

REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 17, 2022 2:30 P.M.

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 10:00 a.m. on Tuesday, October 25, 2022. At 4:41 p.m., the Council stood adjourned.

PREPARED BY:

Shanikia Wiley-Spencer
CLERK OF COUNCIL

APPROVED:

Walter Lee, 11/8/2022
COUNCIL PRESIDENT DATE
Walter Lee

MAYOR

ATTEST:

Jessica Harris
CITY CLERK

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 of 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 subtle, 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

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. Lummumba, 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.

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'

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #19044 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



*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. 701 WOODLAKE DRIVE JACKSON, MS 39206
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LOCATION: 220 W. PASCAGOULA ST. & 226 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 CHECKLIST	CODE ENFORCEMENT OFFICER CHECKLIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NIP AUTHORIZED BY: _____ DATE: _____
 INSPECTED BY: _____ DATE: _____
 CAO: _____ 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 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
FUND	ACCOUNTS PAYABLE
FUND	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 REVVO	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.**

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	TO
	ACCOUNTS PAYABLE	PAYROLL
	FUND	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

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 CELCO 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 Celco 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

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 C060V254559
LICENSOR SITE NAME #4 TOWER/FS7

EXHIBIT B-3

Licenses are authorized to install the following equipment on the Tower:

- 6 Commiscope NHH-65C-R2B antennas, or like kind @ 161' centerline
- 3 Samsung B2/B66A RRR-RR049 (RFV01C-D1A), or like kind
- 3 Samsung B5/B13 RRR-RR04C (RFV01C-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 B-3

LICENSEE SITE NAME/NUMBER JSN North State Street/254575
LICENSOR SITE NAME: Beasley Road (#29)

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_6516DS-VTM antennas, or like kind @ 149' centerline;
- 3 Samsung B2/B66A RRH-BR049 (RRV01U-D1A), or like kind;
- 3 Samsung B5/B13 RRH-BR04C (RRV01U-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: 111 Freestation #11 / 22 Riverside Tower
Licensee Site Name/Number: 111 Freestation #11/201691; Downtown Jackson / 197735

Exhibit "D-3"

Licensee is authorized to install the following equipment on the Tower at Freestation #11 Tower (Licensee: Ferry Road aka Fire Station #11 / 201691):

- 3 Andrew LBX-6518DS-VTM antennas, or like kind @ 192' centerline;
 - 3 Andrew LNX-6516DS-VTM antennas, or like kind @ 192' centerline;
 - 3 Andrew HRXX-6517-DS-VTM antennas, or like kind @ 192' centerline;
 - 3 AWS Remote Radio Heads, or like kind, with Licensee's antennas;
 - 1 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 (RRV01U-D1A), or like kind;
 - 3 Samsung B5/B13 RRH-BR04C (RRV01U-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

- 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 I-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 I-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

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

· 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.

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

109

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

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

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, 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

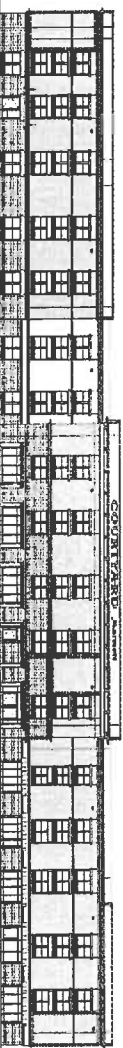
WHEREAS, pursuant to the contracts, Grace House, Inc. expended all of their contract allocated funds (\$695,495.00) by February, 2022; but, due to staffing shortage and training, Mississippi United to End Homelessness (MUTEH) will not be able to expend all allocated funding (\$695,495.00) by end of contract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

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



POTENTIAL SIGNAGE LOCATIONS - TYPICAL HOTEL (3)

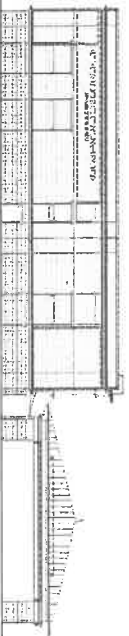
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 CITY OF FAYETTEVILLE

HOTEL ALT - North/South/East/West Elevations
 08/26/2022 11

HOTEL ELEVATION NOT TO SCALE. ELEVATION OR PHOTOGRAPHY IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT THE FINAL DESIGN OR CONSTRUCTION OF THE PROJECT.

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



POTENTIAL SIGNAGE LOCATIONS - TYPICAL HOTEL (3)

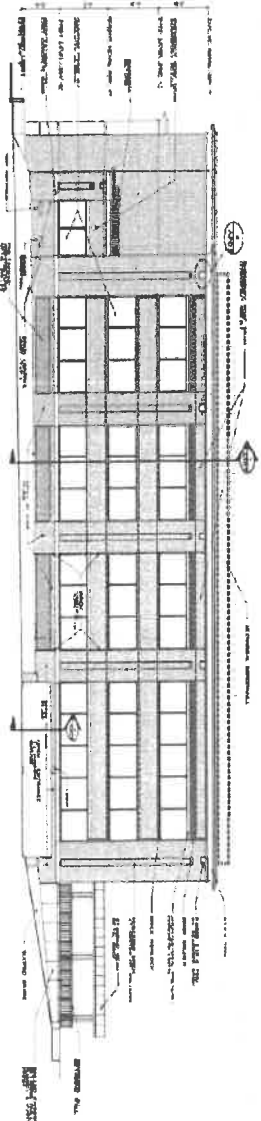
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HOTEL ALT - North/South/East/West Elevations
 08/26/2022 12

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



POTENTIAL SIGNAGE LOCATIONS

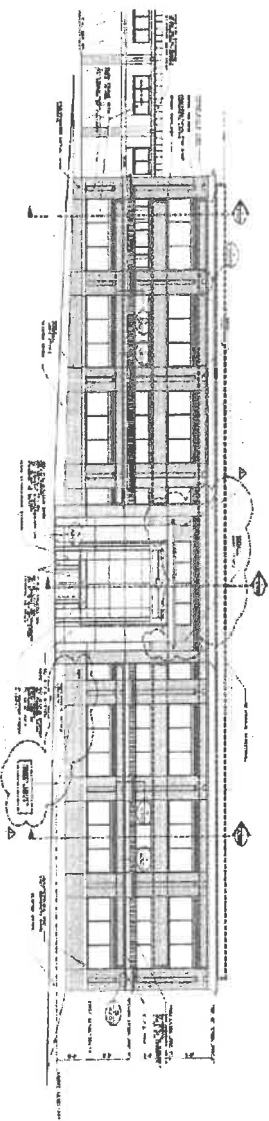
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1400 BLDG - SOUTH ELEVATION
 08/26/2022 13

HOTEL ELEVATION NOT TO SCALE. ELEVATION OR PHOTOGRAPHY IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT THE FINAL DESIGN OR CONSTRUCTION OF THE PROJECT.

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



POTENTIAL SIGNAGE LOCATIONS

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 CITY OF FAYETTEVILLE

1400 BLDG - WEST ELEVATION
 08/26/2022 14

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

Section E

POTENTIAL SIGNAGE LOCATIONS

SOUTH BLDG NORTH ELEVATION
 08/26/2022

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 OFFICE PARK

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

Section E

POTENTIAL SIGNAGE LOCATIONS

SOUTH BLDG - WEST ELEVATION
 08/26/2022

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Meadowbrook
 OFFICE PARK

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

Section E

POTENTIAL SIGNAGE LOCATIONS

NORTH BLDG - WEST ELEVATION
 08/26/2022

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Meadowbrook
 OFFICE PARK

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

Section E

POTENTIAL SIGNAGE LOCATIONS

NORTH BLDG - SOUTH ELEVATION
 08/26/2022

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 OFFICE PARK

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

125

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.

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

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(f) 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

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.

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 47QTCA19DD00MM with TD Symnex 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.

("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

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.

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

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:

Shackie W. Mosley-Spicer
CLERK OF COUNCIL

APPROVED:

W. R. Foote, 11/22/2022
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

Shackie W. Mosley-Spicer
CITY CLERK
