will be as follows:

- Employee Only \$454.30
- Employee Plus 1 \$915.17
- Employee Plus Family \$1,849.67

WHEREAS, the New (Bronze) Plan has the following benefits and coverage options:

- Annual Deductible \$5,000 for the individual and \$10,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$9,100 individual and \$18,200 family annually

WHEREAS, the (Bronze) plan will have a prescription drug coverage as followed:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Bronze) Plan monthly rates for active employees will be as followed:

- Employee Only \$422.74
- Employee Plus 1 \$851.59
- Employee Plus Family \$1,721.17

WHEREAS, the (Bronze) Plan monthly rates for retired employees will be as followed:

- Employee Only \$445.95
- Employee Plus 1 \$898.36
- Employee Plus Family \$1,815.68

WHEREAS, Fisher Brown Bottrell Insurance, Inc, an independent insurance agency located at 248 East Capital Street Jackson, Mississippi is an authorized brokerage firm for United Healthcare Services; and

WHEREAS, Fisher Brown Bottrell Insurance volunteered to provide the City of Jackson with a software program known as EASE, to facilitate the enrollment of employees, dependents, and retirements in the City's self-funded health plan; and

WHEREAS, the EASE benefits administration platform is an HRIS system designed to capture the full benefits enrollment process by making it simple to set up and manage benefits, onboard new hires, stay compliant and offer employees one destination for all human resource information; and

WHEREAS, the EASE benefits administration platform will be furnished to the City of Jackson by Fisher Brown Bottrell without cost or obligation of any kind.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to its third party administration agreement with United Healthcare Services Inc. to add three additional health plan options for the City of Jackson's Self-Funded Employee/Retirees Medical Benefits Plan for the Plan Years January 1,2023 - December 31, 2023 and January 1, 2024 - December 31,2024.

IT IS HEREBY ORDERED that the cost of employee only coverage for active employees shall continue to be paid by the City of Jackson.

IT IS HEREBY ORDERED that the cost of employee plus 1 shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that the cost of family coverage shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that retirees opting to participate in the plan shall pay 100% of the premium.

IT IS HEREBY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

IT IS FINALLY ORDERED that fees previously agreed to may be paid to United Healthcare for administering the Plan may be paid.

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

President Foote recognized **Rod Oliver, Benefits Administrator**, who provided a brief overview of said item and recommended an amendment as provided by City Legal.

President Foote recognized **Council Member Banks** who moved; seconded by **Council Member Hartley**, to substitute said order as recommended by City Legal. The motion prevailed by the following votes:

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

Nays – None.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC., WHO SERVES AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024.

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson entered into a contract on January 1, 2022 with United Healthcare to serve as its third-party administrator; and

WHEREAS, the terms of the City's contract with United Healthcare authorize it to serve as the City's third-party administrator for the plan years January 1, 2023 through December 31, 2023 and January 21 through December 31, 2024; and

WHEREAS, the Chief Financial Officer for the City of Jackson asked the Department of Human Resources to obtain from United Healthcare Services additional insurance coverage options for employees, employee dependents, and retirees participating in the group health plan of the City; and

WHEREAS, United Healthcare Services furnished the following coverage options for employees; and

WHEREAS, the Current Platinum Plan provides the following benefits and coverage options:

- Annual Deductible \$400 for the individual and \$1,200 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay

- The out-of-pocket maximum is \$5,000 annually Per covered person

WHEREAS, the (Platinum) plan has a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Platinum) Plan monthly rates for active employees will be as follows:

- Employee Only \$436.45
- Employee Plus 1 \$872.91
- Employee Plus Family \$1,780.73

WHEREAS, the (Platinum) Plan monthly rates for retired employees will be as follows:

- Employee Only \$477.12
- Employee Plus 1 \$954.24
- Employee Plus Family \$1,946.65

WHEREAS, the New (Gold) Plan provides the following benefits and coverage options:

- Annual Deductible \$1,000 for the individual and \$2,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Gold) plan will have a prescription drug coverage as follows:

- Tier 1-Generic \$10.00
- Tier II-Preferred Brand \$25.00
- Tier III-Non-Preferred Brand \$50.00

WHEREAS, the (Gold) Plan monthly rates for active employees will be as follows:

- Employee Only \$434.62
- Employee Plus 1 \$875.53
- Employee Plus Family \$1,769.56

WHEREAS, the (Gold) Plan monthly rates for retired employees will be as follows:

- Employee Only \$457.13
- Employee Plus 1 \$920.87
- Employee Plus Family \$1,861.20

WHEREAS, the New (Silver) Plan provides the following benefits and coverage options:

- Annual Deductible \$2,500 for the individual and \$5,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$5,000 individual and \$10,000 family annually

WHEREAS, the (Silver) plan will have a prescription drug coverage as follows:

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· Tier 1-Generic	\$10.00
· Tier II-Preferred Brand	\$25.00
· Tier III-Non-Preferred Brand	\$50.00

WHEREAS, the (Silver) Plan monthly rates for active employees will be as follows:

Employee Only	\$430.65
· Employee Plus 1	\$867.54
· Employee Plus Family	\$1,753.39

WHEREAS, the (Silver) Plan monthly rates for retired employees will be as follows:

· Employee Only	\$454.30
· Employee Plus 1	\$915.17
· Employee Plus Family	\$1,849.67

WHEREAS, the New (Bronze) Plan has the following benefits and coverage options:

- Annual Deductible \$5,000 for the individual and \$10,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is \$20
- The office visit copay at a specialist is \$30
- Telemedicine visits has a \$10 copay
- The out-of-pocket maximum is \$9,100 individual and \$18,200 family annually

WHEREAS, the (Bronze) plan will have a prescription drug coverage as followed:

· Tier 1-Generic	\$10.00
· Tier II-Preferred Brand	\$25.00
· Tier III-Non-Preferred Brand	\$50.00

WHEREAS, the (Bronze) Plan monthly rates for active employees will be as followed:

· Employee Only	\$422.74
· Employee Plus 1	\$851.59
· Employee Plus Family	\$1,721.17

WHEREAS, the (Bronze) Plan monthly rates for retired employees will be as followed:

· Employee Only	\$445.95
· Employee Plus 1	\$898.36
· Employee Plus Family	\$1,815.68

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to its third party administration agreement with United Healthcare Services Inc. to add three additional health plan options for the City of Jackson's Self-Funded Employee/Retirees Medical Benefits Plan for the Plan Years January 1,2023 - December 31, 2023 and January 1, 2024 - December 31,2024.

IT IS HEREBY ORDERED that the cost of employee only coverage for active employees shall continue to be paid by the City of Jackson.

IT IS HEREBY ORDERED that the cost of employee plus 1 shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that the cost of family coverage shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that retirees opting to participate in the plan shall pay 100% of the premium.

IT IS HEREBY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

IT IS FINALLY ORDERED that fees previously agreed to may be paid to United Healthcare for administering the Plan may be paid.

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

President Foote requested that Agenda Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FISHER BROWN BOTTRELL INSURANCE COMPANY TO SERVE AS THE AGENT OF RECORD FOR THE CITY OF JACKSON’S SELF-INSURED MEDICAL, FULLY FUNDED DENTAL, AND LIFE INSURANCE.

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to provide health, accident, hospitalization, and surgical benefits of such of its employees and their dependents as may desire such insurance; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to self-insure with respect to all or part of the benefits set forth in Section 25-15-101; and **WHEREAS**, Section 25-15-101 of the Mississippi Code requires a municipality to contract administration of a self-insurance program to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer for medical and health benefits offered to its employees; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson has contracted with United Health Care to administer its self-insured medical benefits program; and

WHEREAS, the City of Jackson offers a group dental benefit plan, whose premiums are paid entirely by its employees through a commercial insurer, which is Delta Dental; and

WHEREAS, in addition to providing the health and dental benefits, the City of Jackson also provides life insurance benefits in the amount of \$10,000.00 for employees who elect to participate in the health plan at no cost to the employee; and

WHEREAS, Fisher Brown Bottrell has a HRIS platform known as EASE which would be beneficial and automate the process for enrolling employees in the City’s health, dental, and life insurance; and

WHEREAS, the HRIS platform is known as EASE; and

WHEREAS, Fisher Brown Bottrell is amenable to making the EASE platform available to the City of Jackson at no cost; and

WHEREAS, FISHER BROWN BOTTRELL INSURANCE, INC., and independent insurance agency located at 248 East Capital Street In Jackson, MS; and

WHEREAS, Fisher Brown Bottrell represented to the Department of Human Resources that it must be authorized as an agent in order to be able to receive access to the City’s employee benefits data from United Healthcare Services, Delta Dental, and MetLife; and

WHEREAS, Fisher Brown Bottrell’s relationship will be limited to accessing data and administering the EASE platform for the City of Jackson’s self-funded health plan, the group dental insurance, and the group life insurance plans for active and retired employees; and

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WHEREAS, the best interest of the City of Jackson would be served by naming Fisher Brown Bottrell Insurance Company as agent of record solely for the purposes stated.

IT IS HEREBY ORDERED that Fisher Brown Bottrell is appointed as agent for the City of Jackson for the periods January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024.

IT IS HEREBY ORDERED that Fisher Brown Bottrell's appointment as agent for the City of Jackson for the purposes stated shall be without payment of any cost or exchange of value from the City of Jackson.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on June 8, 1977, the governing authorities of the City of Jackson, Mississippi, entered into an agreement with Municode Corporation to provide looseleaf supplement service for the City of Jackson's Code of Ordinances; and

WHEREAS, on August 27, 2021, the City Clerk received notice that Municode is now part of CivicPlus, LLC, as a combined organization and is now one company; and

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute an agreement with CivicPlus to assist the City Clerk with codifying the Jackson Code of Ordinances and managing the municipal code on the City of Jackson's website; and

WHEREAS, CivicPlus, LLC proposes a twelve (12) month agreement that is effective on the date of signature and shall end twelve (12) months from the signing of the agreement; and

WHEREAS, in the event that neither party gives 60 days' notice to terminate prior to the end of the initial term or subsequent renewal term, this agreement may be renewed for an additional one-year renewal term; and

WHEREAS, CivicPlus, LLC services do not include freight, sales tax or any annual recurring services and shall be invoiced as follows:

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT PRICE
1.0	Annual Online Code Hosting	Recurring-invoiced in August	\$950.00
1.0	Administrative Support Fee	Recurring-invoiced in September	\$500.00
N/A	Graphics/IGTM	As Used	\$10.00 per image
N/A	Per Page Rate	As Used – 8.5 x 11-page, single column, 10-point font	\$20.00 per page
N/A	Supplement Word Version	As Used- billed with each completed supplement	\$75.00

WHEREAS, either party may terminate the agreement as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of the agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination; and

WHEREAS, upon termination of the agreement for any reason, (a) the licenses granted for such relevant SOW will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services. As defined in the SOW ("Project Development"), shall immediately become due in full and payable; and

WHEREAS, at any time during the term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the services; and

WHEREAS, the City of Jackson will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth above; and

WHEREAS, invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by the City of Jackson. The City of Jackson shall provide accurate, current, and complete information of the City of Jackson's name, address, email address, and phone number in the Contact Sheet upon submission of a signed statement of work. The City of Jackson will maintain and promptly update the Contact Sheet information if it should change; and

WHEREAS, the Department of Municipal Clerk recommends that the City of Jackson designates the City Clerk as the individual responsible for completing and submitting the Contact Information Sheet to CivicPlus, LLC; and

WHEREAS, each statement of work will state the number of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. IF the Client's account exceeds 90 days past due, Account Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment; and

WHEREAS, during the performances of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e., airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000.00 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

IT IS ORDERED that the Mayor is authorized to execute an agreement with CivicPlus, LLC to provide coding and supplement services for the Jackson Code of Ordinances for a term of twelve (12) months effective on the date of signature, and payment is authorized to CivicPlus, LLC in an amount that should not exceed the fee schedule set forth above.

IT IS, THEREFORE, ORDERED that the agreement may be renewed for an additional 1-year renewal term upon approval by the governing authorities.

IT IS FURTHER ORDERED that the City Clerk is designated as the representative for the City of Jackson and is authorized to complete and submit the Contact Information Sheet to CivicPlus, LLC and the City Clerk shall ensure that the information is kept up to date.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART AND ARTIFACT DONATION AGREEMENT WITH KRISTEN TORDELLA-WILLIAMS FOR THE DONATION OF THE EUDORA WELTY WREATH TO THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on April 26, 2022, the Jackson City Council authorized the implementation and use of necessary policies and procedures for the acceptance of all artworks and artifacts into the City's public art collection as outlined in the Department of Human and Cultural Services Art and Artifact Donation Policy, Art and Artifact Donation Application, and Art and Artifact Donation Agreement; and

WHEREAS, on June 7, 2022, Mrs. Kristen Tordella-Williams submitted an Art and Artifact Donation Application to the Arts Center Manager; and

WHEREAS, Mrs. Williams proposed to donate to the City of Jackson a Eudora Welty Wreath that features over 100 Jacksonians' handprints and books casts in iron; and

WHEREAS, the Downtown Jackson Partners will cover the costs of maintenance and conservation of the donated art; and

WHEREAS, the Human and Cultural Services Division has been coordinating with Mrs. Williams, Downtown Jackson Partners, and the Mississippi Museum of Art to locate an area in downtown Jackson to display the sculpture; and

WHEREAS, the sculpture, titled "Eudora Welty Wreath" will be displayed in the Art Garden in downtown Jackson and will be accessible to the public; and

WHEREAS, a municipality may not accept a donation when the donation conflicts with public policy, results in an economic detriment to the municipality or results in an unlawful donation by the municipality; and

WHEREAS, an Artwork and Artifact Donation Agreement with the City of Jackson must be executed and will include the donation terms and duties of the applicant, as follows:

Description of Art. Donor agrees to donate to COJ EUDORA WELTY WREATH (the "Art") as a charitable gift. The Art is described in Attachment A, attached hereto and incorporated herein by this reference. Donor agrees to donate the Art to COJ for no compensation now or in the future.

Delivery and Installation. Site preparation, delivery, and installation shall be completed as described in Attachment A. Donor shall be responsible for any insurance coverage and repairs of any damage to the Art, at Donor's sole expense, until Art is delivered to and accepted by COJ. On the delivery date, COJ shall inspect the Art and provide the Donor with written notice of damages to be repaired prior to COJ's acceptance of the Art, if any. Following any repairs or, if no repairs are necessary, following inspection, COJ will provide Donor with a written notice of acceptance of the Art. Notwithstanding the foregoing, COJ is under no obligation to accept the Art if, in COJ's sole, discretion, it is not in good condition or is not operable; provided, however, that COJ will not exercise this discretion unreasonably.

Ownership. Upon the Effective Date, ownership of the Art shall pass to COJ. By entering into this Agreement, the Donor hereby irrevocably assigns, conveys, and otherwise transfers to COJ and its respective successors the title to the Art.

Artist Rights. If Donor is the creator of the Art, this paragraph 4 shall apply to this Agreement. If Donor is not the creator of the Art, this paragraph shall not apply. Donor represents and warrants that the Art is solely the result of the Donor and creative efforts of the Donor. To the extent the uses, modification, destruction or removal of the Art under the Agreement affect any rights Donor may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. § 106A(a) and §113. The Donor hereby knowingly waives any rights provided by those laws. Notwithstanding the foregoing, the Donor shall retain any and all copyrights and reproduction rights to the Art. In addition, Donor grants to COJ and its assigns an irrevocable license to make two-dimensional reproductions of the Art for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or

other similar publications. COJ is not responsible for any third-party infringement of Donor's copyright or for protecting the intellectual property rights of Donor.

Warranties. Donor represents and warrants that (i) the Art is unique and original and does not infringe upon any copyright, except as otherwise disclosed in writing to COJ; (ii) the Art has not been accepted for sale elsewhere; and (iii) the Art is free and clear of any liens from any source whatsoever.

Maintenance. Relocation. and Removal. COJ shall give the Art the same care and maintenance as it does comparable City property. Nothing in this Agreement shall preclude any right of COJ in its sole discretion to (i) remove the Art from public display; or (ii) move or relocate the Art to another location selected by COJ for public display. If COJ no longer wishes to own the Art, COJ will make a reasonable effort to contact the Donor or the Donor's heirs to collect the Art. If the Donor or Donor's heirs do not collect the Art in a reasonable amount of time, which shall mean a minimum of ninety (90) days, following COJ's actions to contact Donor or Donor's heirs, then COJ will make a reasonable effort to donate the Art to a local arts or cultural institution. If the COJ is unable to find a local arts or cultural institution to accept the Art, COJ shall not be precluded from destroying or otherwise disposing of the Art.

Insurance. COJ shall obtain and maintain the types, forms, and coverage(s) of insurance for the Art deemed by COJ to be sufficient to meet or exceed COJ's minimum statutory and legal obligations arising from ownership of the Art and under this Agreement.

Independent Contractor. Donor is not a partner, joint venture, or employee of COJ. Donor is not entitled to workers' compensation benefits under COJ's workers' compensation insurance, and Donor is obligated to pay federal and state income tax on all monies earned under this Contract, if any.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Mississippi, and any legal action concerning the provisions hereof shall be brought in Hinds County, Mississippi.

No Waiver. Delays in enforcement of the waiver of any one or more defaults or breaches of this Agreement by COJ shall not constitute a waiver of any of the other terms or obligations of this Agreement.

Indemnity. Donor expressly waives the right to sue COJ for damages, any alleged alteration, destruction, or mutilation which arises out of maintenance, repair, restoration, correction of a dangerous condition, or relocation of the Art. To the extent permitted by law, Donor agrees to indemnify, protect, defend, and hold harmless COJ, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing defense to any claim, arising from Donor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the donation of the artwork.

Integration. This Agreement constitutes the entire agreement between Parties, superseding all prior oral or written communications.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Modification. This Agreement may only be modified upon written agreement signed by both Parties.

Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon successors, heirs, legal representatives, and assigns; provided that this paragraph shall not authorize assignment.

Attorney's Fees. If the Donor breaches the Agreement, then it shall pay COJ's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

Survival. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Force Majeure. Neither the Donor nor COJ shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability of damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of COJ and the Donor.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions.

IT IS ORDERED that the Mayor of the City of Jackson is authorized to execute an Art and Artifact Donation Agreement with Kristen Tordella-Williams for the donation of the "Eudora Welty Wreath" to the City of Jackson.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE TERMINATION OF TWO COMMERCIAL AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE AND TO COMPENSATE INTEGRATED PEST CONTROL MAINTENANCE FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on August 2, 2021, the Jackson City Council authorized the Mayor of Jackson to enter into a Commercial Services Agreement with Integrated Pest Control Maintenance to provide professional pest control services at Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T.L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Senior Center, and Tougaloo Senior Citizens Center; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, section IV, subsection A of the Commercial Services Agreements states services may be canceled at any time during the 12-month service agreement as a 30-day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed; and

WHEREAS, under section IV, subsection A of the Commercial Services Agreements, Integrated Pest Control Maintenance may be entitled to compensation for services performed Jones Early Childhood Development Center and the Westside Early Childhood Development Center before receiving notice to terminate the Commercial Services Agreements; and

WHEREAS, the Department of Human and Cultural Services recommends terminating two Commercial Services Agreements and compensating Integrated Pest Control Maintenance for any services completed at the Jones Early Childhood Development Center and the Westside Early Childhood Development Center before receiving notice to terminate the agreements.

IT IS, THEREFORE, ORDERED that the Director of the Department of Human and Cultural Services is authorized to terminate two Commercial Services Agreements and related documents with Integrated Pest Control Maintenance and compensate Integrated Pest Control Maintenance for any professional services performed at the Jones Early Childhood Development Center and the Westside Early Childhood Development Center prior to receipt of the notice of intent to terminate said agreements.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING TERMINATION OF THE PROFESSIONAL SERVICE AGREEMENT WITH CAPITAL CITY SECURITY, INC. AND TO COMPENSATE CAPITAL CITY SECURITY, INC. FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor of Jackson to enter an agreement with Capital City Security, Inc. to provide professional security services to City’s Early Childhood Development Centers; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, Section 3 of the Professional Service Agreement states, “Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly of such Party’s work on any active and on-going assignment,” and

WHEREAS, under Section 3 of the Professional Services Agreement, Capital City Security, Inc. may be entitled to compensation for services performed before receiving notice to terminate the agreement; and

WHEREAS, the Department of Human and Cultural Services recommends terminating the contract and compensating Capital City Security, Inc. for any services completed in accordance with the Professional Services Agreement.

IT IS, THEREFORE, ORDERED that the Director of Human and Cultural Services is authorized to cancel the Professional Services Agreement and related documents with Capital City Security, Inc. and to compensate Capital City Security, Inc. for any professional services completed according to the Professional Services Agreement before receipt of the notice of intent to terminate said agreement.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING THE ACCEPTANCE OF PERISHABLE SUPPLIES AND FOODS ITEMS FROM PRAIRIE FARMS DAIRY SERVICES FOR THE CITY OF JACKSON’S EARLY CHILDHOOD DEVELOPMENT CENTERS AND AUTHORIZING PAYMENT FOR SAID SERVICES.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, 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, pursuant to Section 31-7-13(m)(vii) of the Mississippi Code Annotated (1972), as amended, perishable supplies and food items purchased for use in connection with school lunch programs, such as milk, are exempted from the bidding requirements under state law; and

WHEREAS, Prairie Farms Dairy Services provided milk for the City of Jackson's Early Childhood Development Centers ("ECDC") from June 7, 2022, through August 3, 2022; for the children enrolled at the Westside ECDC and Jones ECDC totaling an amount of One Thousand Six Hundred and Six Dollars and Seventy-Five Cents (\$1,606.75).

IT IS HEREBY ORDERED that the acceptance of milk from Prairie Farms Dairy to the City of Jackson ECDC is hereby ratified, and payment in the amount of One Thousand Six Hundred and Six Dollars and Seventy-Five Cents (\$1,606.75) for the provisions of milk is authorized.

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

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

Nays – None.

Absent – Stokes.

ORDER AMENDING THE AUGUST 31, 2021, ORDER WHICH AUTHORIZED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, by Order entered on August 31, 2021, recorded in Minute Book 6T, Pages 461-462, the governing authorities authorized the Mayor to execute the contract and related documents with Grace House, Inc. and Mississippi United to End Homelessness (MUTEH) to provide eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties; and

WHEREAS, pursuant to the contracts, Grace House, Inc. expended all of their contract allocated funds (\$695,495.00) by February, 2022; but, due to staffing shortage and training, Mississippi United to End Homelessness (MUTEH) will not be able to expend all allocated funding (\$695,495.00) by end of contract term; and

WHEREAS, the contract extension will allow Mississippi United to End Homelessness (MUTEH) to continue to assist HOPWA clients with rental, mortgage, mental health, job training, and other supportive services to enable them in becoming more self-sufficient; 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 and the amount of funding of \$406,939.25 as of this date, be extended to December 31, 2023.

IT IS, THEREFORE, ORDERED that the contract between the City of Jackson and the Mississippi United to End Homelessness (MUTEH) be amended to extend the contract end date

to December 31, 2023 for reimbursable eligible HOPWA expenses; and that the Mayor is authorized to execute the amendment and related documents.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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

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

WHEREAS, the Meadowbrook Office Park has submitted the required application and documents to request an alternative compliance approval; and

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



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

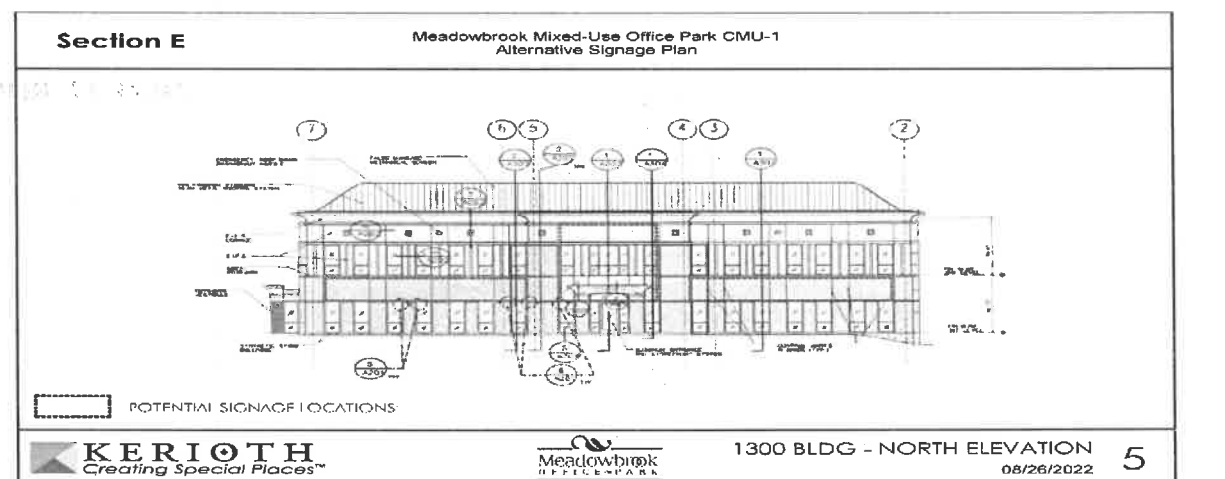
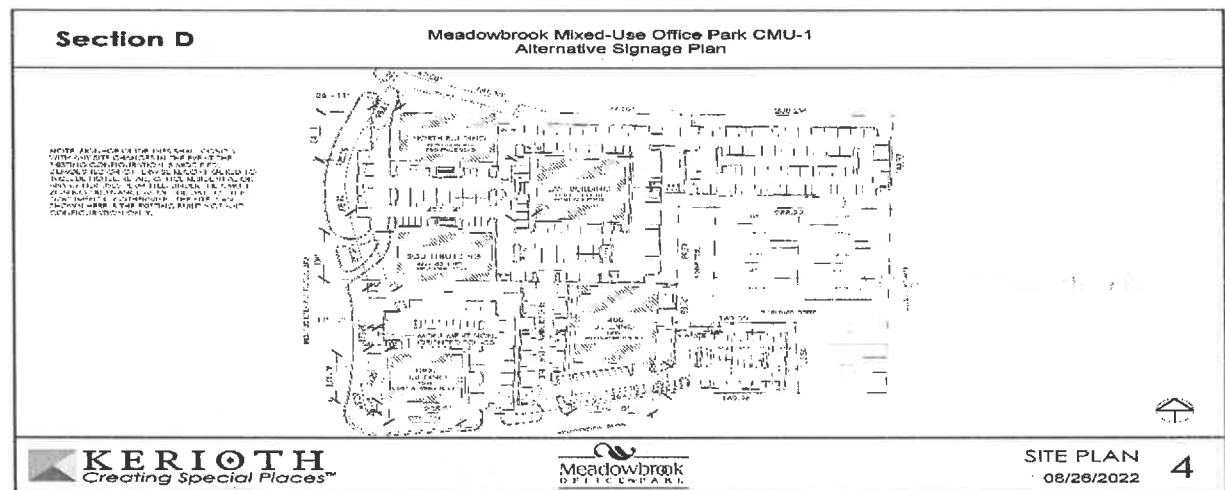
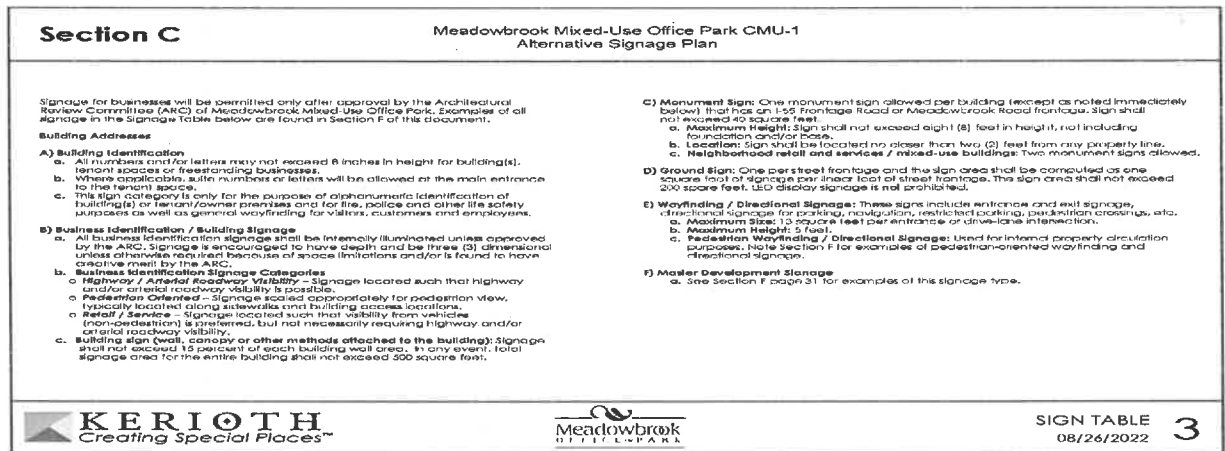
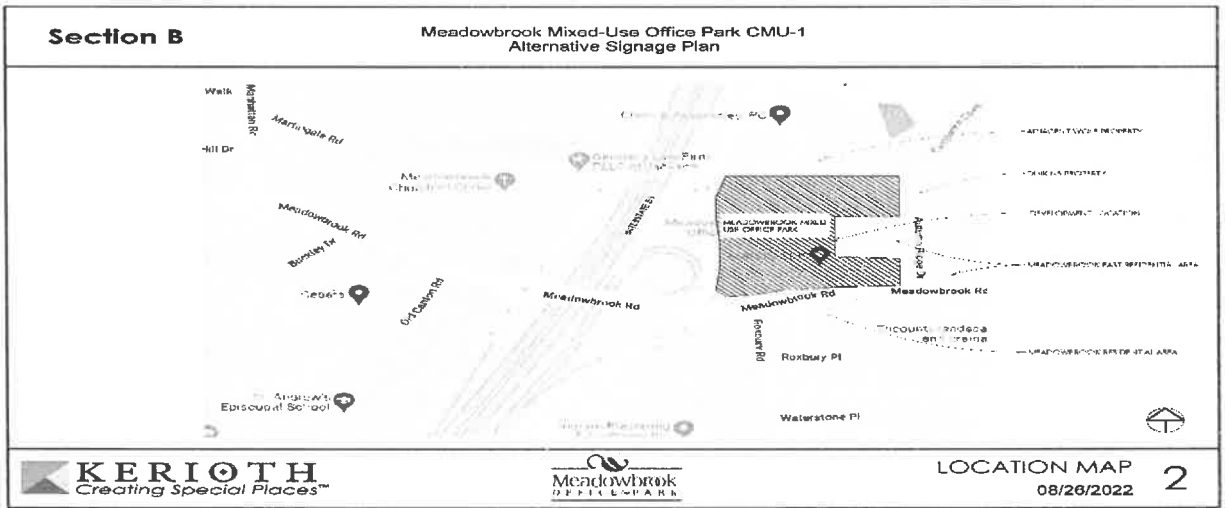
WHEREAS, the Meadowbrook Office Park is identified parcels 1300 Meadowbrook Road, 1400 Meadowbrook Road, 4266 I-55 N Frontage Road, 4270 I-55 N Frontage Road, and 4268 I-55 N Frontage Road; and

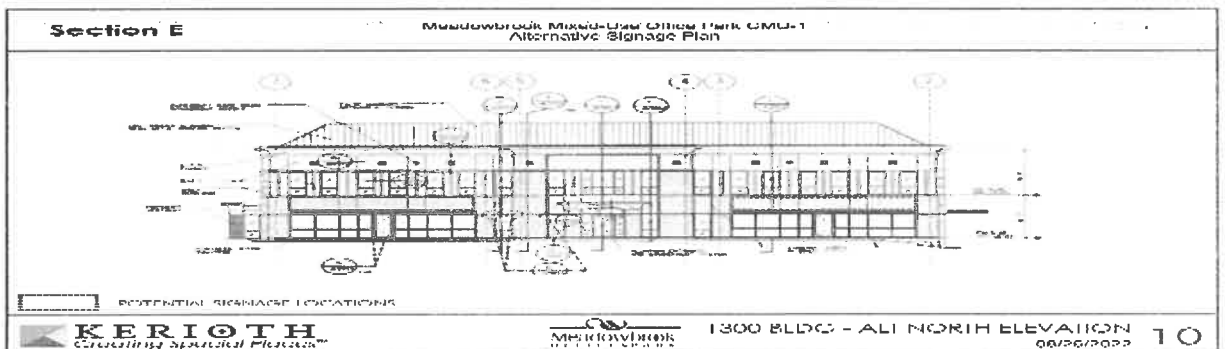
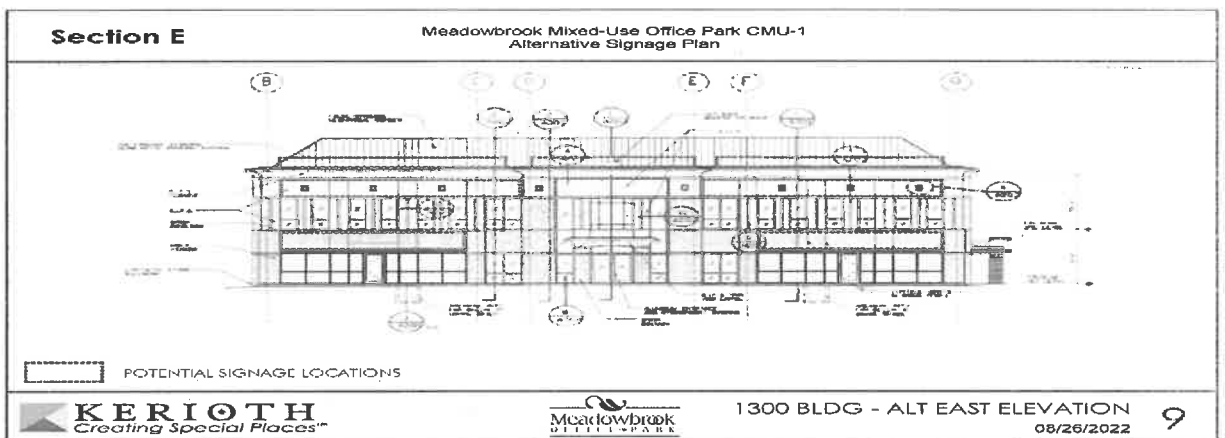
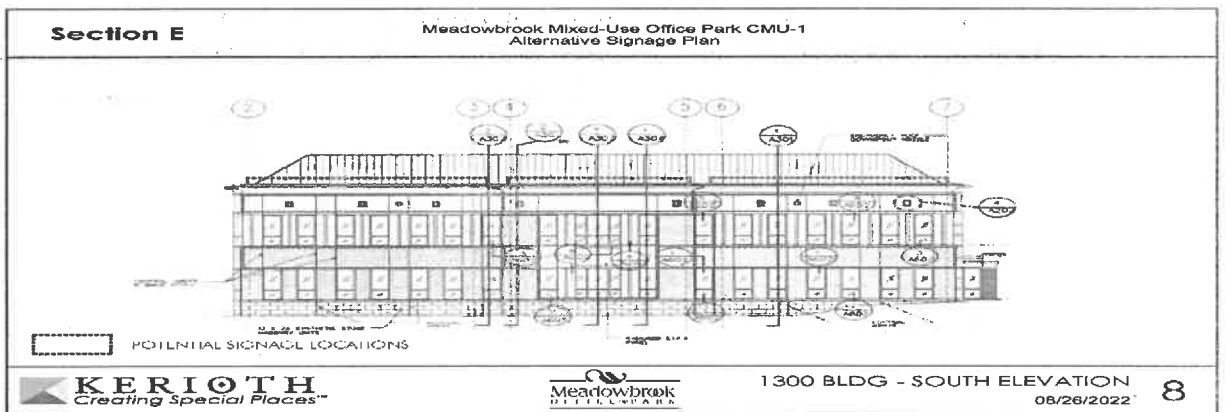
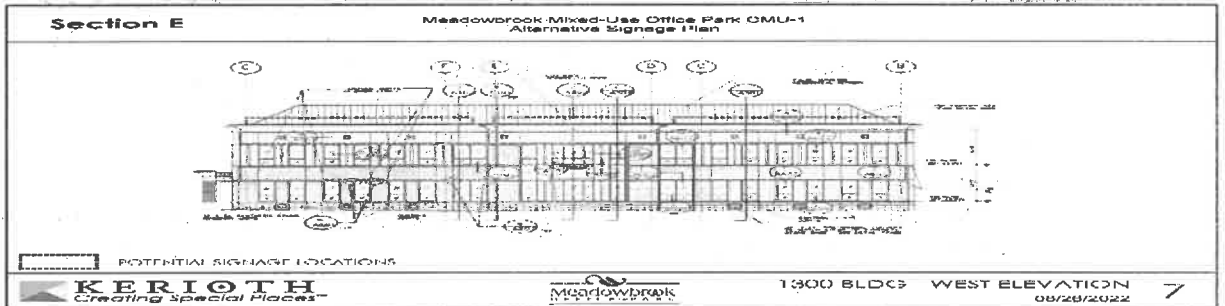
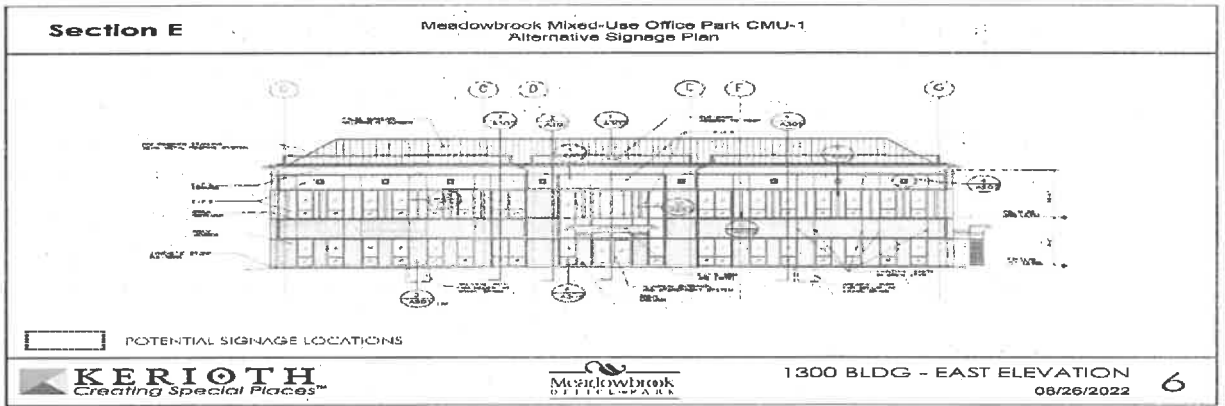
WHEREAS, the comprehensive sign plan is attached as Exhibit A.

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

EXHIBIT A

Meadowbrook Mixed-Use Office Park CMU-1 Alternative Signage Plan	
<p>Table of Contents:</p> <ul style="list-style-type: none"> Item B - Location Map, page 2 Item C - Sign Table, page 3 Item D - Site Plan, page 4 Item E - Building Elevations, pages 5-22 Item F - Design Guidelines, pages 23-31 	<p>Development Addresses</p> <ul style="list-style-type: none"> 1300 Meadowbrook Road 1400 Meadowbrook Road 4266 I-55 N Frontage Road 4270 I-55 N Frontage Road 4268 I-55 N Frontage Road
<small>This document is based on the requirements for the City of Jackson, MS Alternative Signage Plan (Chapter 102-30(16))</small>	
 <p>KERIOTH Creating Special Places™</p>	 <p>Meadowbrook OFFICE PARK</p>
<small>Penalty Corporation 261 Townsend Avenue Suite 200 Birmingham, MS 38117 205-306-9999</small>	
<small>08/24/2022 1</small>	





Section E Meadowbrook Mixed-Use Office Park CMU-1
 Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS - TYPICAL HOTEL (S)

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Meadowbrook OFFICE PARK

HOTEL ALT - North/South/East/West Elevations 11

08/26/2022

NOTE: Hotel signs may vary any of the elevations noted below depending on specific placement on the site.

Section E Meadowbrook Mixed-Use Office Park CMU-1
 Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS - TYPICAL HOTEL (S)

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HOTEL ALT North/South/East/West Elevations 12

08/26/2022

NOTE: Hotel signs may vary any of the elevations noted below depending on specific placement on the site.

Section E Meadowbrook Mixed-Use Office Park CMU-1
 Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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1400 BLDG - SOUTH ELEVATION 13

08/26/2022

Section E Meadowbrook Mixed-Use Office Park CMU-1
 Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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1400 BLDG - WEST ELEVATION 14

08/26/2022

Section E Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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SOUTH BLDG NORTH ELEVATION 19
08/28/2022

Section E Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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SOUTH BLDG - WEST ELEVATION 20
08/28/2022

Section E Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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NORTH BLDG - WEST ELEVATION 21
08/28/2022

Section E Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

POTENTIAL SIGNAGE LOCATIONS

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NORTH BLDG - SOUTH ELEVATION 22
08/28/2022

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Building Identification Signage Examples

Building Identification Standards:
All numbers and/or letters may not exceed 8 inches in height for buildings, tenant spaces or freestanding businesses.
Where applicable, the numbers or letters will be placed at the main entrance to the tenant space.
This sign category is only for the purpose of supporting identification of buildings/tenant/owner premises and for fire, police and emergency safety purposes as well as general wayfinding for visitors, customers and employees.

Painted Alum. Labeling

12" 4" H. Plate (Black)

301
Type Face Used: ENGRAVERS MT REGULAR w/ .07 Offset

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OFFICE PARK

DESIGN GUIDELINES
08/26/2022 23

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Monument Sign Examples

Monument Sign Standards:
One monument sign allowed per building (except as noted immediately below) that has an 150' frontage road or Meadowbrook Road frontage. Sign shall not exceed 40 square feet.
A. Maximum Height: Sign shall not exceed eight (8) feet in height, not including foundation and/or base.
B. Location: Sign shall be located no closer than two (2) feet from any property line.
C. Neighborhood retail and services/mixed-use buildings: Two monument signs allowed.

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DESIGN GUIDELINES
08/26/2022 24

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

**Business Identification Sign Examples
Highway / Arterial Roadway Visibility**

Business Identification - Highway/Arterial Roadway Visibility
Signage shall not exceed 15 percent of each building wall area. In any event, total signage area for the entire building shall not exceed 500 square feet.

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OFFICE PARK

DESIGN GUIDELINES
08/26/2022 25

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

**Business Identification Sign Examples
Retail/Service Examples**

Business Identification - Retail/Service Examples
Signage that not exceed 15 percent of each building wall area. In any event, total signage area for the entire building shall not exceed 400 square feet.

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DESIGN GUIDELINES
08/26/2022 26

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Building Identification Signage
Retail/Service Examples

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DEVELOPMENT

DESIGN GUIDELINES
08/26/2022 **27**

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Building Identification Signage
Pedestrian-Oriented Examples

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DEVELOPMENT

DESIGN GUIDELINES
08/26/2022 **28**

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Wayfinding Signage
Vehicular-Oriented Examples

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DEVELOPMENT

DESIGN GUIDELINES
08/26/2022 **29**

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Wayfinding Signage
Pedestrian-Oriented Examples

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DEVELOPMENT

DESIGN GUIDELINES
08/26/2022 **30**

Section F Meadowbrook Mixed-Use Office Park CMU-1
Alternative Signage Plan

Master Development Signage Examples

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DEVELOPMENT

DESIGN GUIDELINES
08/26/2022 **31**

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

A RESOLUTION OF THE JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN.

WHEREAS, the City of Jackson’s Mayor and City Council recognized the threat that natural hazards pose to people and property within the City of Jackson; and

WHEREAS, the City of Jackson participated in the preparation of a hazard mitigation plan developed in accordance with the Disaster Mitigation Act of 2000, hereby known as the City of Jackson Hazard Mitigation Plan 2022-2027 edition; and

WHEREAS, the City of Jackson Hazard Mitigation Plan 2022-2027 edition identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Jackson from the impacts of future hazards and disasters; and

WHEREAS, adoption of the City of Jackson Hazard Mitigation Plan 2022-2027 edition by the City of Jackson’s City Council demonstrates their commitment to reducing the risk posed to people and property within the City of Jackson.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson’s City Council does hereby adopt the City of Jackson Hazard Mitigation Plan 2022-2027 edition as it pertains to the City of Jackson on this the 25th day of October 2022, at a regular meeting of the Mayor and City Council of the City of Jackson, Mississippi.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Water/Sewer Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 per copy, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public Works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 color copy, and including maintenance for all parts, except paper and staples.

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

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

There came on for consideration, Agenda Item No. 27:

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 referred to the Finance committee.

There came on for consideration, Agenda Item No. 28:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR. Said item was referred to the Finance committee.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022 and September 27, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE, HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT OF CORNERSTONE ENGINEERING. LLC FOR O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANTS GENERAL ENGINEERING SERVICES.

WHEREAS, the City of Jackson executed an agreement with Cornerstone Engineering, LLC for O.B. Curtis and J.H. Fewell Water Treatment Plants general engineering services effective October 19, 2020; and

WHEREAS, the term of the agreement was for 730 days; and

WHEREAS, the City of Jackson executed Supplemental Agreement No. 1 to the Agreement on August 16, 2021 increasing the scope of work and the compensation, but did not increase the term of the contract; and

WHEREAS, Cornerstone Engineering, LLC requires additional time to complete some of the scope of work in the amended Agreement; and

WHEREAS, the Department of Public Works recommends that the governing authorities authorize Supplemental Agreement No. 2 to the Agreement to extend the time for performance under the Agreement through December 31, 2022.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement No. 2 to the agreement with Cornerstone Engineering, LLC for O.B. Curtis and J.H. Fewell Water Treatment Plants General Engineering Services, which will extend the time for performance under the Agreement through December 31, 2022.

Vice President Lee moved adoption; **Council Member Hartley** 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, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING TASK ORDER 3A OF A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC. FOR CONSENT DECREE MODIFICATION SUPPORT AND ASSOCIATED SERVICES.

WHEREAS, the City of Jackson Department of Public Works is currently in the process of negotiating a modification to its existing Clean Water Act Consent Decree with the United States and the state of Mississippi; and

WHEREAS, for four years Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) served as the City's Consent Decree Program Manager, which included providing support and associated services for negotiations with the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to modify the City's Clean Water Act Consent Decree; and

WHEREAS, the Department of Public Works requested Burns & McDonnell, whose principal office address is 9400 Ward Parkway, Kansas City, Missouri 64114, to provide a proposal for general engineering services to assist the City of Jackson with consent decree modification support and associated services; and

WHEREAS, the initial term of the contract is for two years, with two, one-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

WHEREAS, work under the contract is proceeding based on a series of Task Orders negotiated by the parties; and

WHEREAS, the City of Jackson recently approved Task Order 2A, which provided limited support services through a portion of Fiscal Year 2022; and

WHEREAS, the City of Jackson is continuing negotiations for a modification of the existing Clean Water Act Consent Decree, such that the services of Burns & McDonnell continue to be needed and the first one-year option of the Agreement should be exercised; and

WHEREAS, due to the ongoing negotiations with the U.S.E.P.A. and the United States Department of Justice, the Department of Public Works recommends limiting the term of the Fiscal Year 2023 to a term of six (6) months, initially; and

WHEREAS, the Department of Public Works recommends the City of Jackson authorize Task Order 3A with Burns & McDonnell in an amount not to exceed \$187,500 for consent decree modification support and associated services for the City's Clean Water Act Consent Decree.

IT IS, THEREFORE, ORDERED that Task Order 3A with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$187,500.00, which is intended to provide funding for services to be provided during Fiscal Year 2023 for the period of October 1, 2022 through March 31, 2023 or until such time as the amount allotted for this Task Order 3A by this Order is expended, is authorized.

IT IS FURTHER ORDERED that the first one-year extension option under the Agreement is hereby exercised.

Vice President Lee moved adoption; **Council Member Lindsay** 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, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING A PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR A SECTION 22 MATCHING GRANT TO FUND A COMPREHENSIVE HYDRAULIC MODEL AND VALVE PLAN FOR THE WATER SYSTEM.

WHEREAS, the City of Jackson and the United States Army Corps of Engineers (USACE) are working together on a grant to fund a comprehensive hydraulic model and valve plan for the water system under Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended; and

WHEREAS, USACE has set aside \$1,150,000 which requires matching funding of \$1,150,000 from the City; and

WHEREAS, the USACE requires the City of Jackson to execute an agreement for the proposed plan as a prerequisite for receiving the grant funding; and

WHEREAS, the Department of Public Works recommends authorizing an project partnership agreement with the USACE to provide funding for a comprehensive hydraulic modeling and valve plan.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with the Department of the Army, represented by the U.S. Army Corps of Engineers District Commander for the Vicksburg District for an agreement for the development of a comprehensive hydraulic model and valve plan under Section 22 of the Water Resources Development Act of 1974, as amended.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any additional documents required under the terms of this grant and the Agreement.

Vice President Lee moved adoption; **Council Member Lindsay** 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, Grizzell, Hartley, Lee and Lindsay.
- Nays – None.
- Absent – Stokes.

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE CITY OF JACKSON WATER-SEWER BUSINESS ADMINISTRATION DIVISION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$10,000.00 have arisen since the adoption of the Fiscal Year 2022-2023 City of Jackson Budget for the Water-Sewer Business Administration Division; and

WHEREAS, the Fiscal Year 2022-2023 City of Jackson Budget needs to be revised to provide funding for unanticipated equipment needs; and

WHEREAS, the following accounts are being revised:

From	031.520106419	\$2,000.00
From	031.520106847	\$8,000.00
To	031.520106242	\$10,000.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget be revised in the amount of \$10,000.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031.520106419	(\$2,000.00)
From:	031.520106847	(\$8,000.00)
To:	031.520106242	\$10,000.00

Vice President Lee moved adoption; **Council Member Lindsay** 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, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

ORDER ACCEPTING THE PROPOSAL OF MS TIRE RECYCLING LLC FOR THE COLLECTION OF WASTE TIRES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

WHEREAS, the City of Jackson, through the Solid Waste Division, has received grant funds from the Mississippi Department of Environmental Quality to operate the Waste Tire Recycling Program for the collection of waste tires; and

WHEREAS, the City’s Waste Tire Recycling Program requires a professional waste company to properly dispose of or recycle waste tires; and

WHEREAS, pursuant to Section 31-7-13(r) of the Mississippi Code of 1972, the City advertised for proposals for the collection and proper disposal or recycling of waste tires; and

WHEREAS, the City received only one proposal in response to its solicitation, which was from MS Tire Recycling; and

WHEREAS, MS Tire Recycling proposes to perform services at the following costs:

1. Providing for the collection, removal, transportation, disposal, and recycling of tires from the City’s Solid Waste Facility in Byram, I-55 South Frontage Road, once every thirty (30) days or within forty-eight (48) hours of a request by the Solid Waste Division for pick-up. \$200.00 per ton.
2. Supplying a collection trailer as requested for period one day (usually a Saturday) “Used Tire Collection Day” and also transporting, disposal, and recycling of the tires from the event (2-3 times a year). \$275.00 per ton.
3. Removing, transporting, disposing of, and recycling of tires from selected waste tire abatement sites or from designated locations (50 or more tires) upon the direction of the Solid Waste Division (approximately 10 times a year). \$275.00 per ton.
4. Providing disposal and recycling services for tires brought to the Contractor by the Solid Waste Division. \$200.00 per ton.
5. Removing, transporting, disposing of, and recycling of an estimated number of tires from City facilities upon City notification to Contractor. \$200.00 per ton; and

WHEREAS, in addition to the services being provided, MS Tire Recycling LLC agrees provide the City with a tire hauling manifest within seven (7) days of hauling tires from a site, which documents that the tires were taken to a properly permitted or authorized site for recycling or disposal; and

WHEREAS, MS Tire Recycling LLC shall be responsible for providing or contracting with a properly permitted or authorized recycling facility or facilities; and

WHEREAS, MS Tire Recycling LLC shall be responsible for providing a properly permitted collection/transfer facility, which may be used to temporarily store waste tires for up to forty-eight (48) hours; and

WHEREAS, the Solid Waste Division of the Department of Public Works has reviewed the proposal and determined it would be advantageous to the City to accept the proposal of MS Tire Recycling LLC; and

WHEREAS, the annual cost of the agreement is contingent upon the volume of waste tires handled by the contractor; and

WHEREAS, in the recent past, approximately \$100,000.00 has been spent annually for the City's waste tire collection and disposal or recycling services; and

WHEREAS, pursuant to the Request for Proposals, the term of the Request for Proposals, the term of the agreement shall be three (3) years with two one-year extensions exercisable at the sole option of the City, which extensions will be automatically deemed exercised unless the City provides notice thirty (30) days prior to the expiration of the initial term or the first extension year that the City intends to end the agreement; and

WHEREAS, the Solid Waste Division of the Department of Public Works recommends that the governing authorities accept the proposal of MS Tire Recycling.

IT IS, THEREFORE, ORDERED that the proposal of MS Tire Recycling LLC is accepted and that the Mayor is authorized to execute an agreement with said company consistent with the terms of the proposal received and the terms set forth above.

IT IS FURTHER ORDERED that Mayor is authorized to execute any and all related necessary documents to implement the agreement.

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

President Foote recognized **Terry Williamson, Office of the City Attorney and Lakeisha Weathers, Solid Waste Manager** who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET).

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the West Capitol Street from Boling Street to Prentiss Street; and

WHEREAS, during construction, far more sewer repairs were required than originally anticipated and the contractor discovered concrete pavement beneath the asphalt that increased the quantities of asphalt anticipated for construction; and

WHEREAS, the additional sewer repairs and the use of additional asphalt to compensate for presence of the concrete pavement resulted in the originally approved contract amount being reached before the completion of the project as designed; and

WHEREAS, after very significant and lengthy discussions with the consultant, the contractor, City staff, and the Municipal Sales Tax Commission, the Commission agreed to fund \$2.2 million to complete the construction of the Cap; and

WHEREAS, the Department of Public Works recommends acceptance of Supplemental Agreement #2 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract of Hemphill Construction Company, Inc. for the West Capitol Street Project from Boling Street to Prentiss Street, increasing the contract by an amount not to exceed \$2,187,531.38 and increasing the contract time by 132 calendar days.

Vice President Lee moved adoption; **Council Member Lindsay** 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, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING TASK ORDER 3A TO A PROFESSIONAL GENERAL ENGINEERING SERVICES AGREEMENT WITH WEI/AJA, LLC FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES FOR A TERM BEGINNING OCTOBER 1, 2022 THROUGH MARCH 31, 2023.

WHEREAS, the City of Jackson Department of Public Works requires program management services to assist with meeting the requirements of the City's Clean Water Act Consent Decree with the United States of American and the state of Mississippi; and

WHEREAS, the Department of Public Works requested WEI/AJA, LLC, whose principal office address is 143-A LeFleurs Square, Jackson, MS 39211, to provide a proposal for general engineering services to assist the City of Jackson with Consent Decree Program Management Services; and

WHEREAS, initial term of the contract is for four years, with two, two-year options at the conclusion of the initial term exercisable upon the mutual agreement of the parties; and

WHEREAS, work under the contract will proceed based on a series of Task Orders negotiated by the parties; and

WHEREAS, the City recently approved ratification of Task Order 2 for consent decree program management services in an amount not to exceed \$2,210,340.00 provided funding for the services for fiscal year 2022, beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, due to negotiations with the U.S.E.P.A. and the United States Department of Justice, the Department of Public Works is uncertain about the future management of operations of the Water-Sewer Utility, such that the Department recommends limiting the length of a new task order for Fiscal Year 2023 to a term of six months; and

WHEREAS, WEI/AJA, LLC recently proposed Task Order 3 for Fiscal Year 2023 in the amount \$1,336,512.00; and

WHEREAS, the Department of Public Works recommends a Task Order 3A with WEI/AJA, LLC for a term of October 1, 2022 through March 31, 2023 in an amount not to exceed \$678,256.00.

IT IS, THEREFORE, ORDERED that Task Order 3A, under the existing General Engineering Services Agreement for Consent Decree Program Management Services, in an amount not to exceed \$678,256.00, which reflects services be performed between October 1, 2022 through March 31, 2023 is authorized.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Robert Lee, Interim City Engineer and Terry Williamson, Legal Counsel who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A GRANT APPLICATION FOR SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS TO THE NATIONAL PARK SERVICE OF THE U.S. DEPARTMENT OF INTERIOR FOR A HISTORIC PRESERVATION PROJECT FROM THE AMERICAN CIVIL RIGHTS PROGRAM.

WHEREAS, the African American Civil Rights (AACR) Grant Program is administered by the National Park Service U.S. Department of the Interior; and

WHEREAS, the goal of the National Park Service AACR Grant Program is to preserve and protect sites associated with the struggle for equality from the transatlantic slave trade forwards; and

WHEREAS, the U.S. Congress has appropriated \$21,750,000.00 for the AACR Grant Program in Fiscal Year 2022; and

WHEREAS, the city of Jackson’s City Hall is listed on the National Register of Historic Places; and

WHEREAS, the City of Jackson Department of Planning will submit a grant application to the National Park Service U.S. Department of the Interior for the repair and rehabilitation of the historic City of Jackson City Hall according to the Secretary of the Interior’s Standards for Archaeology and Historic Preservation.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:The Mayor and the Department of Planning and Development will submit a grant application for up to \$750,000.00 to the National Park Service of the U.S. Department of the Interior for the repair and rehabilitation of the Jackson City Hall according to the Secretary of the Interior’s Standards for Archaeology and Historic Preservation.

Vice President Lee moved adoption; Council Member Hartley 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, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH METRIX SOLUTIONS, LLC TO ACQUIRE THE BARRACUDA ESSENTIAL LICENSE AND EMAIL IMPERSONATION PROTECTION AND PHISHING ATTACK TO PREVENT PERSONALIZED FRAUD ATTACKS TO THE CURRENT EMAIL SYSTEM, OFFICE 365 OUTLOOK.

WHEREAS, the Department of Information Technology recommends that the City of Jackson purchase a three-year Barracuda Essential License Subscription with the additional features of Email Impersonation Protection and Phishing Attack and Incident Response Protection that allows direct integration with the City of Jackson's current email system, Office 365 Outlook, to prevent personalized fraud attacks that traditional email gateways cannot detect in real-time; and

WHEREAS, there have been instances where an employee receives a "spook email," which is a technique used in spam and phishing attacks to trick users into thinking a message came from a person or entity they either know or trust; and

WHEREAS, scammers will use email spoofing to help disguise themselves as a supervisor or financial organization to trick users into performing some type of action. Scammers use this method of deception to target employee's financial information and bank accounts; and

WHEREAS, the Department of Information Technology recommends that the Jackson City Council authorize the Mayor to enter into a three-year Master Services Agreement with Metrix Solutions, LLC, located at 190 East Capitol Street, Suite 175, Jackson, Mississippi, 39201; and

WHEREAS, the Department of Information Technology recommends that the City of Jackson purchases the Barracuda Essential License and additional features from GAS MAS Contract 47QTCA19D00MM with TD Synnex Corporation through the authorized reseller, Metrix Solutions, LLC, in an amount not to exceed \$364,167.00; and

WHEREAS, Section 31-7-59(1) of the Mississippi Code Annotated, as amended, states, "Any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Service; and

WHEREAS, Section 31-7-59(2) further states, "The aforesaid supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of General Services does not have same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, the Department of Information Technology represents that Metrix Solutions, LLC is an authorized reseller of the aforesaid products and that Metrix Solutions' proposed purchase price is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, Metrix Solutions has proposed a three-year Master Services Agreement with the following terms and conditions:

1. **Services.** Metrix will provide consulting, training, systems and/or other services to customer as set forth in the Statement of Services (collectively, the "Services") on the terms and conditions set forth herein.
2. **Independent Contractor.** All Services performed by Metrix under any Agreement constitute Services as an independent contractor and not as an agent or employee of Customer. Nothing in any Agreement shall be construed to deem the parties to be acting as partners or joint ventures.

3. Term. This Agreement shall commence on the date of execution by the parties and remain in effect until three years from the date of execution unless otherwise terminated as set forth herein. Paragraphs 7, 8, 9, 10, 12, 13 and 14 shall survive termination of all Agreements.

4. Termination. Each Agreement may be canceled and terminated by either party upon thirty (30) day's advance written notice to the other party. In the event either party terminates an Agreement, Customer shall be fully responsible for (a) any and all Services provided by Metrix prior to termination; (b) the quoted price for any equipment or other materials supplied by Metrix; (c) the quoted price for any non-returnable equipment or materials ordered or purchased by Metrix for Customer; (d) any restocking or other expenses incurred by Metrix which are related to the return of any equipment or materials; and (e) any other expenses or charges incurred by Metrix in providing or in anticipation of providing the Services.

5. Pricing and Payment. The parties agree to the pricing and payment terms set forth in the Statement of Services. All prices and fees are exclusive of applicable taxes and Customer agrees to be responsible for all such taxes. Any payments not made to Metrix in accordance with the terms on the Statement of Services shall be assessed a late fee of one and one-half percent (1.5%) per month or, if lower, the highest legal rate allowed.

6. Customer Representative. Customer shall designate in writing one primary and one alternative representative at each Customer location during the term of an Agreement. These representatives shall have the authority to act on behalf of the Customer. Customer shall notify Metrix in writing in the event either the primary or alternative representative is replaced. The initial representatives are designated in the Statement of Services.

7. Warranties. Metrix hereby assigns to Customer all manufacturers' standard warranties with respect to any equipment purchased by Customer.

8. Non-Solicitation of Employees. Customer agrees not to solicit for employment or hire any employee of Metrix during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Metrix. If, upon prior written approval by Metrix, an employee terminates employment with Metrix in order to accept employment with Customer, Customer will then disburse to Metrix an amount equal to a six-month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.

9. Assignment. Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Metrix. Metrix may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. Proprietary Rights. All or portions of the information and materials to be supplied by Metrix hereunder, including, but not limited to, any programs or software materials and related documentation, are owned by Metrix and/or others and are proprietary in nature. Customer shall protect such information at least to the extent that it protects its own proprietary information, shall not use such information except for the purposes for which it is being made available as set forth in this Master Agreement or any Agreement and shall not reproduce, print, disclose reverse engineer or otherwise make said information available to any third party, in whole or in part, in whatever form, except as provided herein, and as may be reasonably required for Customer to provide its services to its clients as contemplated by an Agreement.

11. Confidentiality. Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise

("Confidential Information") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice received by Metrix within 180 days from the date Customer knew or should have known of the matter which is the subject of the dispute or claim.

12. Force Majeure. Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Metrix shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Metrix's time for performance under any Agreement shall be extended accordingly.

13. Notices. Any notice and similar communications concerning this Master Agreement or any Agreement shall be in writing, and shall be either (a) delivered in person, or (b) sent to the other party by certified mail with return receipt requested or recognized overnight courier or (c) sent by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties' respective addresses set forth below or at such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered in accordance with clause (a) above or sent in accordance with clauses (b) or (c) above.

Notices to Metrix shall be addressed to:

Jill M. Beneke, President & CEO Metrix Solutions, LLC
190 East Capitol Street, Suite 175
Jackson, MS 39201
Phone: (601) 352-2120
Fax: (601) 510-9718

Notices to Customer shall be addressed as shown below Customer's signature hereto.

14. Governing Law. This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.

15. Severability. If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

16. No Waiver. No delay or failure of Metrix or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.

17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Reliance by Third Parties. Neither this Master Agreement nor any Agreement is intended to confer upon any person other than Customer any rights or remedies.

19. Authority to Enter into Agreement. Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master Agreement or

Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.

20. Entire Agreement. This Master Agreement and any Agreements and appendices or attachments hereto set forth the entire understanding and agreement of the parties and supersedes all other agreements and communications whether written or oral. Neither this Master Agreement nor any Agreement may be modified except by written amendment signed by an authorized representative of both parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a three-year Master Services Agreement with Metrix Solutions, LLC for the Barracuda Essential License Subscription with the additional features of Email Impersonation Protection and Phishing Attack and Incident Response Protection that allows direct integration with the City of Jackson's current email system, Office 365 Outlook, and maintenance at a cost not to exceed \$364,176.00, beginning upon execution of the Master Services Agreement and shall remain in effect up to three years from the date of execution, subject to ratification or approval by the successor board.

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

President Foote recognized **Muriel Reid, 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, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

President Foote recognized **Council Member Banks** who moved, seconded by **Vice President Lee** to add an item to the agenda on an emergency basis, Order reviewing and continuing August 29, 2022 State of Emergency. The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item: **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY**: Hearing no objections, the Clerk read the following:

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds.

NOW, THEREFORE, IT IS ORDERED that we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration Agenda Item No.: 40:

ORDER AUTHORIZING PERSONNEL ACTIONS. **President Foote** stated that said item would be taken up later in the meeting.

There came on for Discussion, Agenda Item No. 41:

DISCUSSION: GROVE PARK: (UPDATE): **President Foote** recognized **Council Member Grizzell**, who requested an update on the status of Grove Park Golf Course. **President Foote** then recognized **Ison Harris, Director of Parks of Recreation**, who gave a brief overview of this item.

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

DISCUSSION: WALTER DUTCH WELCH: (UPDATE): **President Foote** recognized **Council Member Grizzell**, who requested an update on the status of the Walter Dutch Welch underpass. **President Foote** then recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview of this item.

There came on for Discussion, Agenda Item No. 43:

DISCUSSION: CITY RFP FOR 3RD PARTY WATER PLANTS MANAGER: **President Foote** stated this item would be taken up later in the meeting.

There came on for Discussion, Agenda Item No. 44:

DISCUSSION: JACKSON REDEVELOPMENT AUTHORITY (JRA): President Foote stated said item would be tabled due to the absence of Council Member Stokes.

There came on for Discussion, Agenda Item No. 45:

DISCUSSION: MARY C. JONES SCHOOL: President Foote stated said item would be tabled due to the absence of Council Member Stokes.

There came on for Discussion, Agenda Item No. 46:

DISCUSSION: BOBBY RUSH BLVD: President Foote recognized Council Member Hartley, who requested an update on the status of the Bobby Rush Blvd renaming. President Foote then recognized Robert Lee, interim City Engineer, who gave a brief overview of this item.

There came on for Discussion, Agenda Item No. 47:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Foote and the City Council members discussed to continue the emergency.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Foote stated that all City Council members had received the monthly financial report for review.

Council Member Hartley moved, seconded by Vice President Lee to go into Closed Session to take up Agenda Items 39 and 43. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Personnel Actions” and Agenda Item No. 43.

During Closed Session, Council Member Hartley moved, seconded by Vice President Lee to go into Executive Session regarding “Personnel Actions” and “Prospective Litigation”. The motion prevailed by the following vote:

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

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

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

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. 40:

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 25, 2022.

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on November 8, 2022. At 12:37 p.m., the Council stood adjourned.

PREPARED BY:

Shaekia Masley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 11/22/2022
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

Angela Harris
CITY CLERK

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 8, 2022 10:00 A.M.**

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on November 8, 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; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Rev. John E. Cameron, Sr. of Mt. Calvary M.B. Church**

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

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

RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD.

President Foote recognized **Lakesha Weathers, Solid Waste Manager**, who provided a brief overview of said item.

President Foote recognized **Ricky Moore**, who provided a brief overview of said item.

There was no opposition from the public.

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

- **Oliver O'quinn** expressed concerns regarding drainage problems in the Broadmoor neighborhood.
- **Brenda Scott** expressed concerns regarding city employees and raises.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD OCTOBER 11, 2022 FOR THE FOLLOWING CASES:

22-1911 22-1898 22-1897 22-396 22-1879 22-387