

**SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 4, 2024 10:00 A.M.**

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**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:00 a.m. Monday, March 4, 2024 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to execute a license agreement with the University of Mississippi Medical Center to host the UMMC Match Day Ceremony on March 15, 2024 at Thalia Mara Hall. (2) Order amending the fiscal year 2023-2024 Municipal Budget of the Department of Administration and Finance. (3) Resolution of the City Council of Jackson, Mississippi opposing SB2628 as passed out of the Accountability, Efficiency, and Transparency Committee of the Mississippi Senate. (4) Order authorizing T-Mobile to upgrade its towers. (5) Discussion: Potential Litigation. The meeting was convened in the Council Chambers located at 219 S. President Street at 10: 00 a.m. on March 4, 2024 being the first Monday of said month, when and where the following things were had and done to wit:

**Present:** Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1, Brian Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff, Louis Wright, Chief Administrative Officer, Fidelis Malembeka, Chief Financial Officer, Shanekia Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

**Absent:** Kenneth I. Stokes, Ward 3, and Vernon Hartley, Ward 5.

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

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**President Banks** announced that the meeting stand in recess until 11:00 a.m. due to technical difficulties with the system. Hearing no objections, the meeting was recessed.

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**President Banks** reconvened the recessed meeting at 11:00 a.m.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER TO HOST THE UMMC MATCH DAY CEREMONY ON MARCH 15, 2024 AT THALIA MARA HALL.**

**WHEREAS**, the governing authority for the city of Jackson authorized the Mayor to execute contracts between Thalia Mara Hall and concert promoters and venue rentals by vendors in advance of council approval; and

**WHEREAS**, simultaneously, the governing authority preapproved a standard License Agreement when hosting any event at Thalia Mara Hall; and

**WHEREAS**, the University of the Mississippi Medical Center ("UMMC") requests to host its Match Day Ceremony at Thalia Mara Hall on March 15, 2024, from 12:00 p.m. to 4:00 p.m.; and

**WHEREAS**, UMMC has proposed several revisions to the preapproved License Agreement; and

**WHEREAS**, as a condition precedent of leasing Thalia Mara Hall, a licensee shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this License Agreement; and

**WHEREAS**, however, UMMC is a state agency and has been authorized for coverage by the Mississippi Tort Claims Board; therefore, UMMC will provide the city with proof of insurance in the form of a valid certificate of insurance attesting to the existence of coverage by the Mississippi Tort Claims Fund; and

**WHEREAS**, a copy of UMMC's Certificate of Coverage is attached and made a part of the minutes; and

**WHEREAS**, furthermore, concessions, including all food and beverage, are strictly forbidden inside the theatre. If UMMC wants to have concessions allowed into the theatre with patrons, UMMC must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the city of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) – confetti, liquid substance, or streamers – the designated contractor must be utilized for such cleanup; and

**WHEREAS**, the city is responsible for providing documentation (face of contract or other artifact) that the event is booked for the venue at the time and date listed in this contract. The city will provide such documentation before the event is to go to the public. If the city does not provide adequate documentation, UMMC reserves the right to terminate the License Agreement; and

**WHEREAS**, UMMC shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with violation of the State of Mississippi and the City of Jackson laws and ordinances. In the event that the UMMC allows beer, wine, or liquors of any kind to be sold, given away, or used upon said premises, UMMC shall assume the responsibility of all parties serving alcohol on the premises. UMMC shall ensure they receive a copy of the required licenses prior to the event and must have licenses posted at all times during the event; and

**WHEREAS**, a copy of the proposed License Agreement is attached and made a part of the minutes; and

**WHEREAS**, UMMC agrees to pay one thousand dollars (\$1,000.00) as the base usage rate to host the Match Day Ceremony at Thalia Mara Hall.

**IT IS ORDERED**, that the Mayor is authorized to execute a License Agreement with the University of Mississippi Medical Center to host the Match Day Ceremony on March 15, 2024, at Thalia Mara Hall.

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**THALIA MARA HALL  
CITY OF JACKSON MUNICIPAL AUDITORIUM  
JACKSON, MISSISSIPPI**

**LICENSE AGREEMENT**

This license agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Jackson, a municipal corporation of the State of Mississippi, hereinafter called the LICENSOR through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LICENSEE, and:

Firm Name: University of Mississippi Medical Center  
School of Medicine  
Office of Student Affairs  
Contact Person: Tressie Nichols  
Address: 2500 N. State Street  
Jackson, MS 39276  
Phone No.: (601) 815-6441  
Email: [tnichols@umc.edu](mailto:tnichols@umc.edu)

hereinafter called the LICENSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LICENSOR does hereby devise and license unto LICENSEE and LICENSEE does hereby license and take Thalia Mara Hall situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of the following and for no other purpose whatsoever without the express written consent of the LICENSOR:

**UMMC Match Day Ceremony**

Dates and times of occupancy:

Date: March 15, 2024  
Commencing at: 12:00 p.m.  
Terminating at: 4:00 p.m.

(Describe Purpose in Detail)

3/15/24 Performance 12:00 p.m. – 4:00 p.m. 1000.00

IT IS MUTUALLY AGREED between the parties as follows:

1. License

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UMMC Match Day Ceremony

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LICENSOR HEREBY AGREES to use the above-named facilities at the base usage rate of \$1000.00 for the license of licensed space or 0% of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LICENSEE HEREBY AGREES to pay a restoration fee of \$3.00 per ticket.

LICENSEE agrees to pay \$150.00 as the deposit with the return of the signed agreement, and further agrees to additional payments as follows:

\$850.00 no later than March 1, 2024, and

Balance of 10% net ticket sales is due at intermission.

**LICENSEE AGREES TO MAKE SUCH DEPOSITS AND PAYMENTS BY CERTIFIED CHECK, MONEY ORDER, OR COMPANY CHECK (NOT CONSIDERED A PAYMENT UNTIL VERIFICATION OF FUNDS DURING BANKING BUSINESS HOURS)**

LICENSEE HEREBY COVENANTS AND AGREES to pay the LICENSOR at its offices in the said building for the license of the said premises the sum of:

One thousand dollars (\$1000.00) to be paid as follows: by Company Check, a deposit of one hundred fifty dollars (\$150.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and eight hundred fifty dollars (\$850.00) on or before one o'clock P.M. of March 1, 2024;

To pay such sum or sums by Company Check at the office of the Thelma Mara Hall Manager;

To pay said LICENSOR on demand any sum which may be due to said LICENSOR for addition services, accommodations or material furnished or lent to said LICENSEE, as stated therein;

To cause the said premises to be kept clean and generally cared for during the said term;

To quit and surrender up said premises to the LICENSOR at the end of the said term in the same condition as it was at the date of the commencement of this license, ordinary license and wear expected; and

To abide by and conform with all rules and regulations from time to time adopted or prescribed by the LICENSOR for the management of said facilities.

**2. ADDITIONAL FEE FOR SERVICES, EQUIPMENT, MATERIALS, ETC.**

LICENSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment and materials required for the presentation of this event.

**3. SUBSEQUENT REQUESTS BY LICENSEE**

LICENSEE, over the signature solely of such authorized officer as executes this license agreement on behalf of LICENSEE, may make additional requests within a reasonable time according to the nature of the request subject, to the discretion and approval of LICENSOR, the compliance with or performance of, such request to be at the sole expense of LICENSEE.

**4. COMPLIMENTARY TICKETS**

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LICENSEE agrees to deliver to LICENSOR or its duly authorized agent, free of charge, just admission tickets for each performance where the premises are open to the public and trade during the term of this agreement.

**5. COMPLIANCE WITH LAWS**

Said LICENSEE shall comply with all laws of the United States the State of Mississippi, all ordinances of the City of Jackson, Mississippi, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Jackson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of any such laws, ordinances, rules or regulations. If the attention of said LICENSEE is called to any such violation on the part of the LICENSEE, or of any person employed by or admitted to said premises by said LICENSEE, such LICENSEE will immediately desist from and correct such violation or be subject to the applicable penalties for such violation.

**6. ACCEPTANCE OF SAID PREMISES**

LICENSEE represents and warrants that it has inspected the license premises and equipment to the extent LICENSEE deems necessary, and that same are in proper condition and adequate for the license contemplated and agreed upon in the license contract by LICENSEE. The LICENSEE at the end of the said term will surrender the premises in the same condition as it was at the date of the commencement of this license, ordinary license and wear expected.

**7. VACANCY**

If any part of the said premises shall become vacant during the term of this agreement Licensor its representative may reenter the same by any necessary means without being liable. The LICENSOR may, at its option, relet the premises as the agent of the LICENSEE and receive the license fee. LICENSOR will apply the license fee and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of fees, additional license fees or other amounts due LICENSOR hereunder, and the surplus, if any, shall be paid over to the LICENSEE. LICENSEE covenants and agrees to pay LICENSOR, on demand the balance, if any, of the license fees herein agreed to be paid remaining after deducting the net fees resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LICENSOR to so relet or attempt to relet said premises or in any way affect the obligation of LICENSEE to pay the full amount set forth in this agreement in the event the premises shall be so relet.

**8. LICENSE OF REMAINDER OF PREMISES**

LICENSEE understands and agrees that during the term of this agreement LICENSOR may license or permit to license or cause to be licensed for other LICENSEES any portion of the premises not licensed to LICENSEE. LICENSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary license by others of any portion of the premises not covered by this agreement.

**9. CONTROL OF PREMISES**

The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of LICENSEE.

**10. UTILITIES**

LICENSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

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JMMC/Match Day Ceremony*

**11. LICENSE OF PREMISES**

LICENSEE shall indemnify to the extent allowed by law and hold LICENSOR harmless from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the license or occupancy of the facilities and premises hereinabove described, whether such license is authorized or not, by any act or omission of LICENSEE or any of its officers, agents, employees, guests, patrons, or invitees and also, LICENSEE shall pay for any and all damage to the property of LICENSOR, or loss or theft of such property, done or caused by such persons.

**12. INSURANCE**

LICENSEE shall provide the LICENSOR with proof of insurance in the form of a valid certificate of insurance attesting to the existence of coverage by the Mississippi Tort Claims Board. The Tort Claims Fund provides protection for tort claims against UMMC employees and agencies subject to terms and limitation established by law.

LICENSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Jackson shall in no way or manner diminish or affect the duties, obligations, or responsibilities of LICENSEE.

**13. CONCESSIONS**

LICENSEE specifically has the right to all concessions, including but not limited to TOBACCO, confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LICENSEE, or any artist performing pursuant to the License Agreement shall be required to make a written agreement with LICENSOR regarding the selling of souvenirs programs, records, tapes or other such items, or the authorized representative of LICENSOR which shall be LICENSEE shall provide LICENSOR not less than five (5) days written notice prior to any performance at which LICENSEE will be asked to vend items for sale.

LICENSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LICENSOR and then only in strict accordance with the catering policies of LICENSOR. LICENSEE shall not sell or dispense food, drink, or other article without the prior consent of LICENSOR. If LICENSEE intends to vend food/beverage, LICENSEE must provide Certificate of Insurance, at least ten (10) days prior to in date of the as a condition precedent of the leasing of the above described facilities and premises and to the LICENSEE'S taking possession of said premises and facilities. LICENSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this usage with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

Concessions, including all food and beverage, is strictly forbidden from inside the theatre. If the LICENSEE wants to have concessions allowed into the theatre with patrons, LICENSEE must have the theatre professionally cleaned after the event, by a contractor that is designated and contracted through the city of Jackson. For events with additional stage clean-up resulting from the expressed (but not limited to) - confetti, liquid substance, or streamers - the designated contractor must be utilized for such cleanup.

**14. HAZARDS**

LICENSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or

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any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenants under LICENSOR'S control or which would cause injury or annoy such other tenants in any manner.

**15. DISASTERS**

LICENSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LICENSOR shall have the right as it may determine in its sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LICENSOR, in its discretion may deem necessary or appropriate in accordance with federal, state, and municipal emergency laws.

**16. FORCE MAJEURE**

LICENSOR and LICENSEE shall be excused from performance of any or all of its obligations hereinunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, epidemics, pandemics or any other cause beyond the reasonable control of LICENSOR.

**17. TICKET SALES AND ADMISSION FEES**

LICENSOR reserves the right to operate the box office at the City of Jackson Municipal Auditorium on behalf of LICENSEE for which service LICENSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LICENSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LICENSEE. LICENSOR will furnish LICENSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LICENSEE with a complete transcription of ticket sales at time of settlement with LICENSEE.

LICENSEE is responsible for providing documentation (face of contract or other artifact) that the specified acts for the aforementioned event have been booked for our venue at the time and date listed in this contract. LICENSEE will provide such documentation before the event is to go on-sale to the public. If LICENSEE does not provide adequate documentation, LICENSOR reserves the right to terminate this contract.

**18. CANCELLATION**

Should LICENSEE desire to cancel this LICENSE for any reason other than a Force Majeure event, all deposit monies shall become the sole property of LICENSOR. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses incurred by LICENSOR on behalf of LICENSEE for such cancellation.

**19. CAPACITY, INGRESS, EGRESS, ETC.**

LICENSEE shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to said premises so that the persons may safely or freely move about in said licensed areas, and the decision of LICENSOR in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

LICENSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LICENSEE or used for any purpose other than for

egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by LICENSEE. Water closets or other water apparatus shall not be licensed for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LICENSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles, and will keep said passageways clear at all times.

**20. SUBSTITUTION OF PERSONALITIES**

LICENSEE agrees that in the event the performance(s) contemplated under this License Agreement shall involve the personal appearance of such specific personality, group or attractions, no such substitution for such personality, group or attraction shall be made without the prior written consent within 48 hours to the LICENSOR.

**21. INFLAMMABLE LIQUIDS, ETC.**

LICENSEE shall not, without prior written consent of LICENSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than gas or electricity for illuminating the premises.

LICENSEE shall not use license, nor allow to be licensed, any open flame without the express written consent of LICENSOR.

**22. ALCOHOLIC BEVERAGES**

LICENSOR shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with violation of the State of Mississippi and the City of Jackson laws and ordinances. In the event that the LICENSOR allows beer, wine, or liquors of any kind to be sold, given away, or used upon said premises, LICENSEE shall assume the responsibility of all parties serving alcohol on the premises. LICENSOR shall ensure they receive a copy of the required licenses prior to the event, and must have licenses posted at all times during the event.

**23. DAMAGE TO PROPERTY**

LICENSEE shall not injure, deface, or cause harm in any manner to said premises. LICENSEE will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said buildings and will not make, nor allow to be made, any alterations of any kind therein.

LICENSEE agrees that if said premises or any portion of said premises, during the term of this license, shall be damaged by the act, default or negligence of LICENSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LICENSEE, LICENSEE shall pay to LICENSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LICENSEE or by or with consent of any person acting for or in behalf of said LICENSEE. LICENSEE and said LICENSEE agree to have on hand at all times sufficient trained security personnel to maintain order and to protect persons and property.

**23. POSTING OF ADVERTISING**

LICENSEE agrees not to post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front or on any part of said premises, except upon the regular billboards provided by LICENSOR therefore, and will license, post or exhibit only such signs, advertisements, show bills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be presented in said premises.

LICENSEE further agrees to take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LICENSOR, or its representative.

**24. CUSTODY OF ARTICLES LEFT ON PREMISES**

LICENSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LICENSEE or any person in the employ of LICENSEE shall not collect nor interfere with the collection or custody of such articles.

LICENSOR reserves the right to remove from the premises all effects remaining on said premises after time specified at the expense of LICENSEE.

**25. RADIO AND TELEVISION RIGHTS**

LICENSEE shall not enter into any agreements for the granting of radio or television rights or both in connection with the staging of any game, performance or event hereinafter without the prior written consent of LICENSOR.

**26. PUBLIC ADDRESS ANNOUNCEMENTS**

LICENSOR reserves the right to make public address announcements during intermission and at such time which would not unreasonably interfere with LICENSEE'S use of said premises, said public announcements to refer to "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of those attending the performance or which may be deemed necessary or appropriate by LICENSOR. LICENSEE is specifically prohibited from making public announcements, other than those which pertain to the event or performance itself, without prior written consent of LICENSOR. LICENSEE agrees to submit all public-address announcements which LICENSEE intends to make in writing. LICENSEE agrees that it will not make any public announcements, written or oral, relating to events conducted in other stadiums, arenas or buildings in competition with the licensed premises, without the prior written consent of LICENSOR.

**27. EXITING VENUE**

LICENSEE must remove all belongings and completely exit the venue upon the conclusion of event. No overnight lodging or stay is permitted.

**28. ASSIGNMENT OF RIGHTS**

LICENSEE shall not assign this license, nor suffer any license of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LICENSOR.

**29. WAIVER OF CLAIMS**

**SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 4, 2024 10:00 A.M.**

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To the extent authorized by applicable law, LICENSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this License Agreement.

LICENSEE hereby agrees that any sum due to said LICENSOR from said LICENSEE for the use of said premises, or any accommodations, services or materials shall be a first lien on the box office receipts of LICENSEE.

**30. CONTROL OF FUNDS AND RECEIPTS**

LICENSEE agrees that the LICENSOR is acting to accommodate the LICENSEE and for the sole benefit of the LICENSEE in the handling, control and custody, and keeping receipts and funds, whether the same are received through the box office or otherwise. LICENSOR shall be released from any liability pursuant to the Mississippi Tort Claims Act Section 11-46-1 ET> AL

**31. EXCULPATORY CLAUSE**

LICENSOR assumes no responsibility whatsoever for any property placed in the premises, and LICENSEE hereby releases and discharges LICENSOR from any and all liability for any loss, injury, or damage to person or property including death that may be sustained by reason of occupancy of said premises under this License Agreement. Loss, injury, or damage to person or property, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LICENSEE assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of LICENSEE'S exhibitors, contestants, performers, or those contracting with LICENSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LICENSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LICENSOR, either prior to, during or subsequent to the license of said premises by LICENSEE, LICENSOR and its officers, agents, and employees are acting solely for the accommodation of LICENSEE and shall not be liable for any loss, damage, or injury to or destruction of such property.

**32. VENUE**

As to this License Agreement, the venue for all matters of litigation, collections, mediation, or investigation and any other conflicting matters lies with any proper court of competent jurisdiction in Hinds County, Mississippi.

**33. MATTERS NOT COVERED**

LICENSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LICENSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written License Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Agreement.

**34. COVID-19 PANDEMIC PROVISIONS**

The LICENSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending

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this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LICENSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

LICENSEE agrees to adhere to and uphold all protocol set forth by the most current Executive Order of the City of Jackson regarding the COVID-19 pandemic. LICENSEE agrees to adequately notify all its patron of said protocol.

**35. GOVERNMENTAL ENTITY**

LICENSOR recognizes and acknowledges that LICENSEE, as a political subdivision of the State of Mississippi, is entering this agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

**36. SEVERABILITY**

If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision is would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF JACKSON, MISSISSIPPI  
AS LICENSOR:

BY:

\_\_\_\_\_  
Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

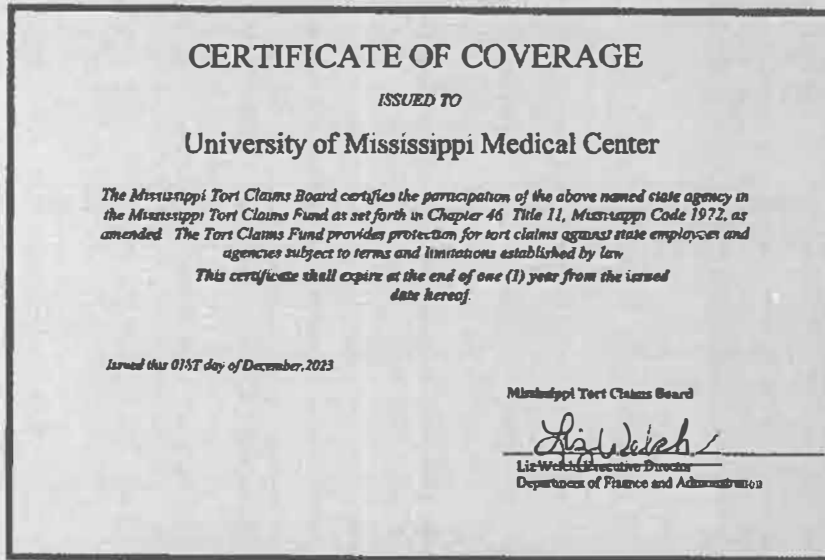
\_\_\_\_\_  
DATE

WITNESS:

\_\_\_\_\_  
AS LICENSEE:

\_\_\_\_\_  
DATE

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Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Mike Williams, Deputy Director of Human Cultural and Services, who provided a brief overview of said item.

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

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

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**ORDER AMENDING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET OF THE DEPARTMENT OF ADMINISTRATION AND FINANCE.**

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, the Department of Administration and Finance recommends that the governing authorities for the city of Jackson transfer a total of \$300,000.00 to support the Russell C. Davis Planetarium’s Marie Hoerner Endowment fund as part of the New Market Tax Credit deal to support the renovations to take place at the Planetarium; and

**WHEREAS**, the Department of Administration realizes there is a need to transfer \$300,000.00 and the department recommends that the Municipal Budget be revised to fund the renovations to take place at the Planetarium; and

**WHEREAS**, the Department of Finance and Administration recommends that the governing authority amend the Fiscal Year 2023-2024 city of Jackson budget to support the Market Tax Credits funding for the Planetarium project and necessitating the movement of these funds as follows:

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From Accounts	Account Description	To Account	Account Description	Amount Transferred
047 453.00 6812 <b>\$143,200</b>	Buildings & Structures	047-453.00 6753	Appropriations to Other Funds	\$143,200
047-453.00 6753 <b>\$143,200</b>	Appropriation to Other Funds	305-5914	Transfer in/From Other Funds	\$143,200
305-5914 <b>\$143,200</b>	Transfer in/From Other Funds	305-408.10 6760	Payments to Other Agencies	\$143,200
305-408.10- 6812 <b>\$14,860</b>	Buildings & Structures	305-408.10- 6760	Payments to Other Agencies	<b>\$14,860</b>
305-408.10- 6823 <b>\$72,285</b>	Improvements other than buildings – Engineering	305-408.10- 6760	Payments to Other Agencies	<b>\$72,285</b>
305-408.10- 6824 <b>\$13,434</b>	Improvements other than buildings – Construction	305-408.10- 6760	Payments to Other Agencies	<b>\$13,434</b>
305-408.10- 6846 <b>\$45,500</b>	Office Equipment Furniture and Fixtures	305-408.10- 6760	Payments to Other Agencies	<b>\$45,500</b>
305-408.10- 6847 <b>\$3,677</b>	Data Processing Equipment	305-408.10- 6760	Payments to Other Agencies	<b>\$3,677</b>
305-408.10- 6419 <b>\$7,044</b>	Other Professional Services	305-408.10- 6760	Payments to Other Agencies	<b>\$7,044</b>
				<b>TOTAL \$300,000</b>

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

**WHEREAS**, the Department of Administration found that this intradepartmental transfer of \$300,000.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the fiscal year 2023-2024 budget for the Department of Administration and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the department in the fiscal year 2023-2024 budget.



**SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 4, 2024 10:00 A.M.**

1102

**NOW, IT IS, THEREFORE ORDERED** that the Fiscal Year 2023-2024 budget be revised for the Department of Administration and Finance:

From Accounts	Account Description	To Account	Account Description	Amount Transferred
047 453.00 6812 <b>\$143,200</b>	Buildings & Structures	047-453.00 6753	Appropriations to Other Funds	\$143,200
047-453.00 6753 <b>\$143,200</b>	Appropriation to Other Funds	305-5914	Transfer in/From Other Funds	\$143,200
305-5914 <b>\$143,200</b>	Transfer in/From Other Funds	305-408.10 6760	Payments to Other Agencies	\$143,200
305-408.10- 6812 <b>\$14,860</b>	Buildings & Structures	305-408.10- 6760	Payments to Other Agencies	\$14,860
305-408.10- 6823 <b>\$72,285</b>	Improvements other than buildings – Engineering	305-408.10- 6760	Payments to Other Agencies	<b>\$72,285</b>
305-408.10- 6824 <b>\$13,434</b>	Improvements other than buildings – Construction	305-408.10- 6760	Payments to Other Agencies	<b>\$13,434</b>
305-408.10- 6846 <b>\$45,500</b>	Office Equipment Furniture and Fixtures	305-408.10- 6760	Payments to Other Agencies	<b>\$3,677</b>
305-408.10- 6847 <b>\$3,677</b>	Data Processing Equipment	305-408.10- 6760	Payments to Other Agencies	<b>\$7,044</b>
305-408.10- 6419 <b>\$7,044</b>	Other Professional Services	305-408.10- 6760	Payments to Other Agencies	<b>\$7,044</b>
			Payments to Other Agencies	<b>TOTAL \$300,000</b>

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

**President Banks** recognized **Mike Williams**, Deputy Director of Human Cultural and Services, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Hartley and Stokes.

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI OPPOSING SB2628 AS PASSED OUT OF THE ACCOUNTABILITY, EFFICIENCY, AND TRANSPARENCY COMMITTEE OF THE MISSISSIPPI SENATE.**

**WHEREAS**, the Council of the City of Jackson, as the governing authority of the City of Jackson, authorized the City to enter into an Interim Stipulated Order with the United States of America, effective November 29, 2022, which appointed Ted Henifin as the Interim Third-Party Manager for the City’s drinking water system and Water-Sewer Business Administration (the Drinking Water ISO); and

**WHEREAS**, the Drinking Water ISO is intended by the United States and the City to be an interim measure to increase the drinking water system’s stability while the parties negotiate a consent decree to achieve the long-term stability of the drinking water system; and

**WHEREAS**, this Drinking Water ISO was negotiated and agreed to among the City, the U.S. Department of Justice and the Environmental Protection Agency to help ensure that the residents of Jackson, Mississippi and Byram, Mississippi have a safe, affordable source of drinking water now and into the future; and

**WHEREAS**, the Council of the City of Jackson, as the governing authority of the City of Jackson, authorized the City to enter into a Stipulated Order on Sewer System (CWA Case) in the City’s pending Clean Water Act Consent Decree, effective October 5, 2023, which appointed Ted Henifin as the Interim Third-Party Manager for the City’s sewer system (the Sewer SO); and

**WHEREAS**, the Sewer SO is intended by the U.S. Department of Justice, the Environmental Protection Agency, the Mississippi Department of Environmental Quality, and the City of Jackson to address existing sanitary sewer overflows (SSO) that the City has not been able to address efficiently due to funding constraints and other state law restrictions while the parties negotiate a modification to the existing Consent Decree and formulate a transition plan that allows the City to adequately operate and maintain its sewer system and continue making the necessary capital improvements to come into compliance with the Clean Water Act and Mississippi state law; and

**WHEREAS**, the Accountability, Efficiency, and Transparency Committee of the Mississippi State Senate, chaired by Senator David Parker of DeSoto County, has passed out of committee Senate Bill 2628, drafted by Senator Parker of DeSoto County, which would cause the assets of the City’s water and sewer systems to be transferred to a utility authority controlled solely by appointees of the Governor and Lieutenant Governor of Mississippi; and

**WHEREAS**, Mr. Henifin, in his capacity of the Interim Third-Party Manager and officer of the court, has publicly endorsed the passage of Senate Bill 2628, which is contrary to his directive to recommend governance options in his Financial Management Plan pursuant to the Drinking Water ISO and the Sewer SO, and amendments thereto, to the parties and to the court, not the Mississippi Legislature, and Mr. Henifin’s express opinion in his first Financial Management Plan filed in January 2023 and the update thereto filed in January 2024, that any change in governance should take place under judicial oversight of the United States District Court for the Southern District of Mississippi; and

**WHEREAS**, the current version of Senate Bill 2628 creates a Utility Authority with a governing board of five members appointed by the Governor and four appointed by the Lt. Governor, thereby eliminating governance by any elected official directly representing the interests of the citizens of the City of Jackson; and

**WHEREAS**, the Drinking Water ISO contemplates that any change in governance would be part of a federal consent decree and under the supervision of the court; and

**WHEREAS**, the Sewer SO contemplates that the sewer system will return to the City of Jackson after the negotiation of a Consent Decree modification and the Court’s approval of a Transition Plan and a City of Jackson Staffing Plan; and

**WHEREAS**, it is abundantly clear that Senate Bill 2628 will interfere with orders entered by a United States Federal District Court; and

**WHEREAS**, the City Council of the City Jackson, Mississippi is opposed to the passage of any legislation that would interfere with the orderly prosecution of the Drinking Water ISO and the Sewer SO; and

**WHEREAS**, the City Council recognizes that the Mississippi Legislature nevertheless may pass a bill dealing with the ownership, control, and management of the City's sewer and wastewater systems, despite that such a bill would be in direct opposition to the existing federal court orders; and

**WHEREAS**, The City Council respectfully requests that the following amendments be considered to Senate Bill 2628:

- The creation of a nine-member governing board, six of whom would be appointed by the City of Jackson, one appointed by the City of Byram, one appointed by the City of Ridgeland, and one appointed by the Capitol Complex Advisory Board.
- Current and former local, state, and federal officials may serve on the board of the utility authority.
- Former employees of the utility authority may serve on the board of the utility authority.
- An Advisory Board representing specific constituencies shall consult with the utility authority board and advise the board in the development of rates, fees, and other charges, and comprehensive plans for improvements in the water and sewer systems and any changes to such plans.
- The newly created utility authority should be constituted as a body politic and subdivision of the State of Mississippi.
- The newly created utility authority should set rates, fees, and other charges, and such rates, fees, and other charges should not be subject to any control by the Mississippi Public Service Commission.
- The assets the utility authority may not be sold, transferred, or leased without the express consent of the Mayor and Council of the City of Jackson, Mississippi.
- The operation and maintenance of the utility authority may not be contracted to any body politic and subdivision of the State of Mississippi.

**BE IT, THEREFORE, RESOLVED** that the Council of the City of Jackson, Mississippi strongly opposes the passage of Senate Bill 2628 in its current form or the passage by the Legislature of the State of Mississippi of any other legislation that would change the governance structure of the City of Jackson water and sewer systems, as any such change in governance should be overseen by the United States District Court for the Southern District of Mississippi, pursuant to the Drinking Water ISO and the Sewer SO.

**IT IS FURTHER RESOLVED** that the Council of the City of Jackson expresses its displeasure that Ted Henifin has expressed his support for legislation about the governance of the City of Jackson water and sewer systems in a manner inconsistent with the Drinking Water ISO and Sewer SO and inconsistent with his own Financial Management Plan.

**IT IS FURTHER RESOLVED** that should the Mississippi Legislature seek to enact a bill about the governance of the City of Jackson water and sewer systems, the Council of the City of Jackson requests that any such governance provide the following:

- The creation of a nine-member governing board, six of whom would be appointed by the City of Jackson, one appointed by the City of Byram, one appointed by the City of Ridgeland, and one appointed by the Capitol Complex Advisory Board.
- Current and former local, state, and federal officials may serve on the board of the utility authority.
- Former employees of the utility authority may serve on the board of the utility authority.
- An Advisory Board representing specific constituencies shall consult with the utility authority board and advise the board in the development of rates, fees, and other charges, and comprehensive plans for improvements in the water and sewer systems and any changes to such plans.

- The newly created utility authority should be constituted as a body politic and subdivision of the State of Mississippi.
- The newly created utility authority should set rates, fees, and other charges, and such rates, fees, and other charges should not be subject to any control by the Mississippi Public Service Commission.
- The assets the utility authority may not be sold, transferred, or leased without the express consent of the Mayor and Council of the City of Jackson, Mississippi.
- The operation and maintenance of the utility authority may not be contracted to any body politic and subdivision of the State of Mississippi.

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

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**President Banks** recognized **Council Member Foote**, who recommended an amendment to include in the last WHEREAS and the last IT IS FURTHER RESOLVED, “the utility authority shall hold scheduled town hall meetings annually in each ward of the City of Jackson, including the City of Byram and the City of Ridgeland.”

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**President Banks** recognized **Council Member Foote** who moved; seconded by **Council Member Lindsay** to amend said order to reflect the changes as stated by **Council Member Foote**. The motion prevailed by the following vote:

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

Nays – None.

Absent – Hartley and Stokes.

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Thereafter, **President Banks** called for a vote on said order as amended.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
OPPOSING SB2628 AS PASSED OUT OF THE ACCOUNTABILITY,  
EFFICIENCY, AND TRANSPARENCY COMMITTEE OF THE MISSISSIPPI  
SENATE.**

**WHEREAS**, the Council of the City of Jackson, as the governing authority of the City of Jackson, authorized the City to enter into an Interim Stipulated Order with the United States of America, effective November 29, 2022, which appointed Ted Henifin as the Interim Third-Party Manager for the City’s drinking water system and Water-Sewer Business Administration (the Drinking Water ISO); and

**WHEREAS**, the Drinking Water ISO is intended by the United States and the City to be an interim measure to increase the drinking water system’s stability while the parties negotiate a consent decree to achieve the long-term stability of the drinking water system; and

**WHEREAS**, this Drinking Water ISO was negotiated and agreed to among the City, the U.S. Department of Justice and the Environmental Protection Agency to help ensure that the residents of Jackson, Mississippi and Byram, Mississippi have a safe, affordable source of drinking water now and into the future; and

**WHEREAS**, the Council of the City of Jackson, as the governing authority of the City of Jackson, authorized the City to enter into a Stipulated Order on Sewer System (CWA Case) in the City’s pending Clean Water Act Consent Decree, effective October 5, 2023, which appointed Ted Henifin as the Interim Third-Party Manager for the City’s sewer system (the Sewer SO); and

**WHEREAS**, the Sewer SO is intended by the U.S. Department of Justice, the Environmental Protection Agency, the Mississippi Department of Environmental Quality, and the City of Jackson to address existing sanitary sewer overflows (SSO) that the City has not been able to address efficiently due to funding constraints and other state law restrictions while the parties

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negotiate a modification to the existing Consent Decree and formulate a transition plan that allows the City to adequately operate and maintain its sewer system and continue making the necessary capital improvements to come into compliance with the Clean Water Act and Mississippi state law; and

**WHEREAS**, the Accountability, Efficiency, and Transparency Committee of the Mississippi State Senate, chaired by Senator David Parker of DeSoto County, has passed out of committee Senate Bill 2628, drafted by Senator Parker of DeSoto County, which would cause the assets of the City's water and sewer systems to be transferred to a utility authority controlled solely by appointees of the Governor and Lieutenant Governor of Mississippi; and

**WHEREAS**, Mr. Henifin, in his capacity of the Interim Third-Party Manager and officer of the court, has publicly endorsed the passage of Senate Bill 2628, which is contrary to his directive to recommend governance options in his Financial Management Plan pursuant to the Drinking Water ISO and the Sewer SO, and amendments thereto, to the parties and to the court, not the Mississippi Legislature, and Mr. Henifin's express opinion in his first Financial Management Plan filed in January 2023 and the update thereto filed in January 2024, that any change in governance should take place under judicial oversight of the United States District Court for the Southern District of Mississippi; and

**WHEREAS**, the current version of Senate Bill 2628 creates a Utility Authority with a governing board of five members appointed by the Governor and four appointed by the Lt. Governor, thereby eliminating governance by any elected official directly representing the interests of the citizens of the City of Jackson; and

**WHEREAS**, the Drinking Water ISO contemplates that any change in governance would be part of a federal consent decree and under the supervision of the court; and

**WHEREAS**, the Sewer SO contemplates that the sewer system will return to the City of Jackson after the negotiation of a Consent Decree modification and the Court's approval of a Transition Plan and a City of Jackson Staffing Plan; and

**WHEREAS**, it is abundantly clear that Senate Bill 2628 will interfere with orders entered by a United States Federal District Court; and

**WHEREAS**, the City Council of the City Jackson, Mississippi is opposed to the passage of any legislation that would interfere with the orderly prosecution of the Drinking Water ISO and the Sewer SO; and

**WHEREAS**, the City Council recognizes that the Mississippi Legislature nevertheless may pass a bill dealing with the ownership, control, and management of the City's sewer and wastewater systems, despite that such a bill would be in direct opposition to the existing federal court orders; and

**WHEREAS**, The City Council respectfully requests that the following amendments be considered to Senate Bill 2628:

- The creation of a nine-member governing board, six of whom would be appointed by the City of Jackson, one appointed by the City of Byram, one appointed by the City of Ridgeland, and one appointed by the Capitol Complex Advisory Board.
- Current and former local, state, and federal officials may serve on the board of the utility authority.
- Former employees of the utility authority may serve on the board of the utility authority.
- An Advisory Board representing specific constituencies shall consult with the utility authority board and advise the board in the development of rates, fees, and other charges, and comprehensive plans for improvements in the water and sewer systems and any changes to such plans.
- The newly created utility authority should be constituted as a body politic and subdivision of the State of Mississippi.
- The newly created utility authority should set rates, fees, and other charges, and such rates, fees, and other charges should not be subject to any control by the Mississippi Public Service Commission.

- The assets the utility authority may not be sold, transferred, or leased without the express consent of the Mayor and Council of the City of Jackson, Mississippi.
- The operation and maintenance of the utility authority may not be contracted to any body politic and subdivision of the State of Mississippi.
- The utility authority shall hold scheduled town hall meetings annually in each ward of the City of Jackson, including the City of Byram and the City of Ridgeland.

**BE IT, THEREFORE, RESOLVED** that the Council of the City of Jackson, Mississippi strongly opposes the passage of Senate Bill 2628 in its current form or the passage by the Legislature of the State of Mississippi of any other legislation that would change the governance structure of the City of Jackson water and sewer systems, as any such change in governance should be overseen by the United States District Court for the Southern District of Mississippi, pursuant to the Drinking Water ISO and the Sewer SO.

**IT IS FURTHER RESOLVED** that the Council of the City of Jackson expresses its displeasure that Ted Henifin has expressed his support for legislation about the governance of the City of Jackson water and sewer systems in a manner inconsistent with the Drinking Water ISO and Sewer SO and inconsistent with his own Financial Management Plan.

**IT IS FURTHER RESOLVED** that should the Mississippi Legislature seek to enact a bill about the governance of the City of Jackson water and sewer systems, the Council of the City of Jackson requests that any such governance provide the following:

- The creation of a nine-member governing board, six of whom would be appointed by the City of Jackson, one appointed by the City of Byram, one appointed by the City of Ridgeland, and one appointed by the Capitol Complex Advisory Board.
- Current and former local, state, and federal officials may serve on the board of the utility authority.
- Former employees of the utility authority may serve on the board of the utility authority.
- An Advisory Board representing specific constituencies shall consult with the utility authority board and advise the board in the development of rates, fees, and other charges, and comprehensive plans for improvements in the water and sewer systems and any changes to such plans.
- The newly created utility authority should be constituted as a body politic and subdivision of the State of Mississippi.
- The newly created utility authority should set rates, fees, and other charges, and such rates, fees, and other charges should not be subject to any control by the Mississippi Public Service Commission.
- The assets the utility authority may not be sold, transferred, or leased without the express consent of the Mayor and Council of the City of Jackson, Mississippi.
- The operation and maintenance of the utility authority may not be contracted to any body politic and subdivision of the State of Mississippi.
- The utility authority shall hold scheduled town hall meetings annually in each ward of the City of Jackson, including the City of Byram and the City of Ridgeland.

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**President Banks** recognized **Drew Martin, City Attorney** and **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

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**ORDER AUTHORIZING T-MOBILE TO UPGRADE ITS TOWERS.**

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**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 four antenna site license agreements T-Mobile South, LLC, a Delaware Limited Liability Company, ("T-Mobile"), that will modify T-Mobile's equipment and increase the monthly license fees at the towers 5802 Ridgewood Road, 3551 Lynch Street, 1876 Elaine Street, and 810 Lerida Court within the city of Jackson; and

**WHEREAS**, T-Mobile has proposed the following provisions for the tower located at 3551 Lynch Street:

- a) Commencing upon the installation of the Equipment described and depicted in Exhibit A-3, rent will be increased by Two Hundred Forty-Seven and 50/100 dollars (\$247.50) per month ("Rent Increase").
- b) Upon full execution of this Amendment Licensee will have the right to install the Equipment as described and depicted on Exhibit A-3, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the installation of the Equipment described and depicted on Exhibit A-3 in all respects.
- c) At the expiration of the License, the Term of the License will automatically be extended for five (5) additional and successive five (5) terms (each a "Renewal Term"), provided, that the Licensee may elect not to renew by providing Licensor at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
- d) Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Licensor has obtained any and all such consents or approvals.

**WHEREAS**, T-Mobile, has proposed the following provisions for the tower located at 5802 Ridgewood Road:

- a) Upon full execution of the Amendment, Licensee will have the right to modify its Antenna Facilities as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.
- b) Commencing upon the installation of the Equipment described and depicted in Exhibit A, rent will be increased by \$5,652.00 per annum ("Rent Increase"). The Rent Increase will escalate in accordance with Section 1(c) of the Second Amendment to Commencement Agreement.

**WHEREAS**, T-Mobile has proposed the following provisions for the tower located at 810 Lerida Court:

- a) The License is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the License never expired.
- b) Commencing upon the installation of the Equipment described and depicted in Exhibit A-5, rent will be increased by \$192.00 per month ("Rent Increase"). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.



- 
- c) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A-5 attached hereto and incorporated herein by reference.
  - d) Upon full execution of the Amendment Licensee will have the right to install the Site Equipment as described and depicted on Exhibit A-5, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the installation of the Site Equipment described and depicted on Exhibit A-5 in all respects.

**WHEREAS**, T-Mobile has proposed the following provisions for the tower located at 1876 Elaine Street:

- a) Upon full execution of the Amendment, Licensee will have the right to install the Equipment as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the installation of the Equipment described and depicted on Exhibit A-1 in all respects.
- b) Commencing upon the installation of the Equipment described and depicted in Exhibit A-1, rent will be increased by Three Hundred and no/100 dollars (\$300.00) per month (“Rent Increase”).
- c) Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this Amendment, the terms and conditions of this Amendment will govern and control.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Master Agreement (Ground License Agreement and Antennas Site License Agreement) for the property at Site # 2 Tower, located at 2320 Riverside 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# 1/LYNCH STREET Tower, located at 3551 Lynch Street Jackson, Hinds County, Mississippi, 39209.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at the Site#7 FS#19, located at 5802 Ridgewood Road, Jackson, Hinds County, Mississippi, 39211.

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

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Second Amendment to Antenna Site License Agreement for the property at the Site#30/Elaine Street located at 1876 Elaine Street, Jackson, Hinds County, Mississippi, 39212.

**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.



SIN #: 9929192A  
Market: 4000000  
Site Name: Jet T-201-220 Metro Tower  
City Site: 611L.yoch

**Exhibit A-3**

**Equipment**

**Equipment to be located on tower:**

- Four (4) FFVW-65C-R3 Antennas
- Three(3) AEHC Antennas
- Four (4) AHFIG RRUs
- One (1) RNSNDC-7771-PF-48 COVP
- Four (4) High-Capacity Hybrid Fiber 1.584"
- Three (3) HCS 2.0 Tower Junction Boxes
- Six (6) RFS ATMAA 1412D-1A20 TMA's
- Six (6) COAX LINES 1 5/8"
- Four (4) AHLOA RRUs

**Equipment to be located on the ground within lease area:**

- One (1) PPC/Teleo Cabinet
- One (1) Purcell Cabinet
- One (1) FCOA Cabinet
- One (1) CUENA cabinet
- One (1) Emergency Generator
- One (1) 4"x6" Concrete pad
- One (1) Purcell HPL3 with battery cabinet
- One (1) RBS cabinet
- One (1) H-Frame
- Two (2) COVP units
- One (1) Utility rack with meter
- One (1) Utility cabinet

Other Equipment required for the operation of a wireless telecommunications facility

TMO Signatory Level: L06  
NLG-81109

**Exhibit A**

**Summary of work to be performed:**

**Equipment to be added:**

1. (3) Nokia AEHC Antenna
2. (3) Nokia AHFIG RRU
3. (1) HCS 2.0 Hybrid Cable System
4. (3) Nokia AHLOA RRU
5. (3) Commscope-FFVW-65C-R3-V) Antenna

**Equipment to be removed:**

1. (3) Nokia FASA Antenna
2. (3) Nokia FRIJ RRU
3. (3) Andrew - TMZXXX-6516-A3M Antenna
- 4
- 5

**Final Configuration (include all existing and proposed):**

1. (3) Commscope - FFVW-65C-R3-V) Antenna
2. (3) Andrew - Nokia AEHC Antenna
3. (3) Andrew - Nokia AHFIG RRU
3. (1) NSN High Cap Fiber Cable
4. (1) HCS 2.0 Fiber Cable System
5. (1) Andrew - Raycap RNSNDC-7771-PF-48 COVP
6. (6) 1 5/8" Coax
7. (3) ATM1900D-1A20 TMA's
8. (3) Andrew - Nokia AHLOA RRU

Site #: 01E01010  
Market: Memphis  
Site Name: Site 24 / Larkin Court

**Exhibit A-5**

**Site Equipment**

Equipment to be installed on the tower at the 128' Centerline:

- Four (4) FFVV-55C-R3 Antennas
- Three (3) ABHC Antennas
- Four (4) AHHG RRUs
- Four (4) AHHQA RRUs
- Six (6) COAX cables 1 5/8"
- Two (2) RNSNDC-7771-PP-48 COMP
- Two (2) High-Capacity Hybrid Fiber
- One (1) HCS 2.0 Tower Junction Box
- One (1) HCS 2.0 Trunk Cable
- Four (4) RFS Twin Style 1A-ATMI900D-1A20 TMAs

Other Equipment required for the operation of a wireless telecommunications facility

TMO Easement Level: L04/L05  
MLG-85371

Site #: 917C0237D  
Market: Memphis  
Site Name: Sirkodoro Drive  
City Site: #30 / Elaine St WT

Exhibit A-i

Equipment

Equipment to be located on tower:

- Three (3) Commscope FFVV-65C-R3-V1 Antennas
- Three (3) Nokia AEHC Antennas
- Three (3) Nokia A1371 RRUs
- Two (2) HCS 2.0 Trunk Cables
- Two (2) HCS 2.0 Junction Boxes

Equipment to be located on the ground within 15' x 20' area:

- One (1) Purcell 11PL3 600A SSC
- One (1) Purcell LB3 Battery Cabinet
- One (1) CIENA Box
- One (1) Utility Box

Other Equipment required for the operation of a wireless telecommunications facility

TMO Signatory Level: L06  
NA01-R6774

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

**President Banks** recognized **Akeith Harris, Telecommunications Manager**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Hartley and Stokes.

\*\*\*\*\*

There came on for Discussion, Agenda Item No. 5:

**DISCUSSION: POTENTIAL LITIGATION:** **President Banks** stated said item was discussed during Agenda Item No. 3 and the discussion was no longer needed.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until Regular Zoning Council Meeting at 2:30 p.m. on March 18, 2024. At 11:23 a.m., the Council stood adjourned.

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SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 4, 2024 10:00 A.M.

1113

PREPARED BY:

Shanekia Mosley Jordan  
CLERK OF COUNCIL

APPROVED:

[Signature], 3/19/2024  
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

[Signature]  
CITY CLERK

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