



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

March 26, 2024

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. ERNEST SMITH OF TRUE BELIEVERS IN CHRIST CHURCH,
WARD 3**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 02, 2022, IN CASE NUMBER CE-21-866.**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 – \$6,438.00 – WARD 5 (DOTSON, LUMUMBA)**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT**

BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-323 LOCATED AT 2148 MARTIN LUTHER KING JR. DRIVE – PARCEL #104-176-50 – \$3,499.00 (WARD 3) (DOTSON, LUMUMBA)

- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 – \$6,990.00 – WARD 5 (DOTSON, LUMUMBA)**
- 7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,888.00 (WARD 5) (DOTSON, LUMUMBA)**
- 8. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-721 LOCATED AT 2269 HICKORY DRIVE – PARCEL #837-178-1 – \$8,900.00 (WARD 5) (DOTSON, LUMUMBA)**
- 9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11**

FOR CASE #CE-22-172 LOCATED AT 1804 UNIVERSITY BOULEVARD – PARCEL #201-75 – \$9,438.00 (WARD 7) (DOTSON, LUMUMBA)

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-73 LOCATED AT 3105 ADRIENNE DRIVE – PARCEL #622-173 – \$7,005.00 (WARD 6) (DOTSON, LUMUMBA)**

INTRODUCTION OF ORDINANCES

11. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34. (MARTIN, LUMUMBA)**

REGULAR AGENDA

12. **CLAIMS (MALEMBEKA, LUMUMBA)**
13. **PAYROLL (MALEMBEKA, LUMUMBA)**
14. **ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34. (MARTIN, LUMUMBA)**
15. **ORDER RATIFYING THE ACCEPTANCE OF CODING AND SUPPLEMENT SERVICES FOR THE CODE OF ORDINANCES FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT TO CIVICPLUS, LLC IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,724.56). (A. HARRIS, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO AMEND FOUR ANTENNA SITE LICENSE AGREEMENTS AND THREE MASTER AGREEMENTS WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO EXTEND THE TERM OF THE AGREEMENTS AND INCREASE LICENSEE FEES AT SEVEN TOWER SITES WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
17. **ORDER RATIFYING THE ACCEPTANCE OF DISPOSAL OF ELECTRONIC EQUIPMENT FOR THE CITY OF JACKSON'S INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING PAYMENT TO NEXTECH OPERATIONS, LLC IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS.**

(REID, LUMUMBA)

18. **ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION'S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50). (MUHAMMAD, LUMUMBA)**
19. **ORDER AUTHORIZING APPROVAL OF PROFESSIONAL SERVICES AND PAYMENT TO MS STATE DEPARTMENT OF HEALTH FOR INSPECTIONS OF THE WATER HEATER AT VERGY P MIDDLETON COMMUNITY CENTER, 3971 FLAG CHAPEL ROAD, JACKSON, MS. (MUHAMMAD, LUMUMBA)**
20. **ORDER REQUESTING APPROVAL OF FUTURE SERVICES AND PAYMENTS TO BLOUNT PHOTOGRAPHY LLC FOR THE "EASTER EGG HUNT" EVENT ON SATURDAY MARCH 30, 2024, AT THE VA LEGION SOFTBALL COMPLEX. (MUHAMMAD, LUMUMBA)**
21. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ANGELA GRINER V. CITY OF JACKSON; JOHN DOE PERSON(S) 1 – 3; AND JOHN DOE ENTITY(IES) 1 - 3" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 19-561-EFP (D.MARTIN, LUMUMBA)**
22. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**
23. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

DISCUSSION

24. **DISCUSSION: LAKE HICO (STOKES)**
25. **DISCUSSION: CAPITOL POLICE (STOKES)**
26. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
27. **DISCUSSION: PENDING LITIGATION (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

28. **MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

3

APR 10 2024

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING THE SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 02, 2022 IN CASE NUMBER CE-21-866

WHEREAS, administrative hearing was held on July 12, 2022, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on August 02, 2022 the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

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

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

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

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

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

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON DECEMBER 19, 2023							
Case No.	Owner Name	Address	Parcel ID	Contract Labor	Penalty	Other Costs	Total
CE-21-866	MADWINS CHRISTOPHER B 1101 WADSWORTH DR RICHMOND, VA 23236	5478 QUEEN MARY LN / 39209/ WARD 4	642-116	\$5,925.00	\$592.00	\$1,000.00	\$7,517.00
GRAND TOTAL							\$7,517.00

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

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/22/2024
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	Schedule (beginning date)	Following scheduled City Council date
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$0
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

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RA 10/19/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 – \$6,438.00 – WARD 5

WHEREAS, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 28, 2023 for case #CE-22-116 located at 2343 Hickory Dr. parcel #837-166-2 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2343 Hickory Dr. and

WHEREAS, Love Trucking Co. Inc., submitted the lowest bid of \$6,438.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co Inc., through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2343 Hickory Dr. in an amount not to exceed \$6,438.00; and

WHEREAS, Love Trucking Co. Inc., has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State’s website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co. Inc., to demolish the structure and remedy conditions on the property located at 2343 Hickory Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,438.00 shall be paid to Love Trucking Co. Inc., upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8/16/2023

POINTS		COMMENTS				
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.				
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 				
3.	Who will be affected	All City of Jackson residents.				
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.				
5.	Schedule (beginning date)	To be determined pending execution of contract.				
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 5				
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION				
8.	COST	\$6,438.00				
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Funding (001-444-70-6446)				
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 8/16/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking CO., Inc. for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case # CE-22-116

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

RM
10/31/23

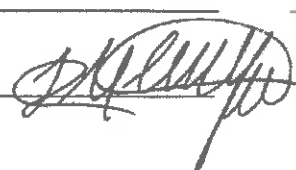
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 - \$6,438.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



10/31/23
Date

5

OFFICE OF THE CITY ATTORNEY
PL
3/26/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-323 LOCATED AT 2148 MARTIN LUTHER KING JR. DRIVE - PARCEL #104-176-50 - \$3,499.00 (WARD 3) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2148 Martin Luther King Jr. Drive due to delinquent taxes; and

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

WHEREAS, on February 10, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-323 located at 2148 Martin Luther King Jr. Drive parcel #104-176-50 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2148 Martin Luther King Jr. Drive for the sum of \$3,499.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions

Consent Agenda Item # **5**
March 26, 2024
(Dotson, Lumumba)

on the property located at 2148 Martin Luther King Jr. Drive deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,499.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/5/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$3,499.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-23-323.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
AM
3/11/24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING COMPANY, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-323 LOCATED AT 2148 MARTIN LUTHER KING JR. DRIVE - PARCEL #104-176-50 - \$3,499.00 (WARD 3) (DOTSON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

Kristie Metcalfe

3/11/24

Date

6

OFFICE OF THE CITY AT-LARGE
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 – \$6,990.00 – WARD 5

WHEREAS, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 28, 2023 for case #CE-22-282 located at 2454 Vernon Ave. parcel #837-13 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2454 Vernon Ave.; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Love Trucking Co., Inc., submitted the next lowest bid of \$6,990.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2454 Vernon Ave. in an amount not to exceed \$6,990.00; and

WHEREAS, Love Trucking Co., Inc., Inc. has a principal office located at 761 Woodlake Drive, Jackson, Mississippi 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2454 Vernon Ave. deemed to be a menace to public health, safety, and welfare.

Consent Agenda Item # **6**
March 26, 2024
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to \$6,990.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/6/2024
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
3.	Who will be affected	All City of Jackson residents.				
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.				
5.	Schedule (beginning date)	To be determined pending execution of contract.				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION				
8.	COST	\$6,990.00				
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funding (001-444-70-6446)				
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes _____ yes _____ yes _____ yes _____ yes _____	no _____ no _____ no _____ no _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc. for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case # CE-22-282

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/16/24


OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING COMPANY, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-282 LOCATED AT 2454 VERNON AVE - PARCEL #837-13 - \$6,990.00 WARD 5** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/11/24

Date

7

ICE OF THE CITY OF JACKSON
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,888.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2434 Vernon Drive due to delinquent taxes;
and

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

WHEREAS, on August 17, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-336 located at 2434 Vernon Drive parcel #837-11 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids;
and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project;
and

WHEREAS, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2434 Vernon Drive for the sum of \$8,888.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2434 Vernon Drive deemed to be a menace to public health, safety, and welfare;

Consent Agenda Item # 7
March 26, 2024
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,888.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/6/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$8,888.00	
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-336.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/11/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING COMPANY INC, TO DEMOLISH THE STRUCTURE, FOUNDATION , STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE PARCEL #837-11 - \$8,888.00 (WARD 5) (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

[Signature]

3/11/24

Date

8

OFFICE OF THE CITY ATTORNEY
JAC

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-721 LOCATED AT 2269 HICKORY DRIVE – PARCEL #837-178-1 – \$8,900.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2269 Hickory Drive due to delinquent taxes; and

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

WHEREAS, on June 10, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-721 located at 2269 Hickory Drive parcel #837-178-1 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Four Seasons Enterprises, LLC submitted the next lowest bid and through its Member, Robert Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2269 Hickory Drive for the sum of \$8,900.00; and

WHEREAS, Four Seasons Enterprises, LLC has a principal office address of 5822 Canton Park Drive, Jackson, Mississippi 39211 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Four Seasons Enterprises, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other

Consent Agenda Item #
March 26, 2024
(Dotson, Lumumba)

8

conditions on the property located at 2269 Hickory Drive deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,900.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/5/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$8,900.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC, for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-721.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/11/24
Hickory

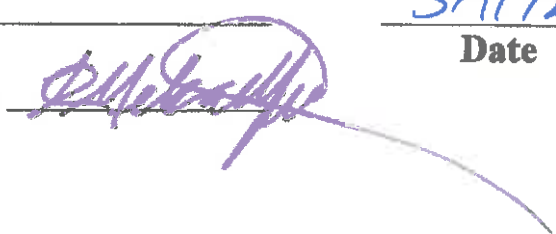
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-721 LOCATED AT 2269 HICKORY DRIVE PARCEL #837-178-1 - \$8,900.00 (WARD 5) (DOTSON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



3/11/24

Date

9

OFFICE OF THE CITY ATTORNEY
3/26/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-172 LOCATED AT 1804 UNIVERSITY BOULEVARD – PARCEL #201-75 – \$9,438.00 (WARD 7) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 1804 University Boulevard due to delinquent taxes; and

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

WHEREAS, on April 19, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-172 located at 1804 University Boulevard parcel #201-75 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1804 University Boulevard for the sum of \$9,438.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1804 University Boulevard deemed to be a menace to public health, safety, and welfare;

Consent Agenda Item # 9
March 26, 2024
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,438.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/5/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$9,438.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funding (001-444-70-6446)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-172.

Thank you for your prompt consideration in this matter.

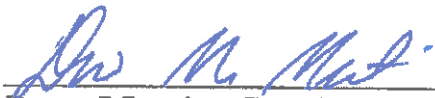
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/11/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING COMPANY, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-172 LOCATED AT 1804 UNIVERSITY BOULEVARD - PARCEL #201-75 - \$9,438.00 (WARD 7) (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/11/24

Date

10

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-73 LOCATED AT 3105 ADRIENNE DRIVE – PARCEL #622-173 – \$7,005.00 (WARD 6) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 3105 Adrienne Drive due to delinquent taxes; and

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

WHEREAS, on June 22, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-73 located at 3105 Adrienne Drive parcel #622-173 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, the lowest bidder lacked the requisite MDEQ forms for this type of project; and

WHEREAS, Love Trucking Co., Inc. submitted the next lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 3105 Adrienne Drive for the sum of \$7,005.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive, Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State’s website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3105 Adrienne Drive deemed to be a menace to public health, safety, and welfare;

Consent Agenda Item # **10**
March 26, 2024
(Dotson, Lumumba)

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,005.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/5/2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 6	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$7,005.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)	
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 2/6/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-73.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

RECEIVED
OFFICE OF THE CITY ATTORNEY
3/11/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING COMPANY, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-73 LOCATED AT 3105 ADRIENNE DRIVE PARCEL #622-173 - \$7,005.00 (WARD 6) (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

Drew Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

[Signature]

3/11/24

Date

Introduction Of Ordinances

1 1

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34

OFFICE OF THE CLERK OF COURTS

WHEREAS, Section 21-8-23(1) of the Mississippi Code authorizes a municipality to establish a department of administration and such other departments desired by ordinance; and

WHEREAS, consistent with the authority granted in Section 21-8-23 of the Mississippi Code, the governing authorities for the City of Jackson have established by ordinance a Department of Administration and Finance; and

WHEREAS, Section 21-8-23(2) of the Mississippi Code mandates that each department be headed by a director who is to be appointed and confirmed by the affirmative vote of a majority of the council present and voting at such meeting; and

WHEREAS, prior to September 14, 2021, the Department of Administration and Finance was headed by a person the mayor appointed and who was confirmed by the Council; and

WHEREAS, on September 14, 2021, the governing authorities for the City of Jackson amended Section 2-331 of its code of ordinances to create the position of chief financial officer¹; and

WHEREAS, the ordinance adopted by the governing authorities on September 14, 2021 is recorded in Minute Book 6T at pages 544-545; and

WHEREAS, the ordinance creating the position of Chief Financial Officer provides for appointment by the mayor and confirmation by the council; and

WHEREAS, pursuant to the terms of the ordinance, the chief financial officer has responsibility for coordinating and directing the financial resources and administrative functions of the City and providing operational and programmatic support of municipal government; and

WHEREAS, based upon the stated responsibility of the chief financial officer, the person appointed and confirmed to serve in the role is the head of the Department of Finance and Administration; and

WHEREAS, subsequent to adoption of the ordinance, the mayor appointed and the council confirmed an individual to serve as chief financial officer; and

WHEREAS, the Chief Financial Officer has had opportunity to evaluate functions within the Department of Finance and Administration and the City's administrative functions; and

WHEREAS, the Chief Financial Officer has determined that additional personnel positions are needed for the effective functioning of the Department of Finance and Administration; and

Agenda Item# 11
March 26, 2024
(Martin, Lumumba)

¹ The heading of the ordinance states chief administrative officer; however, the body of the ordinance indicates that chief financial officer was the position created. The Chief Administrative Officer office had previously been created in Section 2-325 of the City of Jackson Code; therefore, there is a scrivener error in the heading.

WHEREAS, the additional personnel positions are designed to improve procurement and payment processes of the municipality and also facilitate the training of personnel in procurement, contracting, and statutory requirements for timely payment of invoices; and

WHEREAS, the Chief Financial Officer is recommending the addition of a (1) Deputy Chief Financial Officer; (2) Liaison Officer; (3) Procurement Operations Manager; (4) Fixed Asset Manager; (5) Vendor Equity Coordinator and (6) a Fiscal Operations Manager; and

WHEREAS, the tasks performed by the **Deputy Chief Financial Officer** include, but are not limited to: (1) develop and implement strategies aiming to promote citywide goals (2) direct and provide oversight to special programs (3) assemble data, analyze needs and functions of the City to formulate and implement recommendations for fiscal improvement to be provided to the CFO

WHEREAS, the tasks performed by the **Liaison Officer** include, but are not limited to: (1) facilitate communication and collaboration between departments, teams, or organizations (2) serve as a bridge, connecting and coordinating efforts to ensure smooth operations and efficient decision-making; and

WHEREAS, the tasks performed by the **Procurement Operations Manager** included, but are not limited to (1) maintain and update the procurement process to meet the business needs in a rapid manner, (2) support business stakeholders with requisitions and processes (3) conduct evaluation of various tools to support procurement activities including spend analysis, budget analysis, and bid analysis; and

WHEREAS, the tasks performed by the **Fixed Asset Manager** include, but are not limited to (1) ensures adherence to guidelines for acquisitions, maintenance, retention and disposition of fixed assets and associated records (2) directs and oversees the asset management function of capital and controlled assets by managing Fixed Asset Supervisors, Specialists and Clerks (3) keeps up with inventory for all departments; and

WHEREAS, the tasks performed by the **Vendor Equity Coordinator** include, but are not limited to (1) research, apply and promote diversity initiatives and share best practices (2) provide advice, guidance and support on equality and diversity issues (3) assess community needs and promote community cohesion; and

WHEREAS, the tasks performed by the **Fiscal Operations Manager** include, but are not limited to (1) provide oversight to all fiscal officers for the City (2) evaluate, reconcile, and problem solve accounting, budgeting, and internal control processes under the administrative direction of the Deputy Chief Financial Officer; and

WHEREAS, the Department of Human Resources submitted inquiries to Savannah Georgia, Little Rock, Arkansas, and Baton Rouge Louisiana regarding the compensation paid to personnel whose job function is similar to the position of *Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator, and Operations Manager*; and;

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalents were as follows:

Deputy CFO falls within the range of \$63,783-\$106,870;

Liaison Officer falls within the range of \$ 64,006-\$79,418;

Procurement Operations Manager falls below the range of \$75,326-\$116,002;

Fixed Asset Manager falls within the range of \$35,516-\$60,464;

Vendor Equity Coordinator falls below the range of \$60,163.00-\$92,651.00;

Fiscal Operations Manager falls within the range of \$52,474-\$88,454; and

WHEREAS, the best interest of the City of Jackson would be served by adding the Deputy Chief Administrative Officer; Liaison Officer; Procurement Operations Manager; Fixed Asset Manager; Vendor Equity Coordinator; and Fiscal Operations Manager classifications to the current pay plan at an affordable salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the following job classifications be added at the corresponding pay ranges with annual compensation being listed below:

Deputy Chief Financial Officer; Pay Range (50); Salary Range (\$105,758.99-\$128,511.92)
Liaison Officer; Pay Range (34), Salary Range (\$60,567.68-\$73,317.84)
Procurement Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.74)
Fixed Asset Manager; Pay Range (31); Salary Range (\$52,620.00-\$63,632.82)
Vendor Equity Coordinator; Pay Range (28); Salary Range (\$45,753.36-\$55,267.76)
Fiscal Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.84)

WHEREAS, the Department of Administration and Finance has informed the Department of Human Resources that monies are available in the budget of the Department of Administration and Finance to cover the recommended positions that will be added to the compensation plan; and

WHEREAS, on July 12, 2013, the Mississippi Attorney General issued an opinion to Deidra J. Bassi stating that in municipalities where civil service coverage for *all employees* is not mandated, the initial assessment of what positions will be covered by civil service is made by the governing authorities by ordinance; and

WHEREAS, the Department of Human Resources recommends that the position of Deputy CFO not be covered by civil service consistent with the City's policy or practice of not affording civil service protection to deputy department heads; and

WHEREAS, it is recommended that the positions of (a) Liaison Officer (b) Procurement Operations Manager; (c) Fixed Asset Manager; (d) Vendor Equity Coordinator and (e) Fiscal Operations Manager be included within the civil service classification system; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, be further amended to add the positions at the pay ranges and salary ranges listed.

IT IS HEREBY ORDERED that the effective date of the amendment of the Classification and Pay Plan is immediately.

IT IS HEREBY ORDERED that the provisions of this ordinance should not be construed as altering the application of the rules of the City of Jackson Civil Service Commission related to the examination and employment of persons in the positions subject to civil service coverage.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Department of Human Resources
DATE: December 17, 2023

RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34

The Department of Finance and Administration requested that the Department of Human Resources conduct a job analysis for the creation of classifications of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

Purpose: This job analysis was conducted to review the organization, salary, and duties of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

Scope: The Southeastern Cities surveyed were: Baton Rouge, Louisiana, Little Rock, Arkansas and Savannah Georgia.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the to add the positions at the pay ranges and salary ranges listed; to be effective immediately.

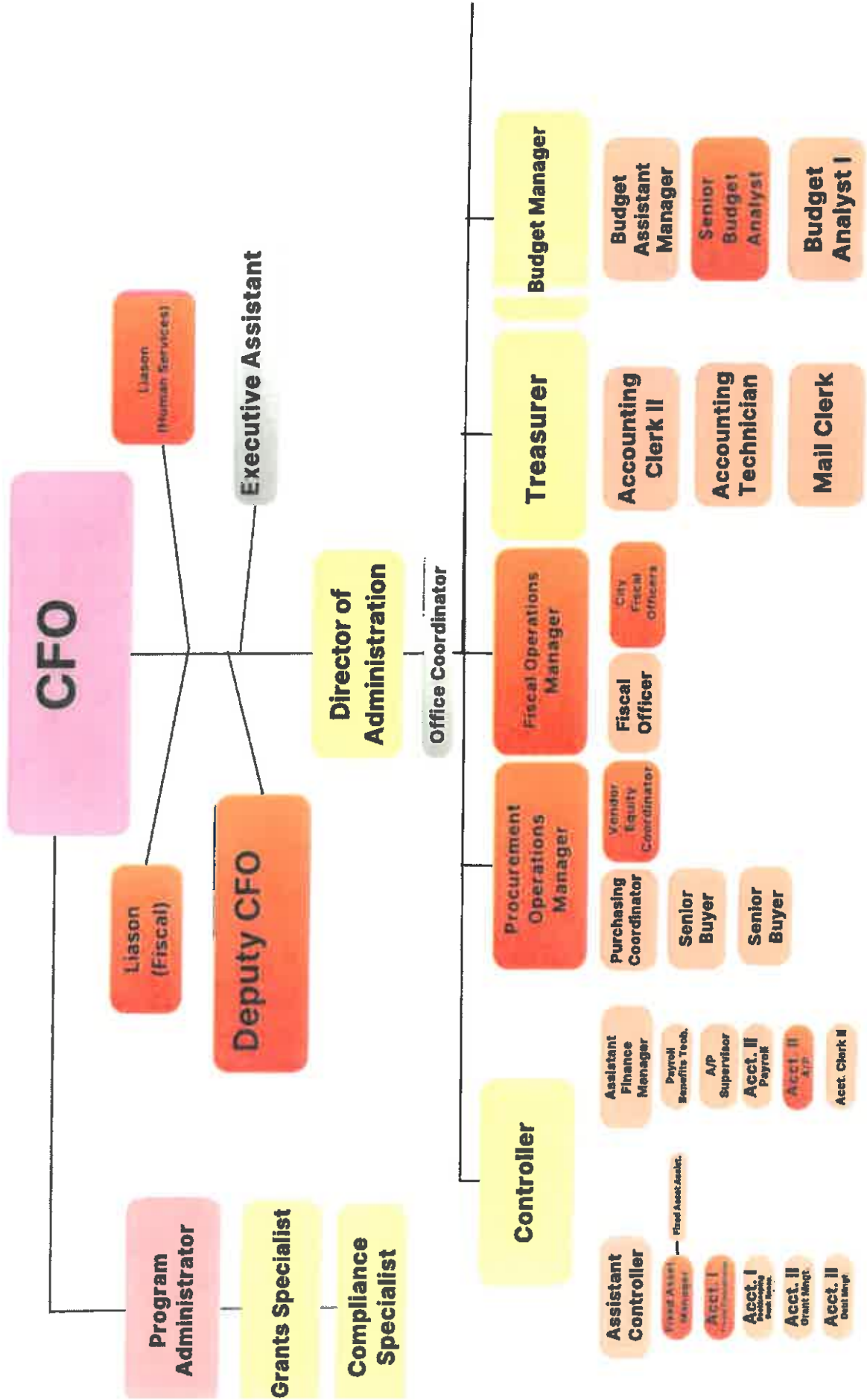
If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government			
3.	Who will be affected	Department of Administration			
4.	Benefits				
5.	Schedule (beginning date)	Upon approval by the council			
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide			
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources			
8.	COST	None			
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable			
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____
		N/A _____			
		AABE _____ %	WAIVER	yes _____	no _____
		N/A _____			
		WBE _____ %	WAIVER	yes _____	no _____
		N/A _____			
		HBE _____ %	WAIVER	yes _____	no _____
		N/A _____			
		NABE _____ %	WAIVER	yes _____	no _____
		N/A _____			

**DEPARTMENT OF
FINANCE &
ADMINISTRATION**

ORGANIZATIONAL CHART



Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779

Telephone: 601-960-1799
Facsimile: 601-960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON PAY PLAN TO ADD THE CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER, LIAISON OFFICER PROCUREMENT OPERATIONS MANAGER, FIXED ASSET MANAGER, VENDOR EQUITY COORDINATOR, AND FISCAL OPERATIONS MANAGER** is legally sufficient for placement in NOVUS.



Drew Martin, City Attorney

11/31/24
Date



Carrie Johnson, Deputy City Attorney

Claims

Payroll

14

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the pay plan has been amended to add classifications and modify salaries since the initial adoption; and

WHEREAS, the positions of *Controller and Assistant Controller* were added to the pay plan on February 15, 2022 and

WHEREAS, the current compensation paid to the Controller is at Range 33 and establishes compensation at 57,788.22-\$69,931.38; and

WHEREAS, the current compensation paid to the Assistant Controller is at Range and establishes compensation at \$52,620.00-\$63,632.82; and

WHEREAS, the Department of Human Resources conducted a *salary survey* on the classifications of Controller and Assistant Controller at the request of the Chief Financial Officer; and

WHEREAS, inquiries were sent to the cities of Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the cities surveyed concerning the salary paid for the position equivalent of **Controller** was between \$75,873.41-\$125,325.47; and

WHEREAS, the response from the cities surveyed concerning the salary paid for the position equivalent of **Assistant Controller** was between \$67,210.34-93,523.69; and

WHEREAS, the Department of Human Resources recommends that the range established for the **Controller** be modified to range 35 with an annual salary range of \$63,486.92-\$76,873.56; and

WHEREAS, the Department of Human Resources recommends that the range established for the **Assistant Controller** be modified to range 34 with an annual salary of \$60,567.68-\$73,317.84; and

WHEREAS, there are insufficient monies in the current budget to implement the salary increase in the *current fiscal year*; and

WHEREAS, a budget revision will be required to implement the salary increases in the current fiscal year; and

WHEREAS, the budget revision necessary to implement the salary increases in the current fiscal year will total approximately \$29,000; and

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

Agenda Item#
March 26, 2024
(Martin. Lumumba)

14

(a) the range established for the **Controller** shall be modified to range 35 with annual salary of **\$63,486.92-\$76,873.56**; and

(b) the range established for **Assistant Controller** shall be modified to range 34 with annual salary of **\$60,567.68-\$73,317.84**; and

IT IS FURTHER ORDERED that the pay plan amendments shall become effective *after* the Department of Finance and Administration presents the proposed budget amendment for approval.

By: T. Martin, Lumumba

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director
Department of Human Resources

DATE: March 14, 2024

RE:

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34

The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: the range established for the **Controller** shall be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; the range established for Assistant Controller shall be modified to range 34 with annual salary of \$60,567.68-\$73,317.84. The pay plan amendments stated shall become effective immediately.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 2, 2024

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	Department of Administration																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Immediately after passage																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources Department of Administration																																													
8.	COST	Pay plan amendments factored into budget of the Department																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF CONTROLLER FROM RANGE 33 TO 35 AND ASSISTANT CONTROLLER FROM RANGE 31 TO 34** is legally sufficient for placement in NOVUS Agenda



Drew Martin, City Attorney

3/20/24
Date



Carrie Johnson, Senior Deputy City Attorney



15

OFFICE OF THE CITY ATTORNEY
3/17/24

ORDER RATIFYING THE ACCEPTANCE OF CODING AND SUPPLEMENT SERVICES FOR THE CODE OF ORDINANCES FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT TO CIVICPLUS, LLC IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,724.56).

WHEREAS, on October 25, 2022 the governing authorities for the city of Jackson authorized the mayor to execute a one-year agreement with CivicPlus, LLC to provide coding and supplement service for the Code of Ordinances for the city; and

WHEREAS, the Department of Municipal Clerk represents that the contract with CivicPlus, LLC has expired; and

WHEREAS, on February 29, 2024, the Department of Municipal Clerk received an Invoice from CivicPlus, LLC, as follows:

Qty	Item	Start Date	End Date
82	Municode Pages	2/28/2024	2/28/2024
1	Municode Electronic Media Options per Supplement	2/28/2024	2/28/2024
1	Municode Freight	2/28/2024	2/28/2024
Total			\$1,725.56

WHEREAS, CivicPlus, LLC provided coding and supplement service for the city of Jackson on February 28, 2024, for the Department of Municipal Clerk, totaling One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents.

IT IS HEREBY ORDERED that the acceptance of coding and supplement service from CivicPlus, LLC to the city of Jackson's Department of Municipal Clerk is hereby ratified, and payment in the amount of One Thousand Seven Hundred Twenty-Five Dollars and Fifty-Six Cents for the provisions of said services is authorized.

Agenda Item: 15

Date: March 26, 2024

By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 5, 2024

DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	Payment for codifying and supplement services provided for City Ordinances from July to December 2023.						
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	This item will allow for the City of Jackson ordinances to be visible electronically on the website.						
3.	Who will be affected	Citywide						
4.	Benefits							
5.	Schedule (beginning date)							
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Hall						
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Municipal Clerk						
8.	COST	\$1,724.56						
<input type="checkbox"/> x <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	001-428-00-6419						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

TO: Honorable Chokwe Antar Lumumba, Mayor
Members of the Jackson City Council

FROM: Angela Harris, Municipal Clerk

DATE: March 5, 2024

RE: Payment to CivicPlus LLC

Attached is an order authorizing payment to CivicPlus LLC for codifying and supplement services provided for City ordinances approved by the Council from July to December 2023. The current agreement expired on March 1, 2024 and a new agreement has been requested.

Please feel free to contact me at (601) 960-1137 with any additional questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF CODING AND SUPPLEMENT SERVICES FOR THE CODE OF ORDINANCES FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT TO CIVICPLUS, LLC IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,724.56 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Deputy City Attorney



3/14/24

Date

OFFICE OF THE CITY ATTORNEY
3/14/24



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#294124
2/29/2024
PO #

Bill To
Angela Harris
Jackson Mississippi
PO Box 17
Jackson MS 39205

TOTAL DUE

\$1,724.56

Due Date: 3/30/2024

Terms	Due Date	PO #	Approving Authority	
Net 30	3/30/2024			
Qty	Item	Start Date	End Date	
82	Municode Pages	2/28/2024	2/28/2024	
1	Municode Electronic Media Options per supplement	2/28/2024	2/28/2024	
1	Municode Freight	2/28/2024	2/28/2024	
		Total	\$1,724.56	
		Due	\$1,724.56	

To pay your invoice with a credit card [Click Here](#).

1 COPY OF SUPPLEMENT 51 - TO CODE OF ORDINANCES

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

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

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

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

Vice President Lee moved adoption; Council Member Banks seconded.

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

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

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

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

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

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

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

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

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT PRICE
1:0	Annual Online Code Hosting	Recurring-invoiced in August	\$950.00
1:0	Administrative Support Fee	Recurring-invoiced in September	\$500.00
N/A	Graphics/IGTM	As Used	\$10.00 per image
N/A	Per Page Rate	As Used - 8.5 x 11-page, single column, 10-point font	\$20.00 per page
N/A	Supplement Word Version	As Used- billed with each completed supplement	\$75.00

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

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

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

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

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

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

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

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

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

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

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

Vice President Lee moved adoption; Council Member Hartley seconded.

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

Nays - None.

Absent - Stokes.

16

ORDER AUTHORIZING THE MAYOR TO AMEND FOUR ANTENNA SITE LICENSE AGREEMENTS AND THREE MASTER AGREEMENTS WITH ALTEL CORPORATION D/B/A VERIZON WIRELESS TO EXTEND THE TERM OF THE AGREEMENTS AND INCREASE LICENSEE FEES AT EIGHT TOWER SITES WITHIN THE CITY OF JACKSON.

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI

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

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

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend five Antenna Site License Agreements and three Master Agreements with Alltel Corporation d/b/a Verizon Wireless (“Verizon”) that will modify Verizon’s equipment and increase the monthly license fees at the towers at the Site#2 Riverside, Site#3/ FS#3, Site#11/ FS#24, Site#13/Lake Hico, Site#18/FS#11, Site#22/PTC, Site#26/Kurt’s Gym; and

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site# 2-Riverside 2320 Riverside Drive, Site#18/FS#11 3682 Terry Road, Site#19/FS#15 4943 Clinton Boulevard:

- a) **Term.** Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on 11/30/2025. Commencing on 12/01/2025, the Lease shall be extended for 5 years (“Initial Extension Term”) The term of the lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) **Rent.** Commencing on 12/01/2025, the monthly rent shall be \$3602.97 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR my designate in writing at least 30 days in advance of any rental payment date. Beginning on 12/01/2026, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of 12/01/2026 thereafter.
- c) **Rent Credit.** This Fourth Amendment provides for a reduction in rent, effective 12/01/2025. The Parties acknowledge and agree that LICENSEE shall be entitled to

a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LICENSEE's rent due under the Lease.

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

- a) Term. The second sentence of Section 3(a) of the Agreement is hereby deleted in its entirety and replaced by the following: Licensee shall have the option to renew the License for up to seven (7) additional terms of five (5) years each (each, a "Renewal Term"), and the Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) day prior to the scheduled expiration of the then-current term.
- b) Payments. The last sentence of Section 4(a) of the agreement is hereby deleted in its entirety and replaced by the following: Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third, fourth, fifth, sixth and seventh Renewal Terms shall be increased by an amount equal to four percent (4%) of the previous year's rent.
- c) Monthly License Fee Increase. The Parties agree that the monthly License Fee increase specified in Section 4 of the Second Amendment shall be deemed void from the beginning and of no force or effect whatsoever as if it never existed.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#11/FS#24 1242 Wiggins Road:

- a) Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on January 1, 2025, the annual rent shall be \$53,441.28 to be paid in equal monthly installments on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the annual rent shall increase by 4% over the annual rent then in effect and by 4% over the then current annual rent on each one-year anniversary of January 1, 2026 thereafter.

- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Third Amendment.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#13/Lake Hico 1921 West Northside Drive:

- a) Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on January 1, 2025, the monthly rent shall be \$4,352.92 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Third Amendment.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#18/FS#11 3680 Terry Road:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on 06/30/2025. Commencing on 07/01/2025, the Lease shall be extended for 5 years (“Initial Extension Term”) The term of the lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on 07/01/2025, the annual rent shall be \$47,044.01 to be paid annually, in advance, to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on 07/01/2026, the annual rent shall increase by 3% over the annual rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of 07/01/2026 thereafter.
- c) Rent Credit. This Fourth Amendment provides for a reduction in rent, effective 07/01/2025. The Parties acknowledge and agree that LICENSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LICENSEE’s rent due under the Agreement.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#22/PTC 3000 Saint Charles Street:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on May 31, 2026. Commencing on 06/01/2026, the Lease shall be extended for 5 years (“Initial Extension Term”). The term of the Lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Lease by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on June 1, 2026, the monthly rent shall be \$3,969.50 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on June 1, 2027, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of June 1, 2027 thereafter.
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall

have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Fourth Amendment.

WHEREAS, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at Site#26/Kurt's Gym Outer Circle Drive:

- a) Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on March 31, 2026. Commencing on April 1, 2026, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LICENSEE terminates the Lease by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
- b) Rent. Commencing on April 1, 2026, the monthly rent shall be \$5,536.75 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on April 1, 2027, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of April 1, 2027 thereafter.
- c) Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and the Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of the Fourth Amendment.

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-Riverside 2320 Riverside Drive, Site#18/FS#11 3682 Terry Road, Site#19/FS#15 4943 Clinton Boulevard.

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

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property located at 1242 Wiggins Road, Jackson, Hinds County, Mississippi, 39209.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Third Amendment to Antenna Site License Agreement for the property 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 Master Agreement (Ground License Agreement and Antennas Site License Agreement) for the property located at 3680 Terry Road, Jackson, Hinds County, Mississippi, 39212.

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

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 located at 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.



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: October 17, 2023

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, to modify equipment and increase licensee fees at seven tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at the Site#2 Riverside, Site#3/ FS#3, Site#11/ FS#24, Site#13/Lake Hico, Site#18/FS#11, Site#22/PTC, Site#26/Kurt's Gym.

Granting approval to Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at seven tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/17/2023

DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, to modify equipment and increase licensee fees at seven tower sites within the City of Jackson.						
2.	Purpose	The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at the Site#2 Riverside, Site#3/ FS#3, Site#11/ FS#24, Site#13/Lake Hico, Site#18/FS#11, Site#22/PTC, Site#26/Kurt's Gym.						
3.	Who will be affected	All City Departments						
4.	Benefits	Enhance revenue for the City of Jackson.						
5.	Schedule (beginning date)	Upon Execution						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration, Telecommunications Division						
8.	COST	There will be a revenue increase of \$3602.97 per month(Site#2 Riverside)/ \$53441.28 per month (Site#11/ FS#24)/ \$4352.92 per month(Site#13/Lake Hico)/\$47044.01 per month(Site#18/FS#11)/\$3969.50 per month(Site#22/PTC)/ \$5536.75 per month(Site#26/Kurt's Gym)						
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO AMEND FOUR ANTENNA SITE LICENSE AGREEMENTS AND THREE MASTER AGREEMENTS WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO EXTEND THE TERM OF THE AGREEMENTS AND INCREASE LICENSEE FEES AT SEVEN TOWER SITES WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney*  _____



Date

OFFICE OF THE CITY ATTORNEY
3/15/24

17

OFFICE OF THE CITY ATTORNEY
3/14/24

ORDER RATIFYING THE ACCEPTANCE OF DISPOSAL OF ELECTRONIC EQUIPMENT FOR THE CITY OF JACKSON'S INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING PAYMENT TO NEXTECH OPERATIONS, LLC IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS.

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, on February 27, 2024, the Department of Information Technology received a demand for payment from NexTech Operations, LLC for providing IT asset disposition solutions, such as destruction of proprietary data and E-waste disposal and recycling for obsolete assets that meet or exceed all federal, state, and local regulations, in the amount of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00); and

WHEREAS, sometime in 2023, NexTech Operations LLC provided disposal of electronic equipment for the city of Jackson's Department of Information Technology totaling an amount of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00); and

WHEREAS, the IT Department recommends that it be authorized to pay NexTech Operations, LLC an outstanding balance of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00) for providing support service for the disposal of E-waste.

IT IS HEREBY ORDERED that the acceptance of support service for the disposal of E-waste from Nextech Operations, LLC, to the city of Jackson's Department of Information Technology is hereby ratified, and payment in the amount of Four Thousand Two Hundred and Dollars and No Cents (\$4,200.00) for the support services to dispose of electronic equipment is authorized.

Agenda Item # 17
March 26, 2024
(Reid, Lumumba)



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: February 13, 2024
To: Mayor Chokwe A. Lumumba
From: Dr. Muriel Reid-Director of Information Systems
Subject: Procurement of removal of Electrical equipment

The Telecommunications Division does not possess the technical expertise nor specialized equipment to dispose of radio equipment. We sought the services of Nextech Operations LLC to dispose of radio equipment from the previous fiscal year. We are requesting the funds to pay Nextech Operations LLC for services rendered in the amount of \$4,200.00 (four thousand two hundred dollars) for the procurement of outdated Electrical equipment.

Akeith Harris

Telecommunications Manager

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/13/2024
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Telecommunications desires to pay for services rendered by Nextech Operations LLC that disposed of outdated Electronic equipment last fiscal year.			
2.	Purpose	To allow Telecommunications the ability to pay to have Electronic equipment removed.			
3.	Who will be affected	Department of Information Technology and the Division of Telecommunications.			
4.	Benefits	Procurement and removal of outdated Electronic equipment.			
5.	Schedule (beginning date)	Upon Execution.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology - Telecommunications Division.			
8.	COST	There is a cost of \$4,200.00 associated with this Order.			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund, 004904006419.			
10.	EBO participation	ABE _____% <u> X</u> AABE _____% <u> X</u> WBE _____% <u> X</u> HBE _____% <u> X</u> NABE _____% <u> X</u>	WAIVER yes ___ no ___ N/A WAIVER yes ___ no ___ N/A WAIVER yes ___ no ___ N/A WAIVER yes ___ no ___ N/A WAIVER yes ___ no ___ N/A		

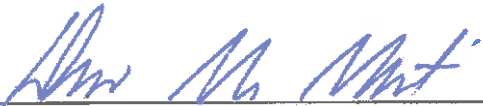
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/14/24
S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF DISPOSAL OF ELECTRONIC EQUIPMENT FOR THE CITY OF JACKSON'S INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING PAYMENT TO NEXTECH OPERATIONS, LLC IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) AND NO CENTS** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



Date

18

OFFICE OF THE CITY ATTORNEY
3/26/24

ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION'S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50) (MUHAMMAD, LUMUMBA)

WHEREAS, on December 6, 2022, the Jackson City Council approved an Order "Accepting the Bid of Yamaha Golf-Car Company with Vantage Tag Systems for the Lease of Sixty-Five (65) New Fuel Injected Golf Carts and Two (2) New Fuel Injected Utility Cars with GPS Tracking Systems for the Department of Parks and Recreation" (Previous Order); and

WHEREAS, the Parks and Recreation Department has determined that fifteen (15) of the fuel injected golf carts are no longer needed; and

WHEREAS, the Parks and Recreation Department was able to negotiate a return of these golf carts with no penalty to the City; and

WHEREAS, the lease agreement between the City and Yamaha Motor Finance Corporation does not contain a clause whereby the City can return golf carts for no cause and for no financial penalties; and

WHEREAS, the City currently pays FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.50) per month for the lease of sixty-five (65) fuel injected golf carts; and

WHEREAS, the new monthly payment after the return of the fifteen (15) golf carts will be THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50) per month, thereby reducing the total contract price by approximately SEVENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$76,700.00); and

WHEREAS, Yamaha Motor Finance Corporation gave the Parks and Recreation Department a deadline of March 8, 2024, to execute the lease amendment or they would no longer honor the return of the carts and the reduction in monthly payments; and

WHEREAS, because of the deadline, and in the best interests of the City of Jackson, Parks and Recreation prepared an emergency memorandum detailing the facts discussed above and sent said memorandum along with the lease amendment to the Mayor for execution; and

WHEREAS, the Mayor executed the lease amendment, and a copy was returned to Yamaha Motor Finance Corporation before the expiration of the deadline; and

WHEREAS, the Parks and Recreation Department wishes to return the fifteen (15) golf carts as soon as possible to reduce the risk of possible theft and/or damage to the carts for which, pursuant to the terms of the lease agreement, the City would be financially responsible; and

Agenda Item # 18
March 26, 2024

WHEREAS, no other items need to be amended in the Previous Order; and

WHEREAS, it is in the best interests of the City of Jackson that the Mayor's previous execution of the Amendment to Yamaha Motor Finance Corporation's Equipment Schedule Number 217979 be ratified; and

WHEREAS, it is in the best interests of the City of Jackson that the unneeded fifteen (15) fuel injected golf carts be returned immediately to Yamaha Golf Car Company at no financial penalty to the City; and

WHEREAS, it is in the best interests of the City of Jackson that the previous City Council Order dated December 6, 2022, be amended to reflect the reduction in the number of fuel injected golf carts that the City will be leasing from Yamaha Golf Car Company from sixty-five (65) golf carts to fifty (50) golf carts; and

WHEREAS, it is in the best interests of the City of Jackson that the previous City Council Order dated December 6, 2022, also be amended to reflect the new monthly lease payment of **THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50)** for the fifty (50) golf carts; therefore

IT IS HEREBY ORDERED that the Mayor's execution of the Amendment to Yamaha Motor Finance Corporation's Equipment Schedule Number 217979 is ratified; and

IT IS FURTHER ORDERED that the unneeded fifteen (15) fuel injected golf carts be returned immediately to Yamaha Golf Car Company at no financial penalty to the City; and

IT IS FURTHER ORDERED that the previous City Council Order dated December 6, 2022, is amended to reflect the reduction in the number of fuel injected golf carts that the City will be leasing from Yamaha Golf Car Company from sixty-five (65) golf carts to fifty (50) golf carts; and

IT IS FURTHER ORDERED that the previous City Council Order dated December 6, 2022, is amended to reflect the new monthly lease payment of **THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50)** for the fifty (50) golf carts; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

BY: MUHAMMAD, LUMUMBA

ITEM NO:	
DATE:	

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Parks & Recreation Department

DATE: March 11, 2024

RE: ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION'S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50) (MUHAMMAD, LUMUMBA)

The attached Order prepared for the City Council ratifies the Mayor's emergency execution of a lease agreement amendment with Yamaha Motor Finance Corporation regarding the return of 15 unneeded golf carts. The Order also amends the previous City Council Order that initially approved the golf cart lease agreement with Yamaha Golf Cart Company to reflect the reduction in the number of leased golf carts and the reduction in the monthly payments.

The lease agreement with Yamaha does not contain a provision that allows the City to return unneeded golf carts for no cause and with no financial penalties. However, the Parks and Recreation Department was able to negotiate the return of the 15 golf carts with no financial penalties to the City along with a reduction in the City's monthly lease payments. The monthly payments will go from \$4,528.55 to \$3,133.50.

The Parks and Recreation Department desires to return these carts as soon as possible to avoid any possible thefts and/or damage to the carts. Should theft or damage occur to the golf carts, the City would be financially responsible.

/s/ Justin Powell

Justin Powell

Deputy City Attorney

P: 601-960-1012

E: jpowell@jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 11, 2024

	POINTS	COMMENTS																																													
1.	Brief Description	ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION'S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3.	Who will be affected	The City of Jackson																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	4																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	COST	Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (\$3,133.50)																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Acct No. 005-504.30-6514																																													
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓
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AMENDMENT # 1 TO EQUIPMENT SCHEDULE # 217979

This AMENDMENT # 1 ("Amendment") TO EQUIPMENT SCHEDULE # 217979 ("Equipment Schedule") amends such Equipment Schedule as it relates to that certain [Conditional Sales Contract/Master Lease Agreement] (the "Agreement") dated as of October 2, 2023 by and between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., a Delaware corporation located at 6555 Katella Avenue, Cypress, CA 90630 ("YMFUS"), and City of Jackson, Mississippi, located at PO BOX 17 JACKSON, MS 39205 ("Customer").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Amended Terms

1.1 Reduction of Equipment included in the Equipment Schedule:

The following items of Equipment are hereby removed from the Equipment Schedule effective the date of this Amendment:

Schedule#: 217979 - 15 YDRA AFI golf cars.

1.2 Payments on the Equipment shall be due on the following schedule:

Remaining Schedule of Payments effective the date of this Amendment:

New Schedule#: 217979 - 56 scheduled payments in the amount of \$3,133.50

(Applicable Taxes to be billed). Starting February 2024 and ending September 2028. Due the 28th day of the month as follows:

2/28/2024	\$3,133.50	2/28/2025	\$3,133.50	2/28/2026	\$3,133.50	2/28/2027	\$3,133.50	2/28/2028	\$3,133.50
3/28/2024	\$3,133.50	3/28/2025	\$3,133.50	3/28/2026	\$3,133.50	3/28/2027	\$3,133.50	3/28/2028	\$3,133.50
4/28/2024	\$3,133.50	4/28/2025	\$3,133.50	4/28/2026	\$3,133.50	4/28/2027	\$3,133.50	4/28/2028	\$3,133.50
5/28/2024	\$3,133.50	5/28/2025	\$3,133.50	5/28/2026	\$3,133.50	5/28/2027	\$3,133.50	5/28/2028	\$3,133.50
6/28/2024	\$3,133.50	6/28/2025	\$3,133.50	6/28/2026	\$3,133.50	6/28/2027	\$3,133.50	6/28/2028	\$3,133.50
7/28/2024	\$3,133.50	7/28/2025	\$3,133.50	7/28/2026	\$3,133.50	7/28/2027	\$3,133.50	7/28/2028	\$3,133.50
8/28/2024	\$3,133.50	8/28/2025	\$3,133.50	8/28/2026	\$3,133.50	8/28/2027	\$3,133.50	8/28/2028	\$3,133.50
9/28/2024	\$3,133.50	9/28/2025	\$3,133.50	9/28/2026	\$3,133.50	9/28/2027	\$3,133.50	9/28/2028	\$3,133.50
10/28/2024	\$3,133.50	10/28/2025	\$3,133.50	10/28/2026	\$3,133.50	10/28/2027	\$3,133.50		
11/28/2024	\$3,133.50	11/28/2025	\$3,133.50	11/28/2026	\$3,133.50	11/28/2027	\$3,133.50		
12/28/2024	\$3,133.50	12/28/2025	\$3,133.50	12/28/2026	\$3,133.50	12/28/2027	\$3,133.50		

1.3 Other Terms:

N/A.

II. General

2.1 Authority for Amendment. The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate or other action on the part of YMFUS and Customer and upon execution and delivery by each of them, will constitute a legal, binding obligation thereof.

2.2 Effect of Amendment. Except as specifically amended hereby, the Agreement and the Equipment Schedule, and all terms contained therein, remains in full force and effect. The Equipment Schedule, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

2.3 Binding Effect; Severability. Each reference herein to a party hereto will be deemed to include its successors and assigns, all of whom will be bound by this Amendment and in whose favor the provisions of this Amendment will inure. In case any one or more of the provisions contained in this Amendment will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

2.4 Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Copies may be transmitted by facsimile or other electronic means (including attachments to email) for signature and each manually executed or other electronic copy (including an attachment to an email) may be used for all purposes as an original by any party. The Customer, by making any payment required under the Agreement and Equipment Schedule, as amended by this Amendment, ratifies all of the terms of the Agreement and the Equipment Schedule as so amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized signers, all with an effective date of 02/05/2024

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

City of Jackson, Mississippi

By: [Signature]
Its: PRESIDENT

By: [Signature]
Its: Mayor

[Handwritten Signature]

ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED.

WHEREAS, on December 6, 2022, the Jackson City Council approved an Order "Accepting the Bid of Yamaha Golf-Car Company with Vantage Tag Systems for the Lease of Sixty-Five (65) New Fuel Injected Golf Carts and Two (2) New Fuel Injected Utility Cars with GPS Tracking Systems for the Department of Parks and Recreation" (Previous Order); and

WHEREAS, the Previous Order combined the monthly payment for the GPS units with the monthly payment for the golf carts into one monthly payment; and

WHEREAS, the Previous Order stated that the monthly price for sixty-five (65) golf carts with GPS units would total FIVE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLAR AND FIVE CENTS (\$5,536.05); and

WHEREAS, the Parks and Recreation Department received contracts from Yamaha Golf-Car Company and Vantage Tag Systems for execution by the Mayor; and

WHEREAS, the monthly price contained in the Yamaha Golf-Car Company contract for the sixty-five (65) golf carts totals FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55); and

WHEREAS, the monthly price contained in the Vantage Tag Systems contract for the GPS units totals ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50); and

WHEREAS, the combined total of the two monthly totals listed above equals FIVE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND FIVE CENTS (\$5,536.05), which is the total monthly amount for the sixty-five (65) golf carts with GPS units that the City Council approved in its Previous Order; and

WHEREAS, the Previous Order did not authorize the Mayor to execute a contract with Vantage Tag Systems; and

WHEREAS, no other items need to be amended in the Previous Order; and

WHEREAS, it is in the best interests of the City of Jackson that the Previous Order be amended to show that the GPS units that will be installed in the sixty-five (65) golf carts as discussed above will be provided by Vantage Tag Systems at a total monthly cost of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50); and

WHEREAS, it is in the best interests of the City of Jackson that the Mayor be authorized to execute an agreement with Vantage Tag Systems for the GPS units that will be installed in the sixty-five (65) golf carts as discussed in the Previous Order.

IT IS HEREBY ORDERED that the Previous Order be amended to show that the GPS units that are being installed in the sixty-five (65) Yamaha golf carts are being provided by Vantage Tag Systems at a total monthly cost of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50).

IT IS FURTHER ORDERED that a separate monthly payment to Vantage Tag Systems in the amount of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50) is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements needed in order to effectuate this Amended Order as well as the Previous Order with Yamaha Golf-Car Company and with Vantage Tag Systems.

IT IS FURTHER ORDERED that the Previous Order, excepting the changes made herein, remains unchanged.

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

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

Nays – None.

Abstentions – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on November 7, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Unanimous Approval

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXECUTE AN AMENDMENT WHICH EXTENDS THE EXISTING LEASE OF GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION USA COMPANY FOR AN ADDITIONAL EIGHT (8) MONTHS.

WHEREAS, the City of Jackson previously entered into a lease with Yamaha Motor Finance Corporation USA in November 2018 for the lease of golf-carts and a utility cart; and

WHEREAS, the golf carts are located at the City of Jackson's Pete Brown Golf Facility; and

WHEREAS, the City of Jackson's lease with Yamaha Motor Finance Corporation USA expired on December 28, 2022; and

WHEREAS, the City of Jackson recently accepted a bid for new golf carts with tracking technology and anticipates that the new golf carts will be delivered within eight (8) months; and

WHEREAS, in order to have golf carts available for use by patrons, the Department of Parks and Recreation is recommending that the prior lease with Yamaha Motor Finance Corporation USA be extended and ratified for an additional eight (8) months; and

WHEREAS, Yamaha Motor Finance Corporation USA is willing to amend the prior lease by extending the lease term for

WHEREAS, the lease term will be reduced from 36 months to 30 months; and

WHEREAS, the monthly lease fee will be reduced from \$14.00 to \$12.00; and

WHEREAS, any golf carts not returned to the City of Jackson at no charge and without damage; and

WHEREAS, the lease term will extend from December 28, 2022 and end on July 28, 2023; and

WHEREAS, in the event of the expiration of the eight (8) month term extension, the lease will automatically terminate.

WHEREAS, all other terms and conditions of the lease executed by the City of Jackson and Yamaha Motor Finance Corporation USA not amended will remain in full force and effect; and

WHEREAS, the lease of the golf carts during the extension term will be financed at an interest rate of 4.487 according to the amortization schedule; and

WHEREAS, the lease of the utility cart will be financed during the extension term at an interest rate of 4.52 according to the amortization schedule; and

* Order extending Yamaha golf cart lease 1/17/23

WHEREAS, the best interest of the City of Jackson would be served by amending the prior lease with Yamaha Motor Finance Corporation as stated so that golf carts are available pending the delivery of new carts;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute an amendment to the existing lease with Yamaha Motor Finance Corporation USA to extend the term for a period of eight (8) months and to reduce the sums paid for the leasing of the golf carts and utility cart as stated.

IT IS THEREFORE ORDERED that the sum paid for the lease of the golf carts shall not exceed \$3,458.39 per month during the extended lease term.

IT IS THEREFORE ORDERED that the sum paid for the lease of the utility cart shall not exceed \$136.37 per month during the extended lease term.

IT IS THEREFORE ORDERED that the additional utility cart shall become the City of Jackson's property at the extension of the lease term.

IT IS THEREFORE ORDERED that all terms and conditions of the lease not amended shall remain in full force and effect.

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

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

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on January 17, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CARS WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION (BID NO. 98141- 101822).

WHEREAS, a solicitation for the leasing of 65 golf carts and 2 utility carts was advertised upon the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation provided the specifications for the equipment; and

WHEREAS, the Department of Parks and Recreation inadvertently did not include in the specifications terms regarding maintenance and servicing of the equipment; and

WHEREAS, the Department of Parks and Recreation notified vendors who had received specifications of the additional specification concerning maintenance and servicing of the equipment on the day of bid opening - October 18, 2022; and

WHEREAS, the bids were opened and that the Department of Parks and Recreation was not aware of the maintenance and servicing of the equipment; and

** Original Order accepting Yamaha golf cart bids.
12-6-22*

... clerk was not aware of maintenance and

WHEREAS, Section 31-100 specifications can be issued with the bids unless such addendum is issued at least five working days after the date of the addendum;

... an addendum to bid #1 for the receipt of more than five working

WHEREAS, the bids received from Yamaha Golf Car Company, Ladd's Golf and Tennis Company, and

... from Yamaha Golf and Tennis Company

WHEREAS, all vendors were asked to submit their best and final offers which include

... asked to submit their best and final offers which include

WHEREAS, best and final offers were solicited in order to cure the error arising from the issuance of an addendum and the opening of bids on the same day; and

WHEREAS, best and final offers were opened on November 9, 2022; and

WHEREAS, Yamaha Golf Car Company was the only vendor who submitted a best and final offer; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$94.69 per month for forty eight (48) months; and

WHEREAS, the lease of 65 golf carts for forty eight (48) months would cost \$6,154.85 per month or \$73,858.20 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$85.17 per month for sixty (60) months; and

WHEREAS, the lease of 65 golf carts for sixty (60) months would cost \$5,536.05 per month or \$66,432.60 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$172.40 per month for 48 months; and

WHEREAS, the lease of 2 utility carts for forty- eight (48) months would cost \$334.80 per month or \$4,017.60 annually; and

WHEREAS, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$150.50 for 60 months; and

WHEREAS, the lease of 2 utility carts for sixty (60) months would cost \$301.00 per month or \$3,612.00 annually; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Cart Company for the lease of 65 golf carts for a term of 60 months at a cost of \$5,536.05 per month or \$66,432.60 annually; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of 301.00 per month or \$ 3,612.00 annually; and

IT IS THEREFORE ORDERED that the bid of Yamaha Golf Car Company for the lease of 65 golf carts for a term of 60 months at a cost of 5,536.05 per month or \$66,432.60 annually be accepted;

IT IS THEREFORE ORDERED that the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of \$301.00 per month or \$3,612.00 annually be accepted.

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

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

Nays – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on December 6, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

October 2, 2023

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 2-YU1A UMAX 1 EFI GOLF CARS and 65-DR2A AFI GOLF CARS. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule # 218009 & 217979
Request for Insurance
Certificate of Acceptance
Resale Certificate
Invoice For First Payment
ACH Form Required ___ Optional x

OTHER

Please have these documents signed by an Authorized Officer and return them to me via fax or email.
Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of Purchase Orders, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Brandon Rankin
Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT

EDITED



MASTER LEASE AGREEMENT dated October 2, 2023 between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF JACKSON, MISSISSIPPI, having its principal office at PO BOX 17, JACKSON, MS 39208 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP"), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial number and other identifying data of the Equipment.
5. **Location and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee releases Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, however caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance. In each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's Invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; ; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor for any of its assignees hereunder; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect: Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alteration or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF JACKSON, MISSISSIPPI as
Lessee

YAMAHA MOTOR FINANCIAL CORPORATION, U.S.A. as Lessor

By: Chokwe A Lumumba By: Craig Hewitt

Print Name: Chokwe A Lumumba
Mayor of City of Jackson

Print Name: Craig Hewitt

Title: _____

Title: PRESIDENT

EXHIBIT A
EQUIPMENT SCHEDULE # 217979
 Dated October 2, 2023

1. This Schedule covers the following property ("Equipment")

65-DR2A AFT GOLF CARS

2. Location of Equipment:

**CITY OF JACKSON
 3288 WOODROW WILSON AVE
 JACKSON, MS 39209**

3. The Lease term for the Equipment described herein shall commence on October 28, 2023 and shall consist of: 60 months from the first day of the month following said date.

4. Rental payments (plus applicable taxes) on the Equipment shall be due according to the Schedule of Payments below:

STARTING OCTOBER 2023 AND ENDING SEPTEMBER 2028. DUE THE 25TH DAY OF THE MONTH AS FOLLOWS:

Oct-23	\$4,528.55	Jan-24	\$4,528.55	Jan-25	\$4,528.55	Jan-26	\$4,528.55	Jan-27	\$4,528.55	Jan-28	\$4,528.55
Nov-23	\$4,528.55	Feb-24	\$4,528.55	Feb-25	\$4,528.55	Feb-26	\$4,528.55	Feb-27	\$4,528.55	Feb-28	\$4,528.55
Dec-23	\$4,528.55	Mar-24	\$4,528.55	Mar-25	\$4,528.55	Mar-26	\$4,528.55	Mar-27	\$4,528.55	Mar-28	\$4,528.55
		Apr-24	\$4,528.55	Apr-25	\$4,528.55	Apr-26	\$4,528.55	Apr-27	\$4,528.55	Apr-28	\$4,528.55
		May-24	\$4,528.55	May-25	\$4,528.55	May-26	\$4,528.55	May-27	\$4,528.55	May-28	\$4,528.55
		Jun-24	\$4,528.55	Jun-25	\$4,528.55	Jun-26	\$4,528.55	Jun-27	\$4,528.55	Jun-28	\$4,528.55
		Jul-24	\$4,528.55	Jul-25	\$4,528.55	Jul-26	\$4,528.55	Jul-27	\$4,528.55	Jul-28	\$4,528.55
		Aug-24	\$4,528.55	Aug-25	\$4,528.55	Aug-26	\$4,528.55	Aug-27	\$4,528.55	Aug-28	\$4,528.55
		Sep-24	\$4,528.55	Sep-25	\$4,528.55	Sep-26	\$4,528.55	Sep-27	\$4,528.55	Sep-28	\$4,528.55
		Oct-24	\$4,528.55	Oct-25	\$4,528.55	Oct-26	\$4,528.55	Oct-27	\$4,528.55		
		Nov-24	\$4,528.55	Nov-25	\$4,528.55	Nov-26	\$4,528.55	Nov-27	\$4,528.55		
		Dec-24	\$4,528.55	Dec-25	\$4,528.55	Dec-26	\$4,528.55	Dec-27	\$4,528.55		

5. Interest Factor: 6.16 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated October 2, 2023 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

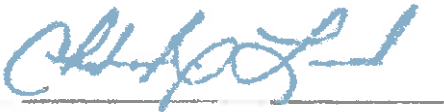
Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF JACKSON, MISSISSIPPI

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By:



Signature

By:



Name:

Chokwe A Lumumba

Name:

Craig Hewitt

Type or Print

Title:

Mayor of City of Jackson Mississippi

Title:

President



**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CITY OF JACKSON
EQUIPMENT SCHEDULE # 217979**

CITY OF JACKSON
Yield:6.160%

Initialed By _____

Mon #	Due Date	Payment	Interest
1	10/28/2023	4,528.55	1,703.09
2	11/28/2023	4,528.55	1,691.22
3	12/28/2023	4,528.55	1,679.29
4	01/28/2024	4,528.55	1,667.30
5	02/28/2024	4,528.55	1,655.25
6	03/28/2024	4,528.55	1,643.13
7	04/28/2024	4,528.55	1,630.96
8	05/28/2024	4,528.55	1,618.73
9	06/28/2024	4,528.55	1,606.43
10	07/28/2024	4,528.55	1,594.08
11	08/28/2024	4,528.55	1,581.66
12	09/28/2024	4,528.55	1,569.18
13	10/28/2024	4,528.55	1,556.64
14	11/28/2024	4,528.55	1,544.03
15	12/28/2024	4,528.55	1,531.36
16	01/28/2025	4,528.55	1,518.63
17	02/28/2025	4,528.55	1,505.84
18	03/28/2025	4,528.55	1,492.98
19	04/28/2025	4,528.55	1,480.05
20	05/28/2025	4,528.55	1,467.06
21	06/28/2025	4,528.55	1,454.01
22	07/28/2025	4,528.55	1,440.89
23	08/28/2025	4,528.55	1,427.70
24	09/28/2025	4,528.55	1,414.43
25	10/28/2025	4,528.55	1,401.14
26	11/28/2025	4,528.55	1,387.75
27	12/28/2025	4,528.55	1,374.30
28	01/28/2026	4,528.55	1,360.78
29	02/28/2026	4,528.55	1,347.20
30	03/28/2026	4,528.55	1,333.54
31	04/28/2026	4,528.55	1,319.82
32	05/28/2026	4,528.55	1,306.03
33	06/28/2026	4,528.55	1,292.17
34	07/28/2026	4,528.55	1,278.24
35	08/28/2026	4,528.55	1,264.24
36	09/28/2026	4,528.55	1,250.17
37	10/28/2026	4,528.55	1,236.03
38	11/28/2026	4,528.55	1,221.82
39	12/28/2026	4,528.55	1,207.53
40	01/28/2027	4,528.55	1,193.18
41	02/28/2027	4,528.55	1,178.75
42	03/28/2027	4,528.55	1,164.26
43	04/28/2027	4,528.55	1,149.68
44	05/28/2027	4,528.55	1,135.04
45	06/28/2027	4,528.55	1,120.32
46	07/28/2027	4,528.55	1,105.53
47	08/28/2027	4,528.55	1,090.67
48	09/28/2027	4,528.55	1,075.73
49	10/28/2027	4,528.55	1,060.72
50	11/28/2027	4,528.55	1,045.63
51	12/28/2027	4,528.55	1,030.46
52	01/28/2028	4,528.55	1,015.22
53	02/28/2028	4,528.55	999.90
54	03/28/2028	4,528.55	984.51
55	04/28/2028	4,528.55	969.04
56	05/28/2028	4,528.55	953.49
57	06/28/2028	4,528.55	937.87
58	07/28/2028	4,528.55	922.16
59	08/28/2028	4,528.55	906.38
60	09/28/2028	4,528.55	890.52
	Totals:	271,713.00	78,983.78



FINANCIAL SERVICES

Yamaha Motor Finance Corporation, U.S.A.
8555 Katella Avenue
Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:
City of Jackson Risk Management

October 2, 2023

ADDRESS: 218 South President
Jackson MS 39201

Please Reference our Quotestk: 218009 & 217979

PHONE: 601-960-1039

FAX/EMAIL: _____

RE: CITY OF JACKSON

(Customer) Account#: _____

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than **\$1000,000.00 combined single limit**.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
8555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

2-YU1A UMAX 1 EFI GOLF CARS

65-DR2A AFI GOLF CARS

CITY OF JACKSON, MISSISSIPPI

(Customer)

Equipment Location:

3200 WOODROW WILSON AVE

JACKSON MS, 39209

By:

(Signature of Authorized Officer)

Mayor

Title



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 217979
Date Prepared: 10/02/2023

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	217979	65-DR2A AFI GOLF CARS, Located at: CITY OF JACKSON	
10/28/2023		<i>Payment</i>	\$4,528.65
		<i>Payment Tax</i>	\$0.00
		YOUR ACCOUNT BALANCE IS _____	\$4,528.65

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 217979
Date Prepared: 10/02/2023

Payment for:

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

17979

\$ _____
Amount Paid

Date Paid

Check Number



Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

October 2, 2023

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 2-YU1A UMAX 1 EFI GOLF CARS and 65-DR2A AFI GOLF CARS. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule # 218009 & 217979
Request for Insurance
Certificate of Acceptance
Resale Certificate
Invoice For First Payment
ACH Form Required Optional

OTHER

Please have these documents signed by an Authorized Officer and return them to me via fax or email.
Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of Purchase Orders, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Brandon Rankin
Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT

EDITED



MASTER LEASE AGREEMENT dated October 2, 2023 between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 8555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF JACKSON, MISSISSIPPI having its principal office at PO BOX 17, JACKSON, MS 39208 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial number and other identifying data of the Equipment.
5. **Location and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnitor; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; ; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor (or any of its assignees hereunder); or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessor's Representations and Warranties. Lessor represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. **Non-Appropriation of Funds.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. **Binding Effect: Successors and Assigns.** This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. **Notice.** Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. **Governing Law.** This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. **Severability.** In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. **Signed Counterparts.** The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. **Article 2A.** To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. **Statute of Limitations.** Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. **Entire Agreement.** This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alteration or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF JACKSON, MISSISSIPPI as
Lessee

By: _____

Print Name: Chokwe A Lumumba
Mayor of City of Jackson

Title: _____

YAMAHA MOTOR CYCLES CORPORATION, U.S.A. as Lessor

Print Name: Craig Hewitt

Title: PRESIDENT

EXHIBIT A
EQUIPMENT SCHEDULE # 218009
Dated October 2, 2023

1. This Schedule covers the following property ("Equipment")

2-YU1A UMAX 1 EFT GOLF CARS

2. Location of Equipment:

CITY OF JACKSON
3200 WOODROW WILSON AVE
JACKSON, MS 39209

3. The Lease term for the Equipment described herein shall commence on October 28, 2023 and shall consist of: **60 months** from the first day of the month following said date.

4. Rental payments (plus applicable taxes) on the Equipment shall be due according to the Schedule of Payments below:

STARTING OCTOBER 2023 AND ENDING SEPTEMBER 2028. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Oct-23	\$297.00	Jan-24	\$297.00	Jan-25	\$297.00	Jan-26	\$297.00	Jan-27	\$297.00	Jan-28	\$297.00
Nov-23	\$297.00	Feb-24	\$297.00	Feb-25	\$297.00	Feb-26	\$297.00	Feb-27	\$297.00	Feb-28	\$297.00
Dec-23	\$297.00	Mar-24	\$297.00	Mar-25	\$297.00	Mar-26	\$297.00	Mar-27	\$297.00	Mar-28	\$297.00
		Apr-24	\$297.00	Apr-25	\$297.00	Apr-26	\$297.00	Apr-27	\$297.00	Apr-28	\$297.00
		May-24	\$297.00	May-25	\$297.00	May-26	\$297.00	May-27	\$297.00	May-28	\$297.00
		Jun-24	\$297.00	Jun-25	\$297.00	Jun-26	\$297.00	Jun-27	\$297.00	Jun-28	\$297.00
		Jul-24	\$297.00	Jul-25	\$297.00	Jul-26	\$297.00	Jul-27	\$297.00	Jul-28	\$297.00
		Aug-24	\$297.00	Aug-25	\$297.00	Aug-26	\$297.00	Aug-27	\$297.00	Aug-28	\$297.00
		Sep-24	\$297.00	Sep-25	\$297.00	Sep-26	\$297.00	Sep-27	\$297.00	Sep-28	\$297.00
		Oct-24	\$297.00	Oct-25	\$297.00	Oct-26	\$297.00	Oct-27	\$297.00		
		Nov-24	\$297.00	Nov-25	\$297.00	Nov-26	\$297.00	Nov-27	\$297.00		
		Dec-24	\$297.00	Dec-25	\$297.00	Dec-26	\$297.00	Dec-27	\$297.00		

5. Interest Factor: 6.16 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated October 2, 2023 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the one bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF JACKSON, MISSISSIPPI

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

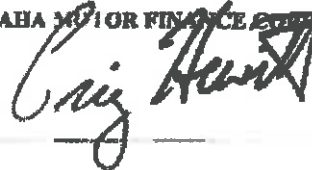
By:



Signature



By:



Name:

Chokwe A Lumumba

Type or Print

Name:

Craig Hewitt

Title:

Mayor of City of Jackson

Title:

President



**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CITY OF JACKSON
EQUIPMENT SCHEDULE # 218009**

Initialed By _____

CITY OF JACKSON
Yield: 6.160%

Mon #	Due Date	Payment	Interest
1	10/28/2023	297.00	85.37
2	11/28/2023	297.00	84.45
3	12/28/2023	297.00	83.52
4	01/28/2024	297.00	82.58
5	02/28/2024	297.00	81.64
6	03/28/2024	297.00	80.70
7	04/28/2024	297.00	79.75
8	05/28/2024	297.00	78.80
9	06/28/2024	297.00	77.84
10	07/28/2024	297.00	76.87
11	08/28/2024	297.00	75.91
12	09/28/2024	297.00	74.93
13	10/28/2024	297.00	73.96
14	11/28/2024	297.00	72.97
15	12/28/2024	297.00	71.99
16	01/28/2025	297.00	71.00
17	02/28/2025	297.00	70.00
18	03/28/2025	297.00	69.00
19	04/28/2025	297.00	67.99
20	05/28/2025	297.00	66.98
21	06/28/2025	297.00	65.96
22	07/28/2025	297.00	64.94
23	08/28/2025	297.00	63.91
24	09/28/2025	297.00	62.88
25	10/28/2025	297.00	61.84
26	11/28/2025	297.00	60.80
27	12/28/2025	297.00	59.75
28	01/28/2026	297.00	58.70
29	02/28/2026	297.00	57.64
30	03/28/2026	297.00	56.57
31	04/28/2026	297.00	55.51
32	05/28/2026	297.00	54.43
33	06/28/2026	297.00	53.35
34	07/28/2026	297.00	52.27
35	08/28/2026	297.00	51.18
36	09/28/2026	297.00	50.08
37	10/28/2026	297.00	48.98
38	11/28/2026	297.00	47.87
39	12/28/2026	297.00	46.76
40	01/28/2027	297.00	45.64
41	02/28/2027	297.00	44.52
42	03/28/2027	297.00	43.39
43	04/28/2027	297.00	42.25
44	05/28/2027	297.00	41.11
45	06/28/2027	297.00	39.97
46	07/28/2027	297.00	38.82
47	08/28/2027	297.00	37.66
48	09/28/2027	297.00	36.50
49	10/28/2027	297.00	35.33
50	11/28/2027	297.00	34.15
51	12/28/2027	297.00	32.97
52	01/28/2028	297.00	31.78
53	02/28/2028	297.00	30.59
54	03/28/2028	297.00	29.39
55	04/28/2028	297.00	28.19
56	05/28/2028	297.00	26.98
57	06/28/2028	297.00	25.76
58	07/28/2028	297.00	24.54
59	08/28/2028	297.00	23.31
60	09/28/2028	297.00	22.08
Totals:		17,820.00	3,314.57



FINANCIAL SERVICES

Yamaha Motor Finance Corporation, U.S.A.
6666 Katella Avenue
Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:
City of Jackson Risk Management

October 2, 2023

ADDRESS: 218 South President

Jackson MS 39201

Please Reference our Quotef#: 218009 & 217979

PHONE: 601-960-1039

FAX/EMAIL: _____

RE: CITY OF JACKSON

(Customer) Account#: _____

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as LOSS PAYEE.

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an ADDITIONAL INSURED with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1000,000.00 combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

2-YU1A UMAX 1 EFI GOLF CARS

68-DR2A AFI GOLF CARS

CITY OF JACKSON, MISSISSIPPI

(Customer)

Equipment Location:

3200 WOODROW WILSON AVE

JACKSON MS, 39209

By: _____

(Signature of Authorized Officer)

Mayor

Title _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No 218009
dated October 2, 2023 to the Master Lease Agreement dated
October 2, 2023 between Yamaha Motor Finance Corporation U.S.A.
(the "Lessor") and CITY OF JACKSON, MISSISSIPPI (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QTY/EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
2-YU1A UMAX 1 EFI GOLF CARS	See Attachment	New	CITY OF JACKSON 3200 WOODROW WILSON AVE JACKSON, MS 39208

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF JACKSON, MISSISSIPPI
as Lessee
By: _____
Name: _____
Title: _____

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha, and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

- 1. Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
- 2. Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
- 3. Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
- 4. Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
- 5. Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
- 6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
- 7. Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Delivery of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacy Stankev Assistant Department Manager

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

Address: **6555 KATELLA AVE, CYPRESS, CA 90630**

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ¹⁸	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HJ ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
Mi ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF JACKSON MISSISSIPPI

Customer Number 8600388

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
 Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, ~~along~~ with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
or Fax to 714-761-7363



PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 218009
Date Prepared: 10/02/2023

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	218009	2-YU1A UMAX 1 EFI GOLF CARS, Located at: CITY OF JACKSON	
10/28/2023		<i>Payment</i>	\$297.00
		<i>Payment Tax</i>	\$0.00
		YOUR ACCOUNT BALANCE IS -----	\$297.00

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.



PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 218009
Date Prepared: 10/02/2023

Payment for:

CITY OF JACKSON, MISSISSIPPI
Parks&Recreation Attn: Shannon Amos
JACKSON, MS 39205

218009 \$ _____ _____ # _____
Amount Paid *Date Paid* *Check Number*

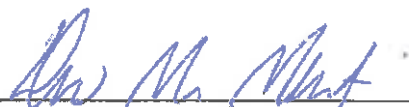
Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/12/24

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PREVIOUSLY EXECUTED AMENDMENT TO YAMAHA MOTOR FINANCE CORPORATION'S EQUIPMENT SCHEDULE NUMBER 217979 AND AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, TO REDUCE THE NUMBER OF LEASED GOLF CARTS BY FIFTEEN THEREBY LOWERING THE CURRENT MONTHLY PAYMENT FROM FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55) TO THREE THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS (\$3,133.50) (MUHAMMAD, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Justin Powell, Deputy City Attorney 



Date

19

OFFICE OF THE CITY ATTORNEY
PARKS & RECREATION

ORDER RATIFYING AND APPROVING PAYMENT FOR PAST PROFESSIONAL WATER HEATER INSPECTION AND CERTIFICATION SERVICES PERFORMED BY THE MISSISSIPPI STATE DEPARTMENT OF HEALTH'S BOILER AND PRESSURE VESSEL SAFETY BRANCH ON WATER HEATERS LOCATED AT THE VERGIE P. MIDDLETON COMMUNITY CENTER (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department's Programming Division operates the Vergie P. Middleton Community Center located at 3971 Flag Chapel Road; and

WHEREAS, Mississippi Code Section 45-23-51 requires the inspection and certification of boiler or pressure vessels located within the State and assigns misdemeanor criminal penalties and daily fines up to FIVE HUNDRED DOLLARS (\$500.00) per day for the failure to obtain said inspection and certification; and

WHEREAS, the Mississippi State Department of Health's Boiler and Pressure Vessel Safety Branch provides water heater inspection services; and

WHEREAS, the Parks and Recreation Department received an invoice (invoice number 20-125669) from the Boiler and Pressure Vessel Safety Branch in the amount of NINETY DOLLARS (\$90.00) for the inspections of three (3) water heaters located at the Vergie P. Middleton Community Center that occurred on March 6, 2020; and

WHEREAS, the inspection services provided by the Boiler and Pressure Vessel Safety Branch was verified by Programming Manager Lisa Wilson; and

WHEREAS, it is in the best interests of the City of Jackson that the inspection services provided by the Boiler and Pressure Vessel Safety Branch be ratified and that payment in the amount of NINETY DOLLARS (\$90.00) be approved and made to the Boiler and Pressure Vessel Safety Branch; therefore

IT IS HEREBY ORDERED that the above-described water heater inspection services performed by the Boiler and Pressure Vessel Safety Branch is ratified and that payment in the amount of NINETY DOLLARS (\$90.00) is approved; and

IT IS FURTHER ORDERED that the NINETY DOLLAR (\$90.00) payment be made to MDH/Boiler Safety Branch from account number 005-501.25-6419.

(MUHAMMAD, LUMUMBA)
Item No.: 19
Date: March 26, 2024

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 29, 2024

POINTS		COMMENTS																																			
1.	Brief Description/Purpose	Order authorizing the Mayor to approve payment to MS Department of Health for professional services at 3971 Flag Chapel Road, Jackson, MS																																			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																			
3.	Who will be affected	All patrons using the Vergy P. Community Center																																			
4.	Benefits	To ensure safe environment for patrons and employees.																																			
5.	Schedule (beginning date)	Upon City Council Approval.																																			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 2 No																																			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks and Recreation – Programming Division																																			
8.	COST	NINETY DOLLARS AND NO CENTS (\$90.00)																																			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-501.25-6419																																			
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A
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AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A																															
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A																															
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A																															
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A																															



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: FEBRUARY 27, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
LISA WILSON, PROGRAMMING MANAGER
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – MS DEPT OF HEALTH

This memorandum is to provide account information for the professional services payment to MS State Department of Health for invoice 20-125669.

IT IS REQUESTED, that an Order for the above-described professional services with MS State Department of Health for providing inspections services for the water heater at Presidential Hills Clubhouse be ratified and that a payment in the amount of NINETY DOLLARS (\$90.00) be approved and made to MS State Department of Health from account no. 005-501.25-6419.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: February 29, 2024
RE: MS Department of Health

Order requesting approval of payment ratification with MS Department of Health for professional services at Vergy P. Middleton Community Center in the amount of NINETY DOLLARS AND NO CENTS (\$90.00) for invoice number 20-125699.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



Boiler and Pressure Vessel Safety Branch

570 E Woodrow Wilson, Suite U-106

PO Box 1700

Jackson, MS 39215

Phone: 601-576-7196

Fax: 601-576-7175

City of Jackson

Vickie Dykes

PO Box 17 1000 Metro Cntr Suite 104

Jackson, MS 39205-0017



FINAL NOTICE

Invoice Number: 20-125669

Invoice Date: 03/13/2020

Invoice Total: **\$90.00**

DUE AND PAYABLE UPON RECEIPT

Insp Date	Description	Location	MS Number	Qt	Fees			
					Cert	Insp	Misc	Total
03/06/2020	Electric Stg. Water Heater - Bradford White - 2014	City of Jackson Presidential Hills Club - UNDER SINK KITCHEN	MS120231-15H	1	\$30.00	\$0.00	\$0.00	\$30.00
03/06/2020	Electric Stg. Water Heater - Bradford White - 2013	City of Jackson Presidential Hills Club - MEN'S R/R	MS120232-15H	1	\$30.00	\$0.00	\$0.00	\$30.00
03/06/2020	Electric Stg. Water Heater - Bradford White - 2013	City of Jackson Presidential Hills Club - WOMEN'S R/R	MS120233-15H	1	\$30.00	\$0.00	\$0.00	\$30.00

Subtotal:	\$90.00
Amount Received:	\$0.00
Balance Due:	\$90.00

RECEIVED
FEB 26 2024
BY:

REMITTANCE FORM

Invoice Number: 20-125669

Date: 03/13/2020

Total Due: **\$90.00**

Amount Paid: _____

Mail to: Boiler and Pressure Vessel Safety
PO Box 1700
570 E Woodrow Wilson, Suite U-106
Jackson, MS 39215

Please make checks payable to MDH / Boiler Safety Branch
Please include invoice number or remittance form with payment.



FINAL NOTICE

MISSISSIPPI STATE DEPARTMENT OF HEALTH

MISSISSIPPI BOILER AND PRESSURE VESSEL SAFETY LAW

Please be aware the Mississippi Boiler and Pressure Vessel Safety Law (45-23-51) states that it shall be unlawful for any person, firm, partnership or corporation to operate in this state or its territories a boiler or pressure vessel without a valid inspection certificate. The operation of a boiler or pressure vessel without such certificate shall constitute a **misdeemeanor** on the part of the owner, user or operator thereof and shall be punishable by a fine not exceeding five hundred dollars (\$500.00) or imprisonment not to exceed six (6) months, or both. **Each day of such unlawful operation shall be deemed a separate offense.**

Our records indicate that you do not have a valid inspection certificate(s) for your equipment therefore subject to these penalties

If you have any questions concerning this very important matter, please contact our office at 601-576-7196.

RECEIVED
FEB 26 2024
BY: *[Signature]*

Very Respectfully,

[Handwritten Signature]

Thomas B. Carter
Director/Chief Inspector
MS State Dept. of Health
Boiler and Pressure Vessel Safety

Boiler & Pressure Vessel Safety *Post Office Box 1700 *Jackson, MS 39215-1700
Phone 601-576-7196 *Fax 601-576-7175 *www.HealthyMS.com

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JP
3/12/24

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND APPROVING PAYMENT FOR PAST PROFESSIONAL WATER HEATER INSPECTION AND CERTIFICATION SERVICES PERFORMED BY THE MISSISSIPPI STATE DEPARTMENT OF HEALTH'S BOILER AND PRESSURE VESSELL SAFETY BRANCH ON WATER HEATERS LOCATED AT VERGY P. MIDDLETON COMMUNITY CENTER** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Justin Powell, Deputy City Attorney JP 3/12/24

3/12/24

Date

20

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL PHOTOGRAPHY SERVICES TO BLOUNT PHOTOGRAPHY LLC FOR THE EASTER EGG HUNT EVENT BEING HELD ON SATURDAY, MARCH 30TH, 2024, AT THE VA LEGION SOFTBALL COMPLEX (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department's Programming Division will host its annual Easter Egg Hunt on Saturday, March 30th, 2024, at the VA Legion Softball Complex; and

WHEREAS, the Programming Division received a quote from Blount Photography LLC (Blount Photography) to provide professional photography services at the event in the total amount of FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, Blount Photography's quote includes a photograph with the Easter Bunny for each child attending the event; and

WHEREAS, Blount Photography is a Limited Liability Company, created pursuant to the Laws of the State of Mississippi on June 26, 2018, and is currently in Good Standing with the State of Mississippi; and

WHEREAS, it is in the best interests of the City of Jackson to hold family-oriented events such as the annual Easter Egg Hunt and to provide professional photography services at such events so that attendees can memorialize the events with a professionally taken photograph; therefore

IT IS HEREBY ORDERED that the professional photography services described above to be performed by Blount Photography at the annual Easter Egg Hunt is approved and that payment shall be made to Blount Photography for said services in the total amount of FIVE HUNDRED DOLLARS (\$500.00) from account number 005-501.25-6419; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreement(s) and/or document(s) needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)
Item No.: 20
Date: March 26, 2024

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 29, 2024

POINTS		COMMENTS
1.	Brief Description	Order requesting approval of future services and payments to Blount Photography LLC for the City of Jackson annual "Easter Egg Hunt" event on Saturday, March 30, 2024.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life
3.	Who will be affected	Youths ages 4-10 years
4.	Benefits	Provides youth with activities which they can participate in
5.	Schedule (beginning date)	Upon City Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation.
8.	COST	FIVE HUNDRED DOLLARS (\$500.00)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 005-501.25-6419
10	EBO participation	ABE _____% WAIVER yes ___ no √ N/A √ AABE _____% WAIVER yes ___ no √ N/A √ WBE _____% WAIVER yes ___ no √ N/A √ HBE _____% WAIVER yes ___ no √ N/A √ NABE _____% WAIVER yes ___ no √ N/A √

Parks & Recreation Department
633 North State Street 5th Floor
P O Box 17
Jackson, MS 392005-0017
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Chokwe Antar Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: February 29, 2024
RE: BLOUT PHOTOGRAPHY, LLC

Order authorizing the Mayor to execute an agreement with Blount Photography, LLC for the Easter Egg Hunt to be held at VA Legion Field on March 30, 2024.

IT IS REQUESTED, that an Order for the above-described professional services with Blount Photography for providing photography services for the Easter Egg Hunt be ratified and that a payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) be approved and made to Blount Photography from account no. 005-501.25-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

INTEROFFICE MEMORANDUM

TO: Shannon Amos, Investment Budget Supervisor
Parks and Recreation

FROM: Lisa Wilson, Recreation Manager *LW*
Parks and Recreation

SUBJECT: REQUESTING SERVICE FROM BLOUNT PHOTOGRAPHY

DATE: FEBRUARY 12, 2024

CC: Abram Muhammad, Deputy Director
Parks and Recreation

This service is needed from BLOUNT PHOTOGRAPHY at a cost of \$500.00; in order for the participants with the Easter Egg Hunt can take a picture with the Easter Bunny and keep the photo as a keepsake. The "EASTER EGG HUNT", Will be held at the VA LEGION SOFTBALL COMPLEX slated for SATURDAY, MARCH 30TH, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: FEBRUARY 27, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – BLOUNT PHOTOGRAPHY

This memorandum is to provide account information for the professional services payment to Blount Photography.

IT IS REQUESTED, that an Order for the above-described professional services with Blount Photography for providing photography services for the Easter Egg Hunt be ratified and that a payment in the amount of FIVE HUNDRED DOLLARS (\$500.00) be approved and made to Blount Photography from account no. 005-501.25-6419.

Thank you,

Shannon V. Amos

Budget Investment Supervisor



Blount Photography sent you an estimate

We look forward to working with you.

Customer

Lisa with the City of Jackson
lwilson@jacksonms.gov
+1 (601) 573-3826

Estimate #10963

February 11, 2024

Hide full details ^

EASTER EGG HUNT

Service date: **March 30, 2024**

EASTER EGG HUNT

\$500.00

PHOTO OF EACH CHILD

\$0.00

TIME 12-3

\$0.00

Subtotal

\$500.00

Total

\$500.00

Blount Photography
4622 Manilla Drive
Jackson, MS 39206
+1 (601) 668-8820

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All rights reserved.

[Square Privacy Policy](#) | [Security](#)





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Blount Photography LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1150390
Status:	Good Standing
Effective Date:	06/26/2018
State of Incorporation:	Mississippi
Principal Office Address:	4622 Manila Dr JACKSON, MS 39206

Registered Agent

Name
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 4622 Manila Dr
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Officers & Directors

Name	Title
Vanessa Blount 4622 Manila Dr Jackson, MS 39206	Manager

Office of the City Attorney

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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
3/12/24

This ORDER REQUESTING APPROVAL AND PAYMENT FOR FUTURE PROFESSIONAL PHOTOGRAPHY LLC FOR THE EASTER EGG EVENT BEING HELD ON SATURDAY, MARCH 30, 2024, AT THE VA LEGION SOFTBALL COMPLEX is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Justin Powell, Deputy City Attorney JP 3-11-24

3/12/24
Date

21

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ANGELA GRINER V. CITY OF JACKSON; JOHN DOE PERSON(S) 1 - 3; AND JOHN DOE ENTITY(IES) 1 - 3" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 19-561-EFP

WHEREAS, on August 8, 2019, Angela Griner filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a motor vehicle collision that occurred on June 5, 2018; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Angela Griner v. City of Jackson, et al; In the Hinds County Circuit Court, First Judicial District; Cause No.: 19-561-EFP*; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and her Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

_____ _____
Acct # 001519306414

_____ _____
Item# 21

Date: March 26, 2024

By: Lumumba, Martin,

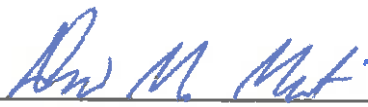
Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ANGELA GRINER V. CITY OF JACKSON; JOHN DOE PERSON(S) 1 - 3; AND JOHN DOE ENTITY(IES) 1 - 3" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 19-561-EFP, is legally sufficient for placement in NOVUS Agenda.



Drew Martin
City Attorney
Sheridan Carr
Special Asst. to City Attorney



DATE

22

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

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

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

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

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

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

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

Agenda Item # 22
March 26, 2024
(D.Martin, Lumumba)

23

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, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023 and January 30, 2024 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

**Agenda Item No. 23
March 26, 2024
(Jackson City Council)**

