



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
September 14, 2021  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REV. TONY MONTGOMERY SR. - GREATER ST. JAMES M.B. CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDER GRANTING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)**
3. **ORDER DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

**INTRODUCTION OF ORDINANCES**

**ADOPTION OF ORDINANCE**

4. **ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES. (LUMUMBA)**
5. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER. (MARTIN, LUMUMBA)**

**REGULAR AGENDA**

6. **CLAIMS (HORTON, LUMUMBA)**
7. **PAYROLL (HORTON, LUMUMBA)**
8. **ORDER TO RESCIND AUGUST 3, 2021, AUTHORIZATION TO PAY THE**

**PEOPLES BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT AND TO AUTHORIZE PAYMENT TO US BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT IN THE AMOUNT OF \$81,609.75. (HORTON, LUMUMBA)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. FOR A SENDPRO P2000 BASIC POSTAGE MACHINE TO BE USED BY THE TREASURY DIVISION OF THE DEPARTMENT OF ADMINISTRATION. (HORTON, LUMUMBA)**
10. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF RICKEY JONES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. (LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS, LLC FOR AMI METER SERVICES. (ALL WARDS) (WRIGHT, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE REQUEST NUMBER 5 TO THE AGREEMENT WITH MYTHICS, INC., WHICH PROVIDES THE SOLUTION THAT ELIMINATES THE USE OF THE MUELLER METER DATA MANAGEMENT SYSTEM. (CITYWIDE) (WRIGHT, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY 2021-2022 CHILD AND CARE FOOD PROGRAM PROCUREMENT PLAN INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDHOOD DEVELOPMENT CENTERS. (KIDD, LUMUMBA)**
14. **RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 3, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN. (KIDD, LUMUMBA)**
15. **ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES AND EVENTS AT THALIA MARA HALL. (KIDD, LUMUMBA)**
16. **ORDER AMENDING ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. (WARD 5) (HARRIS, LUMUMBA)**
17. **ORDER RATIFYING THE ACCEPTANCE OF PORTABLE RESTROOM FACILITIES WITH HAND SANITIZERS DELIVERED TO GROVE PARK ATHLETIC BALLFIELDS BY MCGRAW "GOTTA GO" AND AUTHORIZING THE PAYMENT FOR THE SAME. (HARRIS, LUMUMBA)**
18. **ORDER AUTHORIZING PAYMENT TO M&R PROTECTIVE SYSTEMS, INC. FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
19. **ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI. (LUMUMBA)**

20. **ORDER GRANTING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)**
21. **ORDER DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE. (WARD 7) (HILLMAN, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL. (WARD 7) (HILLMAN, LUMUMBA)**
23. **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE COLONIAL CIRCLE (OLD CANTON ROAD TO TRIANGLE) REPAIR PROJECT. (WARD 1) (KING, LUMUMBA)**
24. **ORDER AUTHORIZING FINAL PAYMENT TO DELTA CONSTRUCTORS, INC., OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT. (WARD 6) (KING, LUMUMBA)**
25. **RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE CITY OF JACKSON PUBLIC WORKS DEPARTMENT STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN. (JACKSON CITY COUNCIL)**

#### **DISCUSSION**

26. **DISCUSSION: HILDA DRIVE (LEE)**
27. **DISCUSSION: 3337 & 3341 BAILEY AVENUE (STOKES)**
28. **DISCUSSION: PERSONNEL (STOKES)**

#### **PRESENTATION**

#### **PROCLAMATION**

#### **RESOLUTIONS**

#### **REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

#### **ANNOUNCEMENTS**

#### **ADJOURNMENT**

#### **AGENDA ITEMS IN COMMITTEE**





**ORDER GRANTING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

OFFICE OF THE CLERK  
CITY OF JACKSON  
MS

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

WHEREAS, USB, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

IT IS THEREFORE, ORDERED that USB is hereby (*approved*) a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (*has*) met the necessary criteria for the requested variance.

Public Hearing #2  
Agenda Date September 14, 2021  
(HILLMAN, LUMUMBA)

**IT IS, FURTHER ORDERED** that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (*would*) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (*will*) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/6/21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	To erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.						
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	N/A						
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	100 Vision Dr. (Ward 7)						
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A						
10.	<b>EBO participation</b>	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>


Revised 2-04

**STAFF RECOMMENDATION: Approve**



**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

**FROM:**  Jordan Hillman, Director  
Department of Planning & Development

**DATE:** July 7, 2021

**RE:** Sign Variance

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USB, located at 100 Vision Drive, is requesting a variance to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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

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This **ORDER GRANTING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda. E



Monica D. Allen, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch

8/31/2021  
DATE

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 100 Vision Drive  
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

To install signage for a new business located in The District  
@ Eastover which can be seen by potential customers.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No  
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU-1  
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: UBS (Cornelius St. Clair)

Mailing Address: 1000 Harbor Blvd

City: Weehawken State: NJ Zip: 07084

Contact Phone: 201-352-4681 Fax: \_\_\_\_\_

Email: Cornelius.StClair@UBS.com

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SIGNS LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY: Same as above

Name: Mitchell Signs, Inc (Betsy Luke)

Mailing Address: 3200 Hwy 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Cell Fax: 662-292-0054

Email: Betsy.Luke@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S): Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

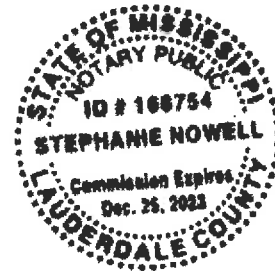
Email: district@duckworthreality.com

IX. APPLICATION FEE SCHEDULE: \*fees are non-refundable after public hearing

Variance(s) \$450.00

Stephanie Nowell  
Project Manager  
Mitchell Signs, Inc.  
601-482-7471 (office)  
601-553-1524 (direct)  
Stephanie.nowell@mitchellcompanies.com

*Stephanie Nowell*



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SIGNS/LICENSE DIVISION

**DECLARATION:**

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

OEC District, LLC  
By: BZF, Manager

The District Management Co, LLC  
By: BZF, Manager

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at \_\_\_\_\_ Jackson, Mississippi

On this the 16<sup>th</sup> day of June, 20 21

STATE OF MISSISSIPPI  
COUNTY OF HINDS

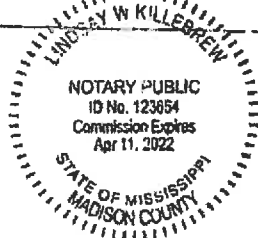
Personally came and appeared before me, the within named:

Breck Hines Breck Hines

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16<sup>th</sup> Day of June, 20 21.

MY COMMISSION EXPIRES:



Lindsay W. Killbrow  
NOTARY PUBLIC





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JUL - 6 2021

SIGNS/LICENSE DIVISION

UBS Financial Services Inc.  
1000 Harbor Boulevard  
Weehawken, NJ 07086

Tel. 201-352-4681  
Fax 201-352-5858

Cornelius.StClair@UBS.com  
www.ubs.com

June 16, 2021

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for UBS at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. UBS is in the process of opening a new location in the development, however, due to the current zoning of this particular development, the size of signage for tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business' vitality. We feel that allowing UBS to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of our request.

Respectfully,

  
Cornelius St Clair 06/16/2021

OEC District, LLC  
The District Land Development Company, LLC  
By: The District Management Co., LLC  
Breck Hines, Manager  
7-1-21



Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

July 7, 2021

UBS

Cornelius St. Clair  
1000 Harbor Blvd  
Weehawken, NJ 07086

Re: USB's Sign Variance Application

Dear Mr. St. Clair:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of USB located at 100 Vision Drive.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that USB is requesting to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager  
Signs & License Division



CITY OF JACKSON  
ZONING DIVISION

Date 6-18-21

Zone CMU-1

Approved By JM

Note \_\_\_\_\_

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JUN 17 2021

SIGN/LICENSE DIVISION

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b> Name <u>Mitchell Signs, Inc.</u> Address <u>3200 Hwy 45 N</u> City <u>Meridian</u> State <u>MS</u> Zip <u>39301</u> Phone <u>601-482-7471</u> Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> City of Jackson Privilege License # <u>BL2016001125</u>		<b>LOCATION/ADDRESS OF SIGN:</b> Business Name <u>UBS</u> Business Address <u>100 Vision Drive</u> Owner's Name <u>The District Land Development Company</u> Phone <u>601-914-0800</u> Privilege License # _____	
<b>GROUND-MOUNTED:</b> Overall Height _____ Height _____ Length _____ Square Footage _____ Wind Pressure _____ Billboard <input type="checkbox"/>	<b>BUILDING-MOUNTED:</b> Height <u>4' 8"</u> Length <u>13' 6 1/2"</u> Square Footage <u>63.28'</u> Wall Area _____	<b>TYPE OF LIGHTING:</b> Internal <input checked="" type="checkbox"/> External <input type="checkbox"/> UL# _____ Sign Material Type: <u>fabricated aluminum</u> <u>Internal white LEDs</u>	
<b>WORDING ON SIGN(S):</b> <u>logo - UBS</u> <u>Reverse lit channel logo &amp; letters with white</u> <u>internal led's</u>		<b>ZONING CLASS:</b> _____  Date Inspected: _____ APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Stephan Novel 6/7/21  
Applicant's Signature Date

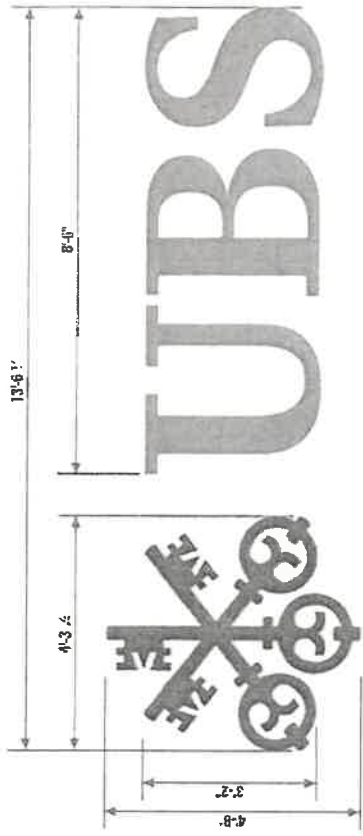
\_\_\_\_\_  
Sign and License Division Manager

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09/17/2017

SIGNS/LICENSE DIVISION

### Reverse Illuminated Channel Logo & Letters



FRONT VIEW  
SCALE: 1/2"=1'-0"

SQUARE FOOTAGE: 63.28'

(1-QTY)

REVERSE ILLUMINATED 4" DEEP X 56" KEYS LOGO, BLACK RETURNS & RETURNS, WHITE LED'S.

REVERSE ILLUMINATED 4" DEEP X 38" UBS LETTERS, PMS 485C RED FACES & RETURNS, WHITE LED'S

LOGO AND LETTERS TO BE INDIVIDUALLY MOUNTED TO EXTERIOR WALL WITH 2" SPACERS.

SURVEY OF SIGNAGE AREA REQUIRED BEFORE PRODUCTION.

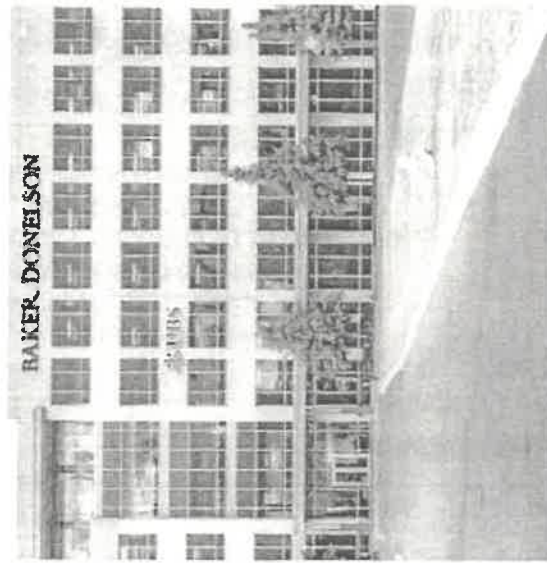
BLACK RETURNS & FACES

PMS 485 RETURNS & FACES



SIDE VIEW  
SCALE: 1/2"=1'-0"

LETTERS CROSS-SECTION VIEW  
NOT TO SCALE  
LEDS BEHIND LETTERS - 1/8" PILES  
STANDOFF FOR VET LOCATIONS



NOT TO SCALE

APPROVED BY:	DATE:
APPROVED BY:	DATE:
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APPROVED BY:	DATE:

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**JUN 17 2021**

**SIGNS/LICENSE DIVISION**

**Legal Description:**

**A portion of Lot 2 of the District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.**

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MAY 17 2021

SIGNS/LICENSE DIVISION

# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T8N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

20.221 ACREY  
863440 SQ FT

I-55 EAST FRONTAGE ROAD

SURVEYOR & MAPPER  
**ROBERT S. BARNES**  
CIVIL ENGINEER

2020 SURVEY  
1000 N. MOBILE PLACE, SUITE 100  
MOBILE, AL 36688-7728 TEL: 251-251-1000  
FAX: 251-251-1000  
www.rsbarnes.com  
PLAT DATE: DECEMBER 1, 2014

MATCH LINE

SHEET 1  
SHEET 2

EASTOVER DRIVE

# THE DISTRICT AT EASTOVER

**Contract:**

City of Jackson has been assigned to provide engineering services for the purpose of making these plans.

- The survey, maps and calculations of area, area and distance, and other data shown on these plans are the property of the City of Jackson. The City of Jackson is not bound by these plans.
- All signs, signs and other markers shown on these plans are the property of the City of Jackson. The City of Jackson is not bound by these plans.
- The District Engineer, City of Jackson, is authorized to accept or reject these plans and to make any changes or amendments to these plans.

- The Surveyor & Mapper, Robert S. Barnes, is authorized to accept or reject these plans and to make any changes or amendments to these plans.
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SURVEYOR & MAPPER  
**ROBERT S. BARNES**  
CIVIL ENGINEER

2020 SURVEY  
1000 N. MOBILE PLACE, SUITE 100  
MOBILE, AL 36688-7728 TEL: 251-251-1000  
FAX: 251-251-1000  
www.rsbarnes.com  
PLAT DATE: DECEMBER 1, 2014

GRAPHIC SCALE

20-100

LOT 1  
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**ORDER DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

**WHEREAS**, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

**WHEREAS**, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

**WHEREAS**, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

**WHEREAS**, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

**WHEREAS**, USB, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 63square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS, THEREFORE, ORDERED** that USB is hereby (*denied*) a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (*has not*) met the necessary criteria for the requested variance.

Public Hearing #3  
Agenda Date September 14, 2021  
(HILLMAN, LUMUMBA)

**IT IS, FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (*would not*) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (*will not*) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#  
Date:



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/6/21  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	100 Vision Dr. (Ward 7)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____ AABE _____ %      WAIVER    yes _____ no _____ WBE _____ %      WAIVER    yes _____ no _____ HBE _____ %      WAIVER    yes _____ no _____ NABE _____ %      WAIVER    yes _____ no _____	N/A <u>X</u> N/A <u>X</u> N/A <u>X</u> N/A <u>X</u> N/A <u>X</u>

Revised 2-04

**STAFF RECOMMENDATION: Approve**

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** *JH* Jordan Hillman, Director  
Department of Planning & Development

**DATE:** July 7, 2021

**RE:** Sign Variance

---

USB, located at 100 Vision Drive, is requesting a variance to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.


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 DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda. G

  
\_\_\_\_\_  
**Monica D. Allen, City Attorney**  
**Chandra Gayten, Deputy City Attorney** CG

  
\_\_\_\_\_  
**DATE**

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 100 Vision Drive  
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

To install signage for a new business located in The District  
@ Eastover which can be seen by potential customers.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No  
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU-1  
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: UBS (Cornelius St. Clair)

Mailing Address: 1000 Harbor Blvd

City: Weehawken State: NJ Zip: 07084

Contact Phone: 201-352-4681 Fax: \_\_\_\_\_

Email: Cornelius.StClair@ubs.com

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JUN 17 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:      Same as above

Name: Mitchell Signs, Inc (Betsy Luke)

Mailing Address: 3200 Hwy 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Cell 662-292-0054 Fax     

Email: Betsy.Luke@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S):      Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

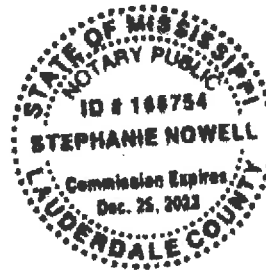
Email: district@duckworthrealty.com

IX. APPLICATION FEE SCHEDULE: \*fees are non-refundable after public hearing

Variance(s) \$450.00

Stephanie Nowell  
Project Manager  
Mitchell Signs, Inc.  
601-482-7471 (office)  
601-553-1524 (direct)  
stephanie.nowell@mitchellcompanies.com

*Stephanie Nowell*



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JUN 17 2021

SIGNS/LICENSE DIVISION

**DECLARATION:**

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

OEC District, LLC  
By: [Signature], Manager

The District Management Co., LLC  
By: [Signature], Manager

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at \_\_\_\_\_ Jackson, Mississippi

On this the 16<sup>th</sup> day of June, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

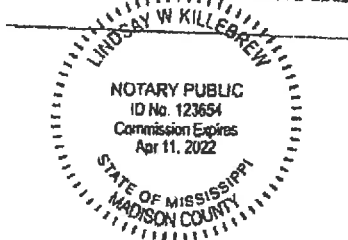
Personally came and appeared before me, the within named:

Breck Hines Breck Hines

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16<sup>th</sup> Day of June, 2021.

MY COMMISSION EXPIRES:



Lindsay W. Killebrew  
NOTARY PUBLIC



RECEIVED

JUL - 6 2021

SIGNS/LICENSE DIVISION

UBS Financial Services Inc.  
1000 Harbor Boulevard  
Weehawken, NJ 07086

Tel. 201-352-4681  
Fax 201-352-5858

Cornelius.StClair@UBS.com  
www.ubs.com

June 16, 2021

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for UBS at The District at Eastover

To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. UBS is in the process of opening a new location in the development, however, due to the current zoning of this particular development, the size of signage for tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business' vitality. We feel that allowing UBS to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of our request.

Respectfully,

  
Cornelius St. Clair 06/16/2021

OEC District, LLC  
The District Land Development Company, LLC  
By: The District Management Co., LLC  
Breck Hines, Manager  
7-1-21



Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

July 7, 2021

UBS  
Cornelius St. Clair  
1000 Harbor Blvd  
Weehawken, NJ 07086

Re: USB's Sign Variance Application

Dear Mr. St. Clair:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of USB located at 100 Vision Drive.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that USB is requesting to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in cursive script that reads "Terry Coleman".

Terry Coleman, Manager  
Signs & License Division





CITY OF JACKSON  
ZONING DIVISION

Date 6-18-21

Zone CMU-1

Approved By JM

Note \_\_\_\_\_

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JUN 17 2021

SIGNS/LICENSE DIVISION

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Mitchell Signs, Inc.</u>		Business Name <u>UBS</u>	
Address <u>3200 Hwy 45 N</u>		Business Address <u>100 Vision Drive</u>	
City <u>Meridian</u> State <u>MS</u> Zip <u>39301</u>		Owner's Name <u>The District Land Development Company</u>	
Phone <u>601-482-7471</u>		Phone <u>601-914-0800</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>BL2016001125</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height _____	Height <u>4' 8"</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>13' 6-1/2"</u>	UL# _____	
Length _____	Square Footage <u>63.28'</u>	Sign Material Type: <u>fabricated</u>	
Square Footage _____	Wall Area _____	<u>aluminium</u>	
Wind Pressure _____		<u>Internal white LEDs</u>	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>logo - UBS</u>		Date Inspected: _____	
<u>Reverse lit channel logo &amp; letters with white</u>		APPROVED <input type="checkbox"/>	
<u>internal led's</u>		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Stephan Novel 6/7/21  
Applicant's Signature Date

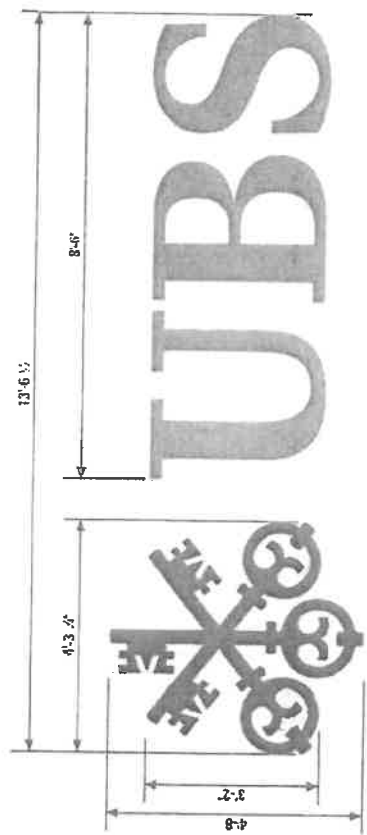
\_\_\_\_\_  
Sign and License Division Manager

RECEIVED

APR 17 2021

SIGNS/LICENSE DIVISION

Reverse Illuminated Channel Logo & Letters



FRONT VIEW  
SCALE: 1/2" = 1'-0"

SQUARE FOOTAGE: 63.28'

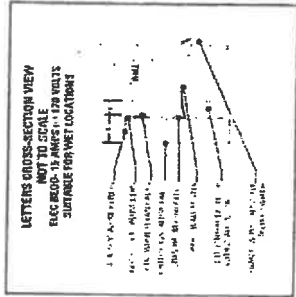
(1-QTY)  
 REVERSE ILLUMINATED 4" DEEP X 56" KEYS LOGO, BLACK RETURNS & RETURNS, WHITE LED'S.  
 REVERSE ILLUMINATED 4" DEEP X 38" UBS LETTERS, PMS 485C RED FACES & RETURNS, WHITE LED'S  
 LOGO AND LETTERS TO BE INDIVIDUALLY MOUNTED TO EXTERIOR WALL WITH 2" SPACERS.

SURVEY OF SIGNAGE AREA REQUIRED BEFORE PRODUCTION.

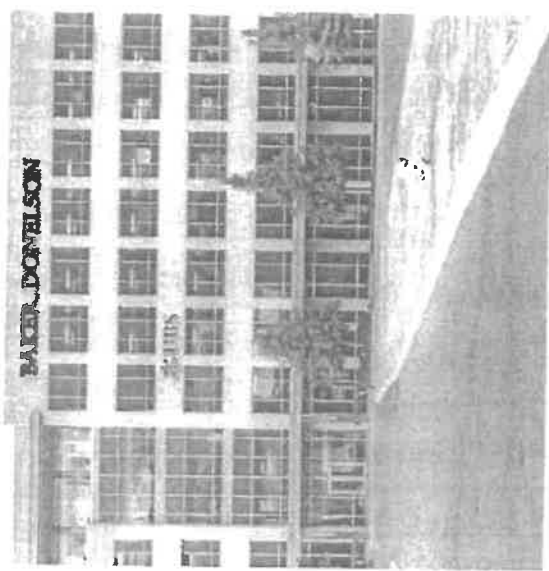
BLACK RETURNS & FACES      PMS 485 RETURNS & FACES



SIDE VIEW  
SCALE: 1/2" = 1'-0"



NOT TO SCALE



DATE: 4/13/21	DATE: 4/13/21
PROJECT: 1917-1000	PROJECT: 1917-1000
PREPARED BY: M. J. HARRIS	PREPARED BY: M. J. HARRIS
APPROVED BY: M. J. HARRIS	APPROVED BY: M. J. HARRIS

**MITCHELL SIGNS**  
 1300 P. O. BOX 1300  
 1300 P. O. BOX 1300  
 1300 P. O. BOX 1300

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JUN 17 2021

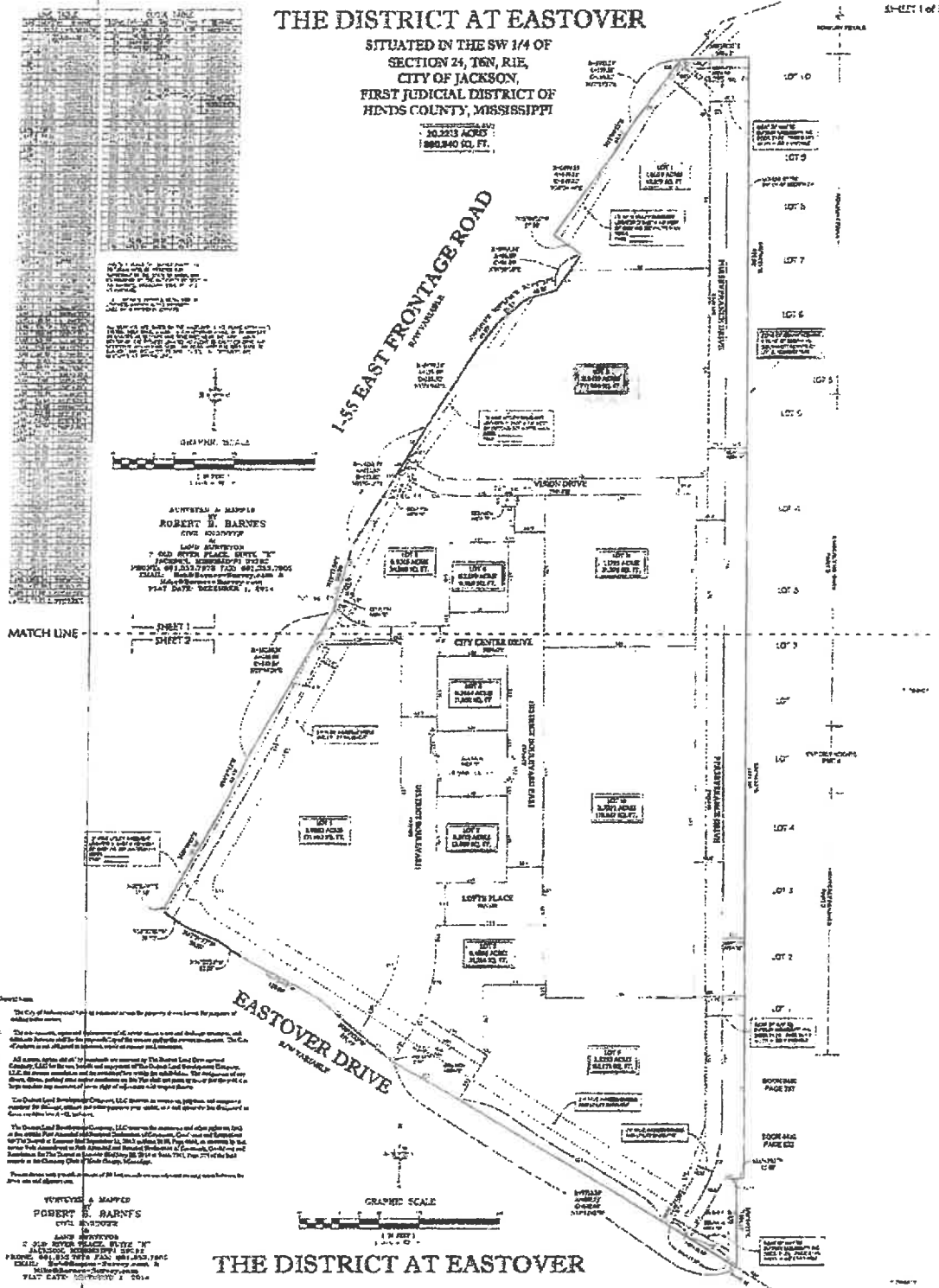
SIGNS/LICENSE DIVISION

# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, 16N, 11E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

10.2213 ACRES  
1,890,240 SQ. FT.

SI-0271 of 3



SURVEYED & MAPPED  
**ROBERT H. BARNES**  
 CIVIL ENGINEER  
 7 OLD RIVER PLACE, SUITE 101  
 JACKSON, MISSISSIPPI 39201  
 PHONE: 601.955.1234 FAX: 601.955.1235  
 EMAIL: [Robert.H.Barnes@rhbarnes.com](mailto:Robert.H.Barnes@rhbarnes.com)  
 MISSISSIPPI PROFESSIONAL ENGINEERING LICENSE NO. 1014  
 EXPIRES: DECEMBER 31, 2014

SURVEYED & MAPPED  
**ROBERT H. BARNES**  
 CIVIL ENGINEER  
 7 OLD RIVER PLACE, SUITE 101  
 JACKSON, MISSISSIPPI 39201  
 PHONE: 601.955.1234 FAX: 601.955.1235  
 EMAIL: [Robert.H.Barnes@rhbarnes.com](mailto:Robert.H.Barnes@rhbarnes.com)  
 MISSISSIPPI PROFESSIONAL ENGINEERING LICENSE NO. 1014  
 EXPIRES: DECEMBER 31, 2014

# THE DISTRICT AT EASTOVER

LOT 10  
 LOT 9  
 LOT 8  
 LOT 7  
 LOT 6  
 LOT 5  
 LOT 4  
 LOT 3  
 LOT 2  
 LOT 1

SHEET 1  
 SHEET 2

1. The City of Jackson will not be held liable for the property of any person for purposes of...  
 2. The developer, engineer, contractor, or other person shall be responsible for the accuracy of the information...  
 3. All areas shown on this plan are subject to the current laws and regulations of the State of Mississippi...  
 4. The District Land Development Company, LLC reserves the right to amend or modify the information...  
 5. The District Land Development Company, LLC reserves the right to amend or modify the information...  
 6. The District Land Development Company, LLC reserves the right to amend or modify the information...

SHEET 1  
 SHEET 2

**RECEIVED**

**JUN 17 2021**

**SIGNS/LICENSE DIVISION**

**Legal Description:**

**A portion of Lot 2 of the District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.**

OFFICE OF THE CITY ATTORNEY  
LUMUMBA  
9/14/21  
ARAL

**ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES.**

**WHEREAS**, the governing authorities find it in the best interest of the City of Jackson, Mississippi, to formally create by ordinance the position of Chief Financial Officer; and

**WHEREAS**, the governing authorities find that Sections 2-331 of the Jackson Code of Ordinances should added as follows :

**DIVISION 9. - CHIEF FINANCIAL OFFICER**

**Sec. 2-331. - Position of chief administrative officer created.**

There is hereby created the position of chief financial officer who shall be appointed by the mayor and confirmed by the city council. The chief financial officer shall coordinate and direct the operations of financial resources and administrative functions of the City of Jackson, and providing operational programmatic support of the municipal government. The chief financial officer shall be answerable solely to the mayor in the performance of his functions and shall serve at the pleasure of the mayor, shall be subject to dismissal at the pleasure of the mayor and shall be excluded from the coverage of any ordinance or general law providing for civil service coverage.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT** Section 2-331 of the Jackson Code of Ordinances is added to read as follows:

There is hereby created the position of chief financial officer who shall be appointed by the mayor and confirmed by the city council. The chief financial officer shall coordinate and direct the operations of financial resources and administrative functions of the City of Jackson, and providing operational programmatic support of the municipal government. The chief financial officer shall be answerable solely to the mayor in the performance of his functions and shall serve at the pleasure of the mayor, shall be subject to dismissal at the pleasure of the mayor and shall be excluded from the coverage of any ordinance or general law providing for civil service coverage.

**IT IS FURTHER ORDAINED** that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

Adoption of Ordinance#4  
Agenda Date September 14, 2021  
(LUMUMBA)

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  
8/25/2004

## OFFICE OF THE CITY ATTORNEY

---

This **ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *Interim City Attorney*

  
\_\_\_\_\_  
Date

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER**

OFFICE OF THE CITY ATTORNEY  
-MUSA  
8/25/2021

**WHEREAS**, the Office of the Mayor requested that the Department of Human Resources conduct a *salary survey* on the classification and its job duties of Chief Financial Officer; and

**WHEREAS**, the Office of the Mayor has expressed a need for a Chief Financial Officer to provide oversight to the Departments of Administration, Human Resources and Division of Information Systems; and

**WHEREAS**, inquiries for Chief Financial Officer were submitted to the following Southeastern cities: Mobile, Alabama; Savannah, Georgia; and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position of the Chief Financial Officer was within the range of \$92,638.00-142,663.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by adding the following position to the current pay plan: Chief Financial Officer at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

**WHEREAS**, it is recommended that the job class: Chief Financial Officer be added to the pay plan. The range established for Chief Financial be added as range 50 with annual compensation being between \$103,685.28-125,992.08; and

**WHEREAS**, the Office of the Mayor has informed the Department of Human Resources that they have the monies in their budget to cover the recommended addition to the pay plan;

**IT IS, THEREFORE, ORDERED** that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the classification of Chief Financial Officer pay range 50 (\$103,685.28-125,992.08) to be effective immediately.

Adoption of Ordinance#5  
Agenda Date September 14, 2021  
(MARTIN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 31, 2021

**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER</b>
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	Creates the role and function of Chief Financial Officer
5.	<b>Schedule (beginning date)</b>	Upon approval by the council
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide
<input type="checkbox"/>	<b>Action implemented by:</b> § City Department § Consultant	Department of Human Resources
7.		
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	Not applicable
10.	<b>EBO participation</b>	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 ___



**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Interim Director  
Personnel Management

**DATE:** August 25, 2021

**RE:** **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER**

Attached is a council order requesting to amend the ordinance of the City of Jackson Pay Plan to add the job classification of Chief Financial Officer.

CITIES SURVEYED								
Current Salary Range	Clerk of the Council		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
	Minimum	Maximum						
Mobile, Alabama	\$ 89,421.00	\$ 126,853.00	NA	NA	NA	NA	NA	NA
Savannah, Georgia	\$109,313.00	\$ 157,137.00					NA	NA
Little Rock, Arkansas	\$ 92,638.00	\$ 142,663.00					NA	NA
	N/A	N/A	N/A	N/A	NA	NA	NA	NA
<b>CITY OF JACKSON</b>	<b>NA</b>	<b>NA</b>						
<b>MEDIAN</b>	<b>\$ 92,638.00</b>	<b>\$ 142,663.00</b>						
<b>6 1/2% Above Median</b>	<b>\$ 98,659.47</b>	<b>\$ 151,936.10</b>						
<b>Nearest Pay Range</b>	<b>R50</b>							
<b>Step 1 of Nearest Pay Range</b>	<b>103,685.28-125,992.08</b>							

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  
8/25/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *Interim City Attorney*

  
\_\_\_\_\_  
Date

**ORDER TO RESCIND AUGUST 3, 2021, AUTHORIZATION TO PAY THE PEOPLES BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT AND TO AUTHORIZE PAYMENT TO US BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT IN THE AMOUNT OF \$81,609.75.**

*Handwritten:* Jackson City Council  
9/17/2021

**WHEREAS**, on August 3, 2021, the Jackson City Council approved claims for payment to The Peoples Bank in the amount of Seventy-Eight Thousand Three Hundred Fifty-Six Dollars and Twenty-Five Cents (\$78,356.25) and Three Thousand Two Hundred Fifty Dollars and No Cents (\$3,250), for debt service and paying agent fee on the 2003 General Obligation Bond, respectively, and a claim for payment to The Peoples Bank in the amount of Eighty-One Thousand Six Hundred Nine Dollars and Seventy-Five Cents (\$81,609.75) for debt service interest payment on 2010B General Obligation Refunding Bond, authorizing payments totaling One Hundred Sixty-Three Thousand Two Hundred Sixteen Dollars and No Cents (\$163,216.00) to The Peoples Bank; and

**WHEREAS**, the Department of Administration has determined that the debt service interest payment on 2010B General Obligation Refunding Bond to The Peoples Bank in the amount \$81,609.75 instead should have been authorized for payment to US Bank in the amount of \$81,609.75 for a debt service interest payment on 2010B General Obligation Refunding Bond; and

**WHEREAS**, The Peoples Bank tendered a check to the City of Jackson in the amount of \$81,609.75 for the payment remitted to the Bank in error; and

**WHEREAS**, the Department of Administration has determined it is in the best interest of the citizenry for the Jackson City Council to rescind the August 3, 2021, authorization to pay The Peoples Bank for debt service interest payment on 2010B General Obligation Refunding Bond in the amount of \$81,609.75, and to authorize payment to US Bank for debt service interest payment on 2010B General Obligation Refunding Bond in the amount of \$81,609.75.

**IT IS, THEREFORE, ORDERED** that the Jackson City Council rescinds its August 3, 2021, authorization to pay The Peoples Bank for debt service interest payment on 2010B General Obligation Refunding Bond in the amount of \$81,609.75, and to authorize payment to the US Bank for debt service interest payment on 2010B General Obligation Refunding Bond in the amount of \$81,609.75.

Agenda Item #8  
Agenda Date September 14, 2021  
(HORTON, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 08/31/21**

<b>P O I N T S</b>		<b>C O M M E N T S</b>						
1.	<b>Brief Description/Purpose</b>	Correction to August 3, 2021 Claims Docket						
2.	<b>Public Policy Initiative</b> 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							
3.	<b>Who will be affected</b>	Revision to minutes						
4.	<b>Benefits</b>	Minutes will reflect City Council authorization						
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council						
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide						
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	Department of Administration						
8.	<b>COST</b>	\$81,606.25						
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant ▪ Bond ▪ Other	Bond Fund 24451140-6612						
10.	<b>EBO participation</b>	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>

Revised 02-04

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**FROM:** Laa Wanda Jones - Horton, Interim Director  
Department of Administration

**DATE:** August 31, 2021

**RE:** **Correction to Minutes-Peoples Bank**

---

This agenda item is correcting the claims docket on August 3, 2021. Peoples Bank received a check in the amount of \$163,216.00. They should have received \$81,606.25, which consist of \$78,356.25 debt service on 2003 General Obligation Bond and \$3,250.00 paying agent fee.

Peoples Bank has returned the overpayment of \$81,609.75. The overpayment is due to U.S. Bank for debt service on 2010B General Obligation Refunding Bond.


Office of the City Attorney

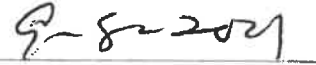
155 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER TO RESCIND AUGUST 3, 2021, AUTHORIZATION TO PAY THE PEOPLES BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT AND TO AUTHORIZE PAYMENT TO US BANK FOR 2010B GENERAL OBLIGATION REFUNDING BOND DEBT SERVICE INTEREST PAYMENT IN THE AMOUNT OF \$81,609.75** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney  
Kristen Love, Deputy City Attorney *KL*

  
\_\_\_\_\_  
DATE

RECEIVED THE CITY ATTORNEY  
AUG 17 2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. FOR A SENDPRO P2000 BASIC POSTAGE MACHINE TO BE USED BY THE TREASURY DIVISION OF THE DEPARTMENT OF ADMINISTRATION.**

*[Handwritten signature and date: 9/15/2021]*

**WHEREAS**, the Treasury Division of the Department of Administration desires to enter a sixty (60) month rental agreement for a SendPro P2000 Basic Postage Machine to be utilized by the Treasury Division; and

**WHEREAS**, Pitney Bowes, Inc., 27 Waterview Drive, Shelton, CT 06484, provides through State Contract No. 8200056652 a sixty (60) month rental agreement for a SendPro P2000 Basic Postage Machine at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance; and

**WHEREAS**, the Treasury Division recommends the City of Jackson enter into a sixty (60) month rental agreement for a SendPro P2000 Basic Postage Machine with Pitney Bowes through State Contract No. 8200056652 at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into a sixty (60) month rental agreement with Pitney Bowes, Inc. through State Contract No. 8200056652 for a sixty (60) month rental of a SendPro P2000 Basic Postage Machine Bowes at a cost of Five Hundred Fifty-Seven Dollars and Fourteen Cents (\$557.14) per month, including equipment maintenance and software maintenance.

Agenda Item #9  
Agenda Date September 14, 2021  
(HORTON, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 08/11/21**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	Sixty Month Rental Agreement with Pitney Bowes, Inc., SendPro Basic Postage Machine								
2.	<b>Public Policy Initiative</b> 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									
3.	<b>Who will be affected</b>	Department of Administration - Mail Room/Treasury Division								
4.	<b>Benefits</b>	Mail Processing								
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide								
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	Department of Administration								
8.	<b>COST</b>	\$557.14 per month								
9.	<b>Source of Funding</b> ▪ General Fund <b>X</b> ▪ Grant ▪ Bond ▪ Other	General Funds 01411306514								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___ <b>X</b> ___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___ <b>X</b> ___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___ <b>X</b> ___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___ <b>X</b> ___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___ <b>X</b> ___

Revised 02-04





## MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**FROM:** Laa Wanda Jones - Horton, Interim Director  
Department of Administration *LWJ*

**DATE:** August 11, 2021

**RE:** **Sixty (60) Month Rental Agreement with Pitney Bowes, Inc. for a SendPro P2000 Basic Postage Machine**

---

This agenda item authorizes the Mayor to execute a sixty (60) month rental agreement with Pitney Bowes, Inc., for a SendPro P2000 Basic Postage Machine to be used by the Department of Administration/Treasury Division.


This agreement will be at a cost of \$557.14 per month, including equipment maintenance, and software maintenance. We thank you for your consideration.

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 EXECUTE A SIXTY (60) MONTH RENTAL AGREEMENT WITH PITNEY BOWES, INC. FOR A SENDPRO P2000 BASIC POSTAGE MACHINE TO BE USED BY THE TREASURY DIVISION OF THE DEPARTMENT OF ADMINISTRATION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *City Attorney*  
Kristen Love, *Deputy City Attorney* KL

  
\_\_\_\_\_  
DATE

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056652  
Vendor Company Name: Pitney Bowes  
Customer Agency Name: City of Jackson  
Bill to Address: PO Box 17, Jackson, MS 39201-4307  
  
Ship to Address: 200 South President Street  
Jackson, MS 39201-4307

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
AZBE/AZCG SendPro P2000 Basic	\$557.14 Monthly
1FWX 15-LB Interfaced Scale	
MSD2 15" Color Display	
APA2 100-Department Accounting	
NV10/NV90/NV99 Inview Dashboard Accounting	
4W00 SendPro Postage Meter	
ME1C Meter Equipment	
SPE-Basic-500 SendPro Enterprise Subscription	
SPEPS SPE Implementation (Qty. 4)	
SPE-T7WE Tethered Wedge Scanners for Certified Mail	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60-Months  
Start Date: 10/30/21  
End Date: 10/29/26

Modifications: Includes Meter Rental, Maintenance, and Postage Rate updates

  
\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Customer Signature

Contract #8200056652

Monthly Payment Calculation

Item	Description	Equipment	Maintenance	Meter	Subscription
AZCG	SendPro P2000 Basic	\$165.90	\$42.11		
AZBE	SendPro Print Module	\$0.00	\$34.26		
MSD2	15" Display	\$14.33	\$0.00		
1FWX	15lb Weighing Platform	\$32.13	\$0.00		
4W00	Sendpro Postage Meter	\$0.00	\$0.00	\$45.76	
ME1C	Meter Equipment	\$16.16	\$0.00		
APA2	100-Dept. Accounting	\$9.63	\$0.00		
NV10/NV90/NV99	Inview Dashboard	\$21.30	\$0.00		
SPE-Basic-500	SendPro Enterprise Subscription	\$0.00	\$0.00	\$0.00	\$105.00
SPEPS	Implementation (4 @ \$20.38)	\$81.52	\$0.00		
SPE-T7WE	Tethered Wedge Scanners	\$9.89	\$1.19		
		\$350.86	\$77.56	\$45.76	\$105.00

**\$579.18 Total**

City of Jackson

Proposed Total: \$557.14

(Reflects Prorated Warranty Period)

**ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF RICKEY JONES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.**

**WHEREAS, the Jackson Municipal Airport Authority Board consist of (5) members; for a term of five (5) years; and**

**WHEREAS, Rickey Jones, resident of Ward 5, after evaluation of his qualifications, has been nominated by the Mayor to serve on the Jackson Municipal Airport Authority Board.**

**IT IS THEREFORE ORDERED that the Mayor's appointment of Rickey Jones to the Jackson Municipal Airport Authority Board be confirmed with a said term to expire 3/19/2022.**

OFFICE OF THE  
CITY ATTORNEY  
SEP 14 2021

Agenda Item #10  
Agenda Date September 14, 2021  
(LUMUMBA)

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 CONFIRMING THE MAYOR'S APPOINT OF RICKEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**James Anderson, Special Assistant**  
*John M. Miller, City Attorney*

  
\_\_\_\_\_  
**DATE**

OFFICE OF THE CITY ATTORNEY  
9-11-2021

# RICKEY D. JONES

---

**Objective:** Commissioner for Jackson Airport Authority

## **EDUCATION:**

<b>University of Southern Mississippi</b>	Bachelor of Science Minors:	Sports Management Business Administration Hotel Restaurant Tourism Management
<b>University of Mississippi</b>	Certification	Mississippi School of Banking
<b>Jackson State University</b>	Pending	MBA

## **EXPERIENCE:**

**Director, Jackson State University Small Business Development Center, Jackson, MS  
2012**

- Supervise and manage staff
- Provide business counseling to entrepreneurs and existing small business owners
- Provide counseling and guidance to Disadvantage Business Enterprises and Woman Owned Business Enterprises
- Provide Counseling to minority business owners for completing minority certification
- Collaborate programs with City, County, State, and Federal stakeholders
- Provide guidance for business formation
- Provide business counseling for financial loan package development
- Advise client marketing and advertising plan development
- Provide assistance with preparation of business plans
- Conduct seminars and trainings on various business topics
- Counsel client on Pro forma Financial Statements
- Advise on establishing and achieving business performance goals
- Provide pre-startup feasibility analysis
- Provide advisement for loan package development
- Provided counseling for branding strategies
- Coordinated site and program review meeting with SBA Officials.
- Conduct and present business seminars for Veterans – Boots to Business
- Consult with small businesses process of exporting
- Certified Consultant Technology Commercialization
- Provided Notary Service

**Mississippi Licensed Real Estate Sales Agent,  
2011 - Present**

- Present purchase offers to sellers for consideration
- Interview prospective clients to determine what kind of properties they are seeking
- Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates
- Act as intermediary in negotiations between buyers and sellers, generally representing
- Promote sales of properties through advertisements, open houses, and participation in multiple listing services
- Investigate clients' financial and credit status to determine eligibility for financing.
- Coordinate appointments to show homes to prospective buyers
- Advise clients on market conditions, prices, mortgages, legal requirements and related matters

**Insurance Broker, R D Jones Insurance Financial Services, Jackson, MS**

**2002 – Present**

- Consult with clients and prospects about insurance needs
- Meet with policy holders to deliver and review policy
- Meet with clients to discuss home purchase process
- Analyzed client's existing policies and provided recommendation update and/or changes
- Presentations to businesses and employees about various types of insurance programs
- Interviewed prospective clients to obtain data to determine options for insurance needs
- Calculated premiums and established payment methods

**Consultant, Front Court Developments, Jackson, MS**

**2006 – Present**

- Conduct workshops on how to retain land, FSA funding package development, review of NRCS programs, workshops on succession planning, process of developing a will, how to convey land, Farm Business Planning and scheduling payment of taxes. Provide technical assistance.
- Presenter National Women in Agriculture Conference, Jackson, MS
- Consultant for Mississippi Farmers Network. Conducted workshops: how to keep your land, recording of deeds, succession planning, who are heirs, USDA programs, Risk Management Plans and technical assistance.
- Provide guidance with Good Agriculture Practice(GAP)

**Mortgage Consultant, Lenders Choice Mortgage Company, LLC, Jackson, MS**

**2006-2008**

- Followed-up with clients on documentation for file
- Prepared files for submission to underwriting
- Completed information necessary for closing of loan including contacting the attorney for the setting of the closing date, insurance agent for insurance policy, flood cert,
- Communicated with applicant concerning the progress of the loan file
- Counseled clients in mortgage financing, take applications, and provide appropriate disclosures
- Developed and maintained referral sources
- Prepared clients for processing and closing procedures, and inform them of the funds needed for closing
- Conducted home ownership workshops
- Conducted of Financial Education workshops
- Developed curriculum for credit counseling, loss mitigation and debt management
- Mississippi Residential Mortgage Specialist
- Certified Housing Counselor

**Chief Operating Officer, Co-Founder, 35\*35 Entertainment LLC, Jackson, MS**

**1999 – 2008**

- Defined purpose and vision to focus on operational details for success



- Supervised and coordinated personnel to ensure execution of job responsibilities
- Supervised team of 15 members
- Prepared and reviewed budget goals with CEO
- Monitored revenue and expenses to meet budget
- Coordinated underwriting of entertainment venues
- Ensured organizational process with business partners were effective
- Negotiated and executed contracts for artists and vendors
- Negotiated and executed contracts for artist and writers
- Ensured negotiations with vendors and organizations were positive and effective in meeting the needs and budgets
- Established and managed bank accounts for company
- Proactively identified and outlined opportunities to build company success
- Managed Payroll for artist
- Coordinated travel arrangements
- Coordinated and executed all bank wires
- Coordinated radio and TV ads for company and artist promotions

**CEO/Executive Director, Hub City Summer Basketball League, Hattiesburg, MS  
2005 -2007**

- Completed intake and application requirements to be NCAA compliant
- Negotiated and secured sponsorship for league teams
- Coordinated and Supervised 85 staff and participants
- Coordinated league officials, score keepers, trainers and coaches
- Facilitated league orientation for players, coaches, scorekeepers, trainer and officials
- Coordinated facility arrangements for league activities
- Coordinated the production of game programs
- Corresponded with media outlets and press about the league and its participants
- Processed applications for league participants and to comply with NCAA rules
- Coordinated with coaches and players
- Coordinated and presented NCAA required educational workshop for league participants
- Provided league equipment and uniforms
- Built budget and administered budget for league
- Interviewed and screened staff for league
- Coordinated and conducted the League's Player Selection/Draft

**Banker/Manager, Trustmark National Bank, Hattiesburg, MS  
2002 – 2006**

- Examined, evaluated, and processed loan applications
- Addressed Complaints and resolved account problems
- Interviewed and hired staff
- Evaluated branch office income and expenses
- Cultivated new loan opportunities and client relationships
- Conducted annual job performance reviews of branch employees
- Planned and developed policies and procedures to carry out management directives
- Opened and closed branch
- Processed charge offs for negative accounts and loans
- Managed \$25 million Loan and Deposit Portfolio
- Managed day-to-day operation of branch
- Prepared financial and regulatory reports as required by internal auditors
- Approved associates time and leave

- Engaged with civic organizations to promote goodwill and generate new business opportunities
- Evaluated weekly sales data and reported sales results to management
- Lead and managed 13-member team
- Researched, analyzed evaluated and defined solutions for disputed accounts
- Approved checking account overdrafts by business and retail customers
- Informed and counseled clients about financial products and services

**Lender/ Assistant Manager, Trustmark National Bank**

- Conducted audits on tellers, vault, and automated teller machines(ATM)
- Process and underwrite loan requests
- Performed and scheduled collection activity for past due loan accounts
- Prepared documentation and monitored non-accrual loan accounts
- Researched, analyzed, evaluated and provided solutions for disputes regarding accounts
- Approved and processed staff leave request
- Support role for investment, insurance, and mortgage departments
- Immediate supervisor and support role for 10 financial services representatives and teller staff
- Informed and consulted customers about banking products and services
- Scheduled closing and charge offs for negative performing checking and saving accounts
- Reviewed and perfected documentation for loan closings
- Reviewed daily transactions of financial services representatives
- Conduct sales meetings with branch staff

**Loaned Executive, United Way of the Capital Area, Jackson, MS**

**August 1997 - January 1998**

- Conducted Presentation to corporate donors regarding United Way
- Liaison between United Way and Corporate donors
- Assisted United Way with mailings and telephoning prospective donors
- Scheduled appointments for presentations
- Solicited donations to further the mission and goals of United Way of Capital Area

**SENIOR ADMISSIONS COUNSELOR AND COORDINATOR OF CAMPUS PROGRAMS, University of Southern Mississippi, Hattiesburg, MS.**

**1993-1997**

- Coordinated campus recruitment activities
- Liaison between USM and Community College and High School administrators and instructors
- Presentations to prospective students and alumni about admissions requirements
- Evaluated and processed admissions documents
- Advised students on program and degree requirements
- Supervised volunteer student recruiters
- Coordinated selection and training Student Recruiters
- Scheduled high school and community college visits

**CIVIC AND COMMUNITY INVOLVEMENT:**

- Mississippi Black Leadership Institute (Alumni)
- Jackson Hinds Library Board of Trustees(Chairman)
- Jackson Public Schools Board of Trustees

- Board Member University of Southern Mississippi Athletic Foundation
- Ambassador Area Development Partnership ~ Business Advisory Council Committee
- Southeast Community Investment Corporation (Loan Committee)
- Ambassador Metro Jackson Partnership
- Trustee Board Fairfield M B Church (Past Chair)
- Past Board Member USM Foundation (Finance Committee and Chair Investment Committee)
- Board Member USM MClub
- Board Member USM Alumni Association (Past President)
- USM Athletic Council
- NAACP- Jackson Branch (Economic/Housing Committee)
- A Phillip Randolph Institute
- Salvation Army Advisory Board (Pine Belt)
- Mississippi Association of Mortgage Brokers
- West Jackson Community Improvement Association
- University of Southern Mississippi Alumni Hall of Fame
- USM Hardwood Club (Past President)
- Loaned Executive United Way
- Past School Advisory Committee French Elementary
- Board Member Zoo Area Progressive Partnership(ZAPP) – President
- USM Alumni Service Award
- Voice of Calvary's Building Bridges Out of Poverty Mentor
- Southeast Mississippi Community Investment Corporation (Loan Committee)
- Member One Hundred Black Men of Jackson (President/ Vice-President)
- Leaders For a New Century - Alumni
- Working Together Jackson – Workforce Development Committee
- Jackson Association of Neighborhoods
- Operation Shoestring

References Available Upon Request:



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER  
NO. 1 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY  
SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC  
FOR AMI METER SERVICES (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
18-2021

**WHEREAS**, the City of Jackson entered into a Master Utility Service Agreement with Sustainability Partners, LLC, a Delaware limited liability corporation with its principal business address as 3133 W. Fry Road, Suite 101, Chandler, Arizona 85226 on or about November 30, 2020; and

**WHEREAS**, the City of Jackson and Sustainability Partners entered into a Service Addendum to the Master Utility Service Agreement to provide water meter services and utility billing services to the City under the terms of the Addendum and the Master Utility Service Agreement; and

**WHEREAS**, the City of Jackson now wishes to include in the services provided manual meter reading as use of the Mueller meter data management system is eliminated, as the upgrade from the current CC&B utility billing system to the new C2M utility billing occurs, and as the installation of new meters and the transition to the new AMI occurs; and

**WHEREAS**, the City of Jackson also finds it necessary to approve Change Request No. 5 with Mythics for the upgrade of the utility billing system because of delays and changes in implementation that have resulted from Mueller failing to cooperate with Mythics during the utility billing system upgrade; and

**WHEREAS**, the daily usage rate for meters, AMI collectors, and water meter lids is as amended follows:

Unit "Id #"	Description of USA Service Components (the "Units")	Daily Usage Rate
*A*	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$0.225
*B*	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$0.473
*C*	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$0.533
*D*	(Commercial) flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$1.711
*E*	(Commercial) 6" Honeywell evoQ4 Standard Version, potable water	\$3.121
*F*	(Commercial) 8" Honeywell evoQ4 Standard Version, potable water	\$4.361
*G*	ALD - flowIQ 2250: 25 GPM 5/8 x 3/4 x 7 1/2" Composite	\$0.192
*H*	flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$0.225
*I*	flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$0.473
*J*	flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$0.533
*K*	flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$1.711
*L*	6" Honeywell evoQ4 Standard Version, potable water	\$3.121
*M*	8" Honeywell evoQ4 Standard Version, potable water	\$4.361
*N*	AMI Collector	\$14.086
*O*	Water Meter Lids	\$0.016

Agenda Item #11  
Agenda Date September 14, 2021  
(WRIGHT, LUMUMBA)

**WHEREAS**, pursuant to Section 5.3 of the Master Utility Service Agreement, Sustainability Partners, LLC has elected to procure insurance for the meters and other equipment at a cost of \$4,830.00 each month to the City; and

**WHEREAS**, the schedule of payments to Mythics is amended to reflect the schedule of payments in Change Request Number 5 to the Agreement between the City and Mythics.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Service Addendum to the November 10, 2020 Master Utility Service Agreement with Sustainability Partners, LLC, consistent with the prices set forth above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 78 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES (ALL WARDS)</b>																																													
2.	<b>Public Policy Initiative</b> 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	5., 6., and 7.																																													
3.	<b>Who will be affected</b>	All of the City's water-sewer utility customers																																													
4.	<b>Benefits</b>	Will facilitate the implementation of the new utility billing system and AMI																																													
5.	<b>Schedule (beginning date)</b>	Upon Approval and with execution of the change order																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Water-Sewer Business Administration																																													
8.	<b>COST</b>	No payments will be invoiced until next fiscal year; pursuant to the daily rates in the Addendum the average monthly cost upon the installation of all meters identified in the Addendum will be																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	031-520.10-6419																																													
10.	<b>EBO participation</b>	<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	_____																																							



**WATER-SEWER BUSINESS ADMINISTRATION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Carla Dazet, Deputy Director  
**Date:** September 8, 2021  
**Subject:** Agenda Item for City Council Meeting

Attached is an order authorizing you to execute Change Order No. 1 to the Addendum to the Master Utility Service Agreement with Sustainability Partners, LLC.

This change order is necessary primarily due to changes in the project and delays that have occurred because Mueller, the provider of the Automatic Metering Infrastructure (AMI) and meter data management system has refused to cooperate with Mythics as the City upgrades from CC&B to C2M utility billing system. The increases in the daily usage rates for meters will be used to pay the cost of Change Request Number 5 to the Agreement between the City and Mythics and to pay for the cost of manual meter reading that is made necessary under the re-designed transition to a complete AMI system with the C2M utility billing software.

The approximate increase in monthly payments to Sustainability Partners, LLC when all meters have been replaced will be approximate \$36,000.00. As provided previously, the monthly payments to Sustainability Partners, LLC will gradually ramp up throughout the course of the project as the new meters are installed. The initially monthly cost is estimated to be \$300,000, gradually increasing to \$475,000.00 once all meters are replaced.

I have attached the November 10, 2020 Master Utility Services Agreement, the Service Addendum, and the draft of Change Order No. 1 to the Services Addendum.

Please contact if you have any questions.



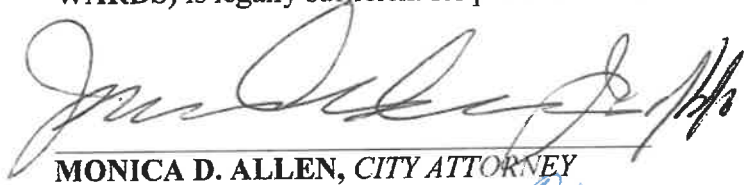
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39201-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE SERVICE ADDENDUM TO THE MASTER UTILITY SERVICES AGREEMENT WITH SUSTAINABILITY PARTNERS LLC FOR AMI METER SERVICES (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



**MONICA D. ALLEN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

9-8-2021

DATE

**Service Addendum**  
**dated as of the 20th day of May, 2021**  
**by and between SP Meters Jackson MS LLC**  
**and the City of Jackson, Mississippi**

FORM OF CHANGE ORDER

**CHANGE ORDER NO. 1**

**Date of Change Order No. (1): September 1, 2021**

This Change Order (“Change Order”) is entered into pursuant to that certain USA Solution Addendum, dated as of May 20, 2021 (“Service Addendum”) entered into by and between the City of Jackson, Mississippi (“Customer”) and SP Meters Jackson MS LLC (“the SP Entity”) pursuant to that certain Master Utility Services Agreement dated as of November 30, 2020, by and between Customer and Sustainability Partners LLC (together with the USA Solution Addendum, the “Agreement”). Capitalized terms used herein but not defined shall have the meanings given to such terms in the Agreement. The Customer and the SP Entity agree to the following changes to the Service Addendum:

**1. Description of changes:**

- a. In order to: (1) add the additional cost of the manual read process with the Approved Installation Contractor and the Mythic’s change order for the contract between Mythic’s and Customer; and (2) to correct the size of meter for Units G and W, the following tables shall supersede and replace the prior tables in the Service Addendum:

Unit #/Id #	Quantity	Description of USA Service Components (the “Units”)	\$ Installation Limit Each
*A*	26	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*B*	338	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*C*	525	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*D*	175	(Commercial) flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*E*	30	(Commercial) 6" Honeywell evoQ4 Standard Version. potable water	\$1,900
*F*	3	(Commercial) 8" Honeywell evoQ4 Standard Version. potable water	\$2,100
*G*	55,371	ALD - flowIQ 2250: 25 GPM 5/8 x 1/2 x 7 1/2" Composite	\$70
*H*	2,345	flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*I*	921	flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*J*	1,121	flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*K*	304	flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*L*	59	6" Honeywell evoQ4 Standard Version. potable water	\$1,900
*M*	7	8" Honeywell evoQ4 Standard Version. potable water	\$2,100
*N*	18	AMI Collector	\$20,000
*O*	55,103	Water Meter Lids	\$12
Add-on Meters After Above Installations			
*Q*	1	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*R*	1	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*S*	1	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*T*	1	(Commercial) flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*U*	1	(Commercial) 6" Honeywell evoQ4 Standard Version. potable water	\$1,900
*V*	1	(Commercial) 8" Honeywell evoQ4 Standard Version. potable water	\$2,100
*W*	1	ALD - flowIQ 2250: 25 GPM 5/8 x 1/2 x 7 1/2" Composite	\$70
*X*	1	flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*Y*	1	flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*Z*	1	flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*AA*	1	flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*BB*	1	6" Honeywell evoQ4 Standard Version. potable water	\$1,900
*CC*	1	8" Honeywell evoQ4 Standard Version. potable water	\$2,100
*DD*	1	AMI Collector	\$20,000
*EE*	1	Water Meter Lids	\$12



Id #	SP Initial Funding?	Rights Fee?	"Full Capacity" / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	"Est. Useful Life"	Design Multiplier
							Unit	Rate			
*A*	Yes	No	365	Connected Meter	Daily	\$0.225	N/A	N/A	N/A	25	1
*B*	Yes	No	365	Same as Id #A	Daily	\$0.473	N/A	N/A	N/A	25	1
*C*	Yes	No	365	Same as Id #A	Daily	\$0.533	N/A	N/A	N/A	25	1
*D*	Yes	No	365	Same as Id #A	Daily	\$1.711	N/A	N/A	N/A	25	1
*E*	Yes	No	365	Same as Id #A	Daily	\$3.121	N/A	N/A	N/A	25	1
*F*	Yes	No	365	Same as Id #A	Daily	\$4.361	N/A	N/A	N/A	25	1
*G*	Yes	No	365	Same as Id #A	Daily	\$0.192	N/A	N/A	N/A	25	1
*H*	Yes	No	365	Same as Id #A	Daily	\$0.225	N/A	N/A	N/A	25	1
*I*	Yes	No	365	Same as Id #A	Daily	\$0.473	N/A	N/A	N/A	25	1
*J*	Yes	No	365	Same as Id #A	Daily	\$0.533	N/A	N/A	N/A	25	1
*K*	Yes	No	365	Same as Id #A	Daily	\$1.711	N/A	N/A	N/A	25	1
*L*	Yes	No	365	Same as Id #A	Daily	\$3.121	N/A	N/A	N/A	25	1
*M*	Yes	No	365	Same as Id #A	Daily	\$4.361	N/A	N/A	N/A	25	1
*N*	Yes	No	365	Same as Id #A	Daily	\$14.086	N/A	N/A	N/A	25	1
*O*	Yes	No	365	Same as Id #A	Daily	\$0.016	N/A	N/A	N/A	25	1
*P*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Q*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*R*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*S*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*T*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*U*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*V*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*W*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*X*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Y*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Z*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*AA*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*BB*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*CC*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*DD*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*EE*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1

- b. The cost of the insurance pursuant to Section 5.3 of the General Terms and Conditions will be \$4,830 per month. This amount will be added to Customer's monthly invoice.
- c. Paragraph 4 in the Additional Terms of the Service Addendum shall be modified and replaced in its entirety as follows:
  - i. Customer shall sign an approved Work Product form (Exhibit 5) for each completed phase of Mythic's work prior to a distribution of funds to Mythic. The phases and payment amounts are as follows:

Phase 1: Completion Planning Phase (project schedule, communication plan and validated architecture & sizing): \$519,769.63

Phase 2: Discover & Design (OCI & OUA as designed and as built documentation): \$519,769.63

Phase 3: OCI Expansion & C2M Installation (network, VMS, DBS, Migration Instances (C2M and MI.Host)): \$259,884.82

Phase 4: CCB to C2M (C2M conference room pilot begins): \$1,039,539.27

Phase 5: Digital Self-Service Deployment (DDS conference room pilot begins): \$259,884.82

Phase 6: Completion of Re-Planning and Re-Design (updated project plan, C2M & DSS as designed and as built documentation): \$409,934.76



Phase 7: System Integration Testing (Beginning of SIT for C2M & DSS): \$519,769.63

Phase 8: User Acceptance Testing (Beginning of SIT for C2M & DSS): \$519,769.63

Phase 9: Completion of C2M/DSS Cutover (Stage-1 Production closeout report): \$259,884.82

Phase 10: Hypercare Support – Stage 1 – month 1 (Break/fix for Stage-1 requirements only): \$47,439.20

Phase 11: Hypercare Support – Stage 1 – month 2 (Break/fix for Stage-1 requirements only): \$47,439.20

Phase 12: Hypercare Support – Stage 1 – month 3 (Break/fix for Stage-1 requirements only): \$47,439.20

Phase 13: Hypercare Support – Stage 1 – month 4 (Break/fix for Stage-1 requirements only): \$47,439.20

Phase 14: Hypercare Support – Stage 1 – month 5 (Break/fix for Stage-1 requirements only): \$47,439.20

Phase 15: Completion of planning phase – Stage 3 (Business requirements delivered): \$81,238.10

Phase 16: Updated Application & Enterprise Architectures (Final Architecture & Business System Processes Delivered): \$81,238.10

Phase 17: User Acceptance Testing (Beginning of UAT for C2M AMS Expansion): \$259,884.82

Phase 18: Completion of READy Expansion Cutover (Stage -3 Production closeout report): \$259,884.82

Phase 19: Hypercare Support – Month 1 - Stage 1, 2, and 3 (Break/fix for Stage 1, 2, and 3 requirements): \$47,439.20

Phase 20: Hypercare Support – Month 2 - Stage 1, 2, and 3 (Break/fix for Stage 1, 2, and 3 requirements): \$47,439.20

Phase 21: Travel & Expense (~25 trips): \$75,000

2. **No other changes:** Except as specifically modified herein, all terms and conditions of the Agreement are ratified and confirmed and shall remain unmodified and in full force and effect.

The Parties have executed and delivered this Change Order as of the date set forth on the first page hereof. This Change Order may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A signature page in "PDF" format or electronic signature to this Change Order shall be deemed an original and binding upon the Party against which enforcement is sought.

**Customer:**

**SP Entity:**

The City of Jackson, Mississippi  
Name of Customer

SP Meters Jackson MS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Adam Cain  
Title: COO & GC

**Exhibit 2**  
**Service Addendum**

**This Document.** This document, Ref #JACKSON-WM-2, ("Service Addendum") is entered into as of the Effective Date set forth below by and between City of Jackson, Mississippi ("Customer") and SP Meters Jackson MS, LLC ("SP Entity").

**General Terms.** The "General Terms" referred to herein are those General Terms set forth in Exhibit 1 to that certain Master Utility Service Agreement (the "M-USA"), dated as of November 30, 2020 between Sustainability Partners, LLC ("SP") and Customer, in the form attached thereto on the effective date of the M-USA, without giving effect to any amendments, waivers, or any other modifications thereto. The "Notice to Proceed" and the "Certificate of Acceptance" referred to herein are those attached to the M-USA as Exhibit 3 and Exhibit 4, without giving effect to any amendments, waivers, or any other modifications thereto.

**This Agreement.** Each combination of General Terms, Service Addendum, Notice to Proceed and Certificate of Acceptance constitutes a standalone binding agreement between Customer and the SP Entity. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms. The terms of this Service Addendum shall control over any different General Terms.

This Addendum is limited to the repair, maintenance, remodeling, renovation, modernization, or construction of an existing facility at the Location and does not involve a change or increase in the size, type, or extent of the facility.

The "LOCATION". State: MS

Location Name and Address

1 City of Jackson

Throughout the City as billed by water department

<b>Rights Fee:</b>	<b>Amount:</b>	N/A	<b>Funding Condition:</b>	N/A
<b>Connect Fee:</b>	<b>Amount:</b>	N/A	<b>Billing Condition:</b>	N/A

**The "USA SERVICE"**

Unit *Id #"	Quantity	Description of USA Service Components (the "Units")	\$ Installation Limit / Each
*A*	26	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*B*	338	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*C*	525	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*D*	175	(Commercial) flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*E*	30	(Commercial) 6" Honeywell evoQ4 Standard Version, potable water	\$1,900
*F*	3	(Commercial) 8" Honeywell evoQ4 Standard Version, potable water	\$2,100
*G*	55,371	ALD - flowIQ 2250: 25 GPM 5/8 x 3/4 x 7 1/2" Composite	\$70
*H*	2,345	flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*I*	921	flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*J*	1,121	flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355
*K*	304	flowIQ 3250: 700 GPM 4" x 14" (fl) SS	\$895
*L*	59	6" Honeywell evoQ4 Standard Version, potable water	\$1,900
*M*	7	8" Honeywell evoQ4 Standard Version, potable water	\$2,100
*N*	18	AMI Collector	\$20,000
*O*	55,103	Water Meter Lids	\$12
Add-on Meters After Above Installations			
*Q*	1	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*R*	1	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS	\$355
*S*	1	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS	\$355



*T*	1	(Commercial) flowQ 3250: 700 GPM 4" x 14" (ff) SS	\$895
*U*	1	(Commercial) 6" Honeywell evoQ4 Standard Version, potable water	\$1,900
*V*	1	(Commercial) 8" Honeywell evoQ4 Standard Version, potable water	\$2,100
*W*	1	ALD - flowQ 2250: 25 GPM 5/8 x 3/4 x 7 1/2" Composite	\$70
*X*	1	flowQ 2250: 55 GPM 1" x 10 1/4" SS	\$70
*Y*	1	flowQ 3250: 120 GPM 1 1/2" x 13" (ff) SS	\$355
*Z*	1	flowQ 3250: 160 GPM 2" x 17" (ff) SS	\$355
*AA*	1	flowQ 3250: 700 GPM 4" x 14" (ff) SS	\$895
*BB*	1	6" Honeywell evoQ4 Standard Version, potable water	\$1,900
*CC*	1	8" Honeywell evoQ4 Standard Version, potable water	\$2,100
*DD*	1	AMI Collector	\$20,000
*EE*	1	Water Meter Lids	\$12

The Term

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Mo/Yrs.	M
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USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	$\frac{\text{Capacity} \times \text{Usage Rate}}{\text{Availability}} \times \text{MMR Reserve} \times \text{Design Multiplier}$
"Capacity"	$\text{Capacity Base} \times \text{Usage Rate}$
Utility Charge or Revenue Share? (U/R)	U If R, Revenue Source: N/A

Id #	SP Initial Funding?	Rights Fee?	"Full Capacity" / Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	"Est. Useful Life"	Design Multiplier
							Unit	Rate			
*A*	Yes	No	365	Connected Meter	Daily	\$0.212	N/A	N/A	N/A	25	1
*B*	Yes	No	365	Same as Id #A	Daily	\$0.446	N/A	N/A	N/A	25	1
*C*	Yes	No	365	Same as Id #A	Daily	\$0.503	N/A	N/A	N/A	25	1
*D*	Yes	No	365	Same as Id #A	Daily	\$1.614	N/A	N/A	N/A	25	1
*E*	Yes	No	365	Same as Id #A	Daily	\$2.944	N/A	N/A	N/A	25	1
*F*	Yes	No	365	Same as Id #A	Daily	\$4.114	N/A	N/A	N/A	25	1
*G*	Yes	No	365	Same as Id #A	Daily	\$0.181	N/A	N/A	N/A	25	1
*H*	Yes	No	365	Same as Id #A	Daily	\$0.212	N/A	N/A	N/A	25	1
*I*	Yes	No	365	Same as Id #A	Daily	\$0.446	N/A	N/A	N/A	25	1
*J*	Yes	No	365	Same as Id #A	Daily	\$0.503	N/A	N/A	N/A	25	1
*K*	Yes	No	365	Same as Id #A	Daily	\$1.614	N/A	N/A	N/A	25	1
*L*	Yes	No	365	Same as Id #A	Daily	\$2.944	N/A	N/A	N/A	25	1
*M*	Yes	No	365	Same as Id #A	Daily	\$4.114	N/A	N/A	N/A	25	1
*N*	Yes	No	365	Same as Id #A	Daily	\$13.289	N/A	N/A	N/A	25	1
*O*	Yes	No	365	Same as Id #A	Daily	\$0.015	N/A	N/A	N/A	25	1
*P*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Q*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*R*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*S*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*T*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*U*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*V*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*W*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*X*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Y*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*Z*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*AA*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1
*BB*	Yes	No	365	Same as Id #A	Daily	TBD at NtP	N/A	N/A	N/A	25	1

*CC*	Yes	No	365	Same as Id #A	Daily	TBD at NTP	N/A	N/A	N/A	25	1
*DD*	Yes	No	365	Same as Id #A	Daily	TBD at NTP	N/A	N/A	N/A	25	1
*EE*	Yes	No	365	Same as Id #A	Daily	TBD at NTP	N/A	N/A	N/A	25	1

"Expected Use" of Full Capacity (monthly): = 100%      "Lowest Contemplated Use" of Full Capacity (monthly): = 100%

"Price Index"	
USA Payment "% Eligible for Index" = 50%	Credited to: MMC
(select one) = Other	<small>USA CPI All Urban Consumers, City Average (1982=100)</small> <small>USA CPI Commercial, residential, &amp; nonresidential (1982=100)</small> Other = 3.50%

INSTALLATION MATTERS

"Installation Limit": See Above / Unit      "Completion Target": 18 - Months      Monthly "Carrying Charge": 0.85%

Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) S

UMS

Approved MMC - MMR Providers: Contracting Party shall be SP Entity or Customer (S/C) S

UMS

OTHER APPLICABLE TERMS

MMC Reserve	Actual: TBD	Suggested: \$.24/meter/mo	Per (Month/Year)	M	Starting month # after Install Date	1
MMR Reserve	Actual: TBD	Suggested: .34% of Unit Cost	Per (Month/Year)	M	Starting month # after Install Date	1
Defer USA Payments by:	0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A	
# of months to spread Deferred Catchup over:	N/A	Starting month # for Deferred Catchup:	N/A	plus the Unit's annual monthly standard deviation to Unit Use	Yes	

Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No	No
MMC Agreement:	Will Customer source and contract for Unit maintenance and renewal services. Yes/No	No
Taxes and Fees	Taxes and Fees direct bill or add to applicable Usage Rates? Direct/Usage	Usage
Right of Return		No
Return Limit	10%      If Yes, applies for N/A- months after the USA Start Date	

Customer Unit Replacement: When Customer Unit Replacement applies, fill in below

Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"
N/A	\$0	N/A	\$0	N/A	\$0

**Additional Terms: The following terms shall also control over any conflicting terms in the Contract:**

- 1 The USA Payment shall be made pursuant to the Authorization Agreement for direct ACH debts and credits.
- 2 The Customer shall not be sent an invoice for a USA Payment prior to October 1, 2021.
- 3 Customer is solely responsible for overseeing Mythic's performance, services, and work product and SP Entity shall have no responsibility or liability for Mythic.
- 4 Customer shall sign an approved Work Product form (Exhibit 5) for each completed phase of Mythic's work prior to a distribution of funds to Mythic. The phases and payment amounts are as follows:
  - Phase 1: Completion Planning Phase (project schedule, communication plan and validated architecture & sizing): \$519,769.63
  - Phase 2: Discover & Design (OCI & OUA as designed and as built documentation): \$519,769.63
  - Phase 3: OCI Expansion & C2M Installation (network, VMS, DBS, Migration Instances (C2M and MI.Host)): \$259,884.82
  - Phase 4: CCB to C2M (C2M conference room pilot begins): \$1,039,539.27
  - Phase 5: Digital Self-Service Deployment (DDS conference room pilot begins): \$259,884.82
  - Phase 6: User Acceptance Testing (beginning of UAT for C2M & DSS): \$519,769.63
  - Phase 7: Completion of Cutover (project stage closeout report (list of open and closed production support issues): \$259,884.82
  - Phase 8: Month 1 Hypercare Support (break/fix for phases 1-7 requirements only): \$53,349.25
  - Phase 9: Month 2 Hypercare Support (break/fix for phases 1-7 requirements only): \$53,349.25
  - Phase 10: Month 3 Hypercare Support (break/fix for phases 1-7 requirements only): \$53,349.25
  - Phase 11: Advanced Meter Solutions – ODM + SOM (C2M AMS conference room pilot begins): \$519,769.63
  - Phase 12: User Acceptance Testing (beginning of UAT for C2M): \$519,769.63
  - Phase 13: Completion of Cutover (project stage closeout report – list of open and closed production support issues): \$519,769.63
  - Phase 14: Month 1 Hypercare Support (break/fix for phases 1-7 and 11-13 requirements only): \$53,349.25
  - Phase 15: Month 2 Hypercare Support (break/fix for phases 1-7 and 11-13 requirements only): \$53,349.25
  - Phase 16: Month 3 Hypercare Support (break/fix for phases 1-7 and 11-13 requirements only): \$53,349.25



Phase 17: New AMI Kamstrup integration (AMS system integration testing begins): \$519,769.63

Phase 18: Advanced Meter Solutions – ODM + SOM (AMS conference room pilot begins):  
\$519,769.63

Phase 19: User Acceptance Testing (beginning of UAT for C2M – New AMI): \$259,884.82

Phase 20: Completion of Cutover (project closeout report – list of open and closed production support issues): \$259,884.82

Phase 21: Month 1 Hypercare Support (break/fix for phases 1-7, 11-13, and 17-20 requirements only): \$53,349.25

Phase 22: Month 2 Hypercare Support (break/fix for phases 1-7, 11-13, and 17-20 requirements only): \$53,349.25

Phase 23: Travel & Expense (~25 trips): \$75,000

- 5 EPA Pipe inspection survey is included in the meter usage rates based on a \$15 per meter charge by the Approved Installation Contractor.
- 6 The Agreement may not be transferred, in whole or in part, by any party without the other party's written consent. In the event of a permitted transfer of the Agreement, references to the assigning party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.

Effective Date: May 20, 2021

**Customer:**

City of Jackson, MS

By: 

Name: Honorable Chokwe Antar Lumumba

Title: Mayor

**SP Entity:**

SP Meters Jackson MS, LLC

By: Sustainability Partners Services LLC, its Manager

By: 

Name: Adam Cain

Title: COO & Corp Counsel

**Exhibit 3**  
**Notice to Proceed (“NtP”)**

Notice to Proceed for Service Addendum #: JACKSON-WM-2 dated May 20, 2021

RE: Notice to Proceed

The “Customer” and the “SP Entity” identified at the end of this Notice to Proceed are parties to the above referenced Service Addendum. Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Service Addendum.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity’s delivery of countersigned copies of this Notice to Proceed:

- (i) Unit(s) identified in the Service Addendum are Units approved by Customer to be installed at the Location;
- (ii) the contractor(s) identified in the Service Addendum are approved contractor(s) for the Installation;
- (iii) SP Entity has entered, or will promptly enter, into the Service Addendum Contract(s) with the SP Entity being responsible for payment of Service Addendum Costs in accordance with and subject to the terms of the Service Addendum;
- (iv) the enclosed Service Addendum, if any, restates and supersedes any prior Service Addendum for the project; and
- (v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Service Addendum;
- (vi) MMC will be: \$.20 per meter/per month plus \$.48 per 3” meter & larger/per month. MMR will be: \$0
- (vii) Taxes and Fees expressed as % of Unit(s) Actual Cost

taxes and permits:	TBD	monthly asset mgr. fee:	Included	project developer:	Included
underwriting and origination:	Included	installation owners rep.:	Included	Other:	TBD

**\$ Installation**

Unit “Id #”	Quantity	Limit / Each	Description of USA Service Components (the “Units”)
*A*	26	\$70	ALD - (Commercial) flowIQ 2250: 55 GPM 1" x 10 1/4" SS
*B*	338	\$355	(Commercial) flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS
*C*	525	\$355	(Commercial) flowIQ 3250: 160 GPM 2" x 17" (fl) SS
*D*	175	\$895	(Commercial) flowIQ 3250: 700 GPM 4" x 14" (fl) SS
*E*	30	\$1,900	(Commercial) 6" Honeywell evoQ4 Standard Version, potable water
*F*	3	\$2,100	(Commercial) 8" Honeywell evoQ4 Standard Version, potable water
*G*	55,371	\$70	ALD - flowIQ 2250: 25 GPM 5/8 x 3/4 x 7 1/2" Composite
*H*	2,345	\$70	flowIQ 2250: 55 GPM 1" x 10 1/4" SS
*I*	921	\$355	flowIQ 3250: 120 GPM 1 1/2" x 13" (fl) SS
*J*	1,121	\$355	flowIQ 3250: 160 GPM 2" x 17" (fl) SS
*K*	304	\$895	flowIQ 3250: 700 GPM 4" x 14" (fl) SS
*L*	59	\$1,900	6" Honeywell evoQ4 Standard Version, potable water
*M*	7	\$2,100	8" Honeywell evoQ4 Standard Version, potable water
*N*	18	\$20,000	AMI Collector
*O*	55,103	\$12	Water Meter Lids

Proprietary & Confidential – May not be disclosed without express prior permission from Sustainability Partners LLC.

Effective Date: May 20, 2021

This Notice to Proceed is hereby issued and accepted:

**Customer:**

Name: City of Jackson, Mississippi

Signature: 

Name: Honorable Chokwe Antar Lumumba

Title: Mayor

**SP Entity:**

Name: SP Meters Jackson MS, LLC  
By: Sustainability Partners Services LLC, its Manager

Signature: 

Name: Adam Cain

Title: COO & Corp Counsel

Date: 5-20-21




**Master Utility Service Agreement**


The parties to this Master Utility Service Agreement (this "M-USA") are City of Jackson, Mississippi ("Customer") and Sustainability Partners LLC, a Delaware limited liability company ("SP"). This M-USA sets forth the General Terms and Conditions attached as Exhibit 1 (the "General Terms") that apply to sustainability solutions and related services to be provided by SP or an affiliate thereof (as applicable, the "SP Entity") as described in each subsequently executed USA Service Addendum identified as an Exhibit 2 to this M-USA (each a "Service Addendum"), and subject to acceptance pursuant to one or more Certificates of Acceptance identified as an Exhibit 4 to this M-USA for installed solution components contemplated by the corresponding Service Addendum (each a "Certificate of Acceptance").

This M-USA is entered into by and between the undersigned parties (each a "Party;" together, the "Parties") for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of November 30, 2020.

City of Jackson, Mississippi

By:   
Name: Chokwe A. Lumumba  
Title: Mayor  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Address: \_\_\_\_\_

Sustainability Partners LLC

By:   
Name: Thomas Cain  
Title: CEO  
Phone: (480) 840-0400  
E-Mail: tcain@s.partners  
Date: November 30, 2020

These General Terms and Conditions (these “General Terms”) apply to and are incorporated into each Agreement (defined below) between Customer and an SP Entity. Capitalized terms not defined in these General Terms have the meanings given in the applicable Agreement and the Master Utility Service Agreement (the “M-USA”) to which these General Terms are attached as Exhibit I.

1. **The Sustainability Services.** Customer engages the SP Entity as an independent contractor to provide the following services (the “Services”) at the Location on the terms set forth in this Agreement for Unit(s):
  - 1.1. *SP Entity ownership.* If the SP Entity is funding the Unit(s), the SP Entity will acquire and cause the Unit(s) to be installed at the Location. The SP Entity will pay the Installation Cost in connection with the Installation of the Unit(s);
  - 1.2. *Customer ownership.* If the SP Entity is paying a Rights Fee or the Unit(s) are Customer funded, the Customer has and retains all Unit(s) ownership and operation rights provided there is no Payment Default;
  - 1.3. *Maintenance.* Whether SP Entity ownership or Customer ownership, maintenance costs of Unit(s) shall be as provided for in Sections 7, 8, and 9 of this Agreement; and
  - 1.4. *Use.* Unless there is a Payment Default, the SP Entity allows Customer’s full use of the Unit(s) at the Location during the Initial Term and any and all subsequent Additional Terms (each being defined in the Service Addendum and collectively defined as the “Term”).
2. **USA Payments.**
  - 2.1. *In General.* Customer will pay the USA Payments to the SP Entity as calculated in the Agreement. Where Revenue Sharing is the source of USA Payments and the Revenue is insufficient to fund the USA Payments, Customer will pay the shortfall.
  - 2.2. *Invoicing and Payment.* The SP Entity will electronically invoice Customer monthly, and invoiced amounts are due in full within 30 days by credit card, ACH, wire transfer or on such method as Customer and the SP Entity shall hereafter agree.
  - 2.3. *Late Fees.* If any amount due to the SP Entity is delinquent for more than 30 days, such amount will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Customer will bear the reasonable costs and expenses (including attorneys’ fees and costs) incurred by the SP Entity in collecting such amounts.
  - 2.4. *Data Interruptions.* If data for calculation of a USA Payment is unavailable to the SP Entity, the SP Entity may estimate the payment associated with such Units based on historical Usage, usage of similar Units or other reasonable means; provided that (a) any such estimated amounts shall be clearly identified on the applicable invoice, and (b) if the relevant actual data becomes available within six months following the invoice date for the estimated payment, the SP Entity will reconcile on the next invoice the actual data with the estimated data and provide a true-up calculation to Customer.
  - 2.5. *Excess Usage.* Should annual USA Payments exceed that required for SP Entity obligations those funds will be credited to the Support Reserves.
  - 2.6. *Usage Rate Reduction Payment.* At Customer’s sole option, starting year 4 from Install Date, the Customer may once a year, propose to make an additional payment (a “Usage Rate Reduction Payment”) of no less than 10% of Actual Cost. Following receipt of such a proposal for a Usage Rate Reduction Payment, the SP Entity shall provide Customer with a restated Service Addendum containing updated Usage Rates (contingent on receipt of the Usage Rate Reduction Payment) determined by the SP Entity to achieve economics consistent with the methodology used to establish the Usage Rates in the existing Service Addendum. Within 30 days thereafter, Customer, at its sole, option may elect whether to approve and execute the restated Service Addendum and pay the corresponding Usage Rate Reduction Payment.
  - 2.7. *Governmental Entity Provisions.* If Customer is a Governmental Entity, the following provisions shall apply:
    - a) *Legislative Appropriation.* The SP Entity acknowledges that Customer’s payment of amounts, other than Revenue Sharing, due under this Agreement is subject to appropriation by Customer’s applicable legislative body of sufficient funds therefor and the availability of funds following legislative appropriation. In any budget submitted by Customer for approval and funding by Customer’s applicable legislative body that provides for payment of all Customer utilities from which Customer agrees SP Entity payment is to derive, Customer shall include sufficient funding for unpaid amounts to be paid by Customer under this Agreement, as well as sufficient funding for such amounts anticipated to be paid by Customer under this Agreement for the period covered by the appropriation.
    - b) Customer makes no representations, warranties, or covenants, express or implied, that the legislature will make such appropriations. So long as (i) the Customer continues to make good faith best efforts to pass such appropriation, keeping the SP Entity fully informed of such efforts, and (ii) the SP USA Payment is treated pari-passu in all respects with payments to all other Customer utilities requiring similar appropriations, failure to pass such appropriation will not result in a Payment Default by Customer. Except as provided for by satisfying conditions (i) and (ii) above, delays or failures to pay amounts when otherwise due under this Agreement, including the failure of Customer’s applicable legislative body to appropriate necessary funds, this provision shall not restrict the SP Entity from terminating this Agreement for a resulting Payment Default by Customer.
    - c) *Invoicing and Payment.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.2 above, the SP Entity will electronically invoice Customer monthly, and invoiced amounts are due and shall be paid in full in accordance with the provisions of the Prompt Payment Act; payments shall be made by such method as Customer and the SP Entity hereafter agree.
    - d) *Late Fees.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.3 above, payments not timely made pursuant to the provisions of this Agreement shall entitle the SP Entity to the penalties and other remedies as set forth in the Prompt Payment Act.
3. **Unit Procurement, Installation and Acceptance.**
  - 3.1. *Selection of the Installed Units.* Upon execution of an initial Service Addendum, Customer and the SP Entity shall cooperate in defining the specific design and specifications of the Installation. Unit(s) for installation at the Location shall be selected by SP and approved by Customer from an Approved MMC Provider listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
  - 3.2. *Selection of Installation Contractors.* Contractors for the Installation shall be selected by SP and approved by Customer from an Approved Contractor listed in the applicable Service Addendum. SP Entity will then provide Customer with applicable Usage Rates in a restated Service Addendum for execution to proceed further with efforts towards Installation.
  - 3.3. *Competitive Bidding.* If Customer is a Governmental Entity, then to the extent that Customer or the SP Entity determines that a competitive bidding process is required under applicable Laws, the selection of the Units, vendor(s), or contractor(s) for the Installation shall be in accordance with provisions of such applicable Laws and conducted jointly by the SP Entity and Customer including requirements that the general contractor use commercially reasonable efforts to allow qualified local and/or minority contractors have an opportunity to competitively bid on the Project. The awards will be based on



- lowest cost of usage from qualified bidder(s) or best value bidders(s) over the Units expected useful life, consistent with the requirements and analysis provided by the SP Entity. Following the selection of the qualified bidder or bidders, the SP Entity shall provide Customer with a restated Service Addendum with updated Usage Rates reflecting any changes in the expected economics based on the negotiated contracts with the selected bidder(s). Execution of the restated Service Addendum shall occur prior to proceeding further with Installation efforts contemplated by this Agreement. To the extent applicable, this Section 3.3 shall govern over the terms of Sections 3.1 and 3.2 above.
- 3.4. *Installation Agreements.* A written agreement with an Approved Contractor for Installation work (an "Installation Agreement") shall be executed by either the SP Entity or Customer as determined by the related Service Addendum and subject to the other's written approval of such Installation Agreement. Each Party shall be an express beneficiary to the Approved Contractor's warranties, guaranties and obligations with respect to the Installation work. Each Party shall be independently entitled (without obligation) to enforcement of rights under an Installation Agreement. All Installation Agreements shall comply with any applicable Prevailing Wage Act to the extent required under applicable Laws.
- 3.5. *Underwriting.* Following selection of the Unit(s), Approved MMC Provider(s) and Approved Contractor(s) for the Installation in accordance with the foregoing, the SP Entity shall make a good faith effort to contract for and underwrite the restated Service Addendum with updated Usage Rates based on such selection and other updated Installation information. The SP Entity will either (i) confirm the underwriting of the prior restated Service Addendum and approve issuance of the Notice to Proceed (Exhibit 3) to be executed by Customer, or (ii) if required for underwriting, present a further restated Service Addendum with updated Usage Rates for execution by Customer before issuing of the Notice to Proceed. Until the Notice to Proceed is issued with respect to such a restated USA Service Addendum in accordance with the foregoing, neither Party shall have any further liability or obligation to the other with respect to the terms of this Agreement.
- 3.6. *The Installation.* Following Customer's issuance of a Notice to Proceed in accordance with the foregoing, the Customer and the SP Entity shall collaborate (either directly or through Customer's staff, construction manager or project manager) on the management of on-site Installation activities and general administration of Installation Agreements (including matters relating to the performance, conformity or timeliness of goods and services to be provided for the Installation by contractors and vendors). The SP Entity shall also proceed with procurement of the Units, and may also designate or engage an on-site Installation representative to assist and support in the management of Installation efforts and administration, the costs of which shall be included as Installation Costs.
- 3.7. *Payment of the Installation Costs.* Installation Costs for Installation work to be paid in full by the Initial Funding Entity under this Agreement shall be performed pursuant to Installation Agreements that comply with the terms of this Agreement. Subject to the terms of this Agreement, the Initial Funding Entity agrees to pay the Installation Costs, except to the extent the aggregate Installation Costs exceed the aggregate amount specified in the restated Service Addendum (the "Installation Limit") or the Installation Costs per Unit (on a fully-loaded cost basis) exceed the amount per Unit specified in the restated Service Addendum (the "Installation Limit/Unit"), when due under the Installation Agreement (each such payment, an "Installation Payment"). In the event there are pre-installation services (e.g. engineering, survey, permitting etc.) paid by the SP Entity for a Unit that is not installed, those services will be charged monthly at 1.5% times the amount paid until a Certificate of Acceptance. In the event that there are Installation Costs exceeding the Installation Limit at the Location that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Installation Agreement; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Installation Agreement, the Approved Vendor shall promptly provide notice to the Customer and the SP Entity before conditions are disturbed. The Customer and SP Entity will jointly and promptly investigate such conditions. If the Customer and the SP Entity determine that the conditions at the Location are not materially different from those indicated in the Installation Agreement and that no change in the terms of the Installation Agreement is justified, the SP Entity shall promptly notify the Approved Vendor in writing, stating the reasons. If the Customer and the SP Entity determine that they differ materially and cause an increase or decrease in the cost of, or time required for, performance of any part of the work, the SP Entity and Customer will work together to an equitable adjustment in the Installation Agreement for the Approved Vendor. If additional costs are incurred, whether due to a previously unknown condition, event at the Location or otherwise, then Customer may either:
- pay such additional costs (without any obligation of the SP Entity to pay or reimburse such costs);
  - execute a restated Service Addendum provided by the SP Entity that takes such additional costs and corresponding underwriting requirements into account (ex. updated Usage Rates); or
  - terminate the Agreement and reimburse the SP Entity for the SP Entity's related costs then incurred (including underwriting, design, procurement, Installation Costs, storage, cancellation charges, fees, permits, legal and other costs) and any further costs as may be subsequently incurred in complying with a Customer request to make reasonable efforts to restore the Location to its prior condition.
- 3.8. *Protection against Liens.* The SP Entity agrees, at Customer's direction, to withhold payment to any provider of materials or services in connection with providing or installing any equipment associated with a USA Service until such providers execute and deliver to Customer waivers of lien against Customer's property or against any public fund established for the payment of the USA Service. Customer shall not be responsible for making payments under any USA Service or Addenda thereto until all such waivers of lien have been delivered to Customer.
- 3.9. *Installation Payment Notices.* Each Installation Payment Notice will (a) identify the amount to be paid by the Initial Funding Entity, (b) the date by which payment must be made, (c) payment instructions for electronic payment to the contractor, and (d) be delivered at least 10 business days prior to the date by which the payment must be made.
- 3.10. *Inspection of Installation Work.* At its discretion and with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Installation work upon completion or any time prior thereto. If a contractor has not performed the Installation work in accordance with the Installation Agreement and in accordance with applicable industry standards, then (a) Customer and SP Entity will cause the contractor to diligently cure such conditions, and (b) the SP Entity may suspend its obligations until the contractor has cured such conditions.
- 3.11. *Late Installation Payments.* If the Initial Funding Entity fails to pay any undisputed Installation Payment amount when due and Customer pays the contractor such Installation Payment amount, then amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and the Initial Funding Entity will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by Customer in collecting such amounts.
- 3.12. *Certificate of Acceptance.* After the Unit(s) have been installed and made available for Customer Usage, Customer will execute and deliver to the SP Entity a Certificate of Acceptance (Exhibit 4) prior to usage. USA Payments consistent with then-applicable Service Addendum shall be paid by Customer with respect to any material Customer usage of Units and constitutes a Certificate of Acceptance for such Units.
- 3.13. *Installation Delays.* Except to the extent solely caused by either the SP Entity or Approved MMC Providers, if the Certificate of Acceptance has not been executed and delivered by Customer on or before the Completion Target specified in the Service Addendum, Customer will promptly pay the monthly carrying charge specified in the Service Addendum (the "Carrying Charge") and an additional Carrying Charge after each 30-day period thereafter during which such condition continues on Unit(s) Actual Cost. The Installation by contractors, engineers, architects and vendors are solely responsible for the performance, conformity or timeliness of goods and services to be provided for the Installation.

#### 4. Unit Operation.

- 4.1. *Customer Operation.* To the extent permitted under applicable federal laws and laws of Venue State, Customer is solely responsible for the Unit(s), except for those specifically defined for SP in sections 7, 8, and 9, while in Customer's operation, use or possession and will indemnify, defend and hold harmless the SP Entity from and against any and all third-party Claims relating to Customer's operation, use or possession of the Unit(s).
- 4.2. *Unit Location.* Customer will keep the Unit(s) at the Location, except to the extent the SP Entity approves otherwise. The Unit(s) shall be used solely in the conduct of Customer's business. To the extent permitted under applicable federal laws and laws of Venue State, Customer warrants that the Unit(s) will be used for commercial or business purposes and not for consumer, personal, home or family purposes.
- 4.3. *Malfunctions; Defects; Changes to Environment.* Customer will promptly notify the SP Entity if Customer discovers a material malfunction, defect or interruption in the operation or condition of the Unit(s) or material change to an integral environmental resource like water, energy, gas or air that may degrade the Unit performance, maintenance, or Useful Life. Customer may continue operating the Unit(s) that Customer knows is not in good and working condition only to the extent approved in writing by the SP Entity.
- 4.4. *Efficiency Programs/Features.* The SP Entity may incorporate demand response and similar programs and features into the operation of the Unit(s), but these may not materially impact Customer's operations without Customer's prior approval of such program or feature.

#### 5. Customer Care at the Location.

- 5.1. *In General.* Units are entrusted in Customer's care while at the Location. While any Unit is at the Location, Customer shall be responsible for competently protecting such Unit from damage, modification, vandalism, interference or destruction (excluding any damage, modification or destruction caused by the SP Entity or defect in the Unit itself) and ensuring interconnected systems are performing reliably, safely and effectively.
- 5.2. *Obstructions; Interference.* Customer will keep all areas in and around the Unit(s) free from any obstruction or interference that would impair Unit performance, installation, access, maintenance or removal. Except as otherwise provided by the Agreement or otherwise authorized by the SP Entity in writing, Customer will not allow any service, alteration, modification, interference or other infringement upon the Unit(s).
- 5.3. *Insurance.* Should the Customer not obtain and maintain (as primary insurance for the SP Entity and Customer as co-insureds as their interests may appear in the Agreement), reasonable insurance coverage, including, without limitation, liability insurance and insurance against loss or damage to the Unit(s), in such amounts, in such form and with such insurers as are reasonably satisfactory to the SP Entity and that will name the SP Entity, its successors and/or assigns, as loss payee and additional or co-insured with a certificate evidencing the same as to each policy, SP shall obtain such insurance while each Unit is at the Location, to the extent permitted under applicable federal laws and laws of Venue State, and add its pro-rated cost to the USA Payments due to SP Entity. The applicable certificates of insurance will expressly provide that the policies may not be terminated without giving the SP Entity at least 30 days' prior written notice.
- 5.4. *Connectivity.* When required for the project and in conformance with all Location security protocols, Customer will provide, at no cost to the SP Entity, continuous Internet access to the Unit(s) at the Location during the Term to enable the SP Entity to connect to, monitor and collect data to facilitate reliability, maintenance, performance, usage, and replacements, as well as supporting initiatives such as demand response. SP agrees to fully support Customer requirements to ensure SP Entities and Approved MMC Providers have no access to Customer's internal data or systems.
- 5.5. *Access.* During the Term and for 120 days thereafter, to the extent permitted under applicable federal laws and laws of Venue State together with conformance with all Location security protocols, the SP Entity and its agents, employees, affiliates, suppliers, contractors, subcontractors, lenders and insurers may enter and access the Location to perform activities contemplated by the Agreement and, if necessary, to protect the SP Entity's interests in the Unit(s). Notwithstanding the foregoing, Customer may, upon at least three days' prior written notice to the SP Entity identifying the relevant details, reject specific personnel who have previously failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the Location.

#### 6. Ownership.

- 6.1. *SP Entity Ownership.* The SP Entity owns and will continue to own all title and legal and beneficial ownership interests in the SP Entity funded Unit(s). All SP Entity funded Units and other assets of the SP Entity used in performing the services will remain the sole personal property of the SP Entity, and will not attach to, be deemed a part of, or fixture to, the Location. All tax filings, reports and other documentation shall be filed in a consistent manner. Customer is entrusted with possession of the SP Entity funded Unit(s), without the transfer to Customer of any ownership interest therein, only to use those Unit(s) at the Location during the Term. The Agreement will not be construed to transfer any ownership or control of SP Entity funded Units(s) nature or method of use. In the event of a bankruptcy proceeding under U.S. Bankruptcy Code with respect to either the SP Entity or Customer, the other shall be treated as a licensee under and pursuant to 11 U.S.C. Section 365(n). In the event of a further liquidation of assets pursuant to Chapter 7 of the U.S. Bankruptcy Code, the other party shall have an option of the Assignment of any unowned Units on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00.
- 6.2. *Ownership Notice Filings.* The SP Entity may file or record any documents or instruments, including Uniform Commercial Code ("UCC") ownership statements or fixture filings, to give third parties notice that the SP Entity is the owner of the SP Entity funded Unit(s) while the Customer is the owner of non-SP Entity funded Unit(s) and if there is a Rights Fee on the Unit(s) of SP usage rights of Units(s).
- 6.3. *Incentives.* Unless otherwise specified in the applicable Service Addendum, during the Term of this Agreement the Customer shall be responsible for obtaining and may receive all Incentives with respect to the Unit(s). Customer agrees to inform of SP on a timely basis of all Incentive related communications that may affect obtaining such Incentives after the Term. SP Entity retains the economic benefits from activities independent of the Customer such as depreciation, financial restructuring, cash discounts, volume incentives, training credits, leverage, and investments.
- 6.4. *No Liens by Customer.* Customer will not directly or indirectly cause or create any Lien on or with respect to the Units(s) that are SP Entity funded or Units(s) covered by an SP Rights Fee or any other property of the SP Entity except as otherwise agreed in writing, and, to the extent permitted under applicable federal laws and laws of Venue State, will indemnify the SP Entity against all costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in discharging, releasing or terminating such encumbrances or in litigating to quiet title as to or relating to any Liens.

#### 7. Major Maintenance / Renewal.

- 7.1. *Unit Major Maintenance / Renewal ("MMR").* During the Term, should either Party have material concerns over any and/or all Units reliability, safety, performance, maintainability, or effectiveness, at SP Entity's discretion, the SP Entity will either perform MMR where Customer expresses no timely, reasonable and material objection, with agreement of Customer as to timing and procedure to minimize operational disruptions or terminate the agreement.
- 7.2. *Updated Terms.* Upon and following a MMR,
  - a) references in the Agreement (including the definitions of "USA Service", "Unit" and "Accepted Unit" for purposes thereof) will thereafter be deemed to refer to and mean the items included as a result of such MMR and to exclude the items removed as a result of such MMR,
  - b) the applicable Install Date for such Renewed Unit(s) shall be the date of the MMR,



- c) the Useful Life for Renewed Unit(s) shall be updated based on the date of MMR and the Renewed Unit(s) characteristics, and where MMR occurs at or after old Useful Life then: Unit's Actual Cost = new cost. Otherwise, the Actual Cost = new cost + ((old Useful Life - amount of Useful Life used at MMR) / old Useful Life) \* old Actual Cost. Should annual USA Payments be less than required to cover SP Entity obligations, SP Entity may apply the Support Reserves to reduce the difference.

7.3. *Customer MMR.* If (a) there is a deficiency in a Unit that is reasonably resolved by replacement of such Unit, (b) the applicable Service Addendum provides that "Customer Unit Replacement" applies to the replacement of the relevant Unit, (c) the SP Entity has provided Customer with sufficient standby Units, and (d) the SP Entity has not directed otherwise, then Customer will:

- a) perform a replacement of the applicable Unit,
- b) promptly notify the SP Entity, and
- c) store the removed items for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
- d) Unless the Unit deficiency results from an event or condition for which Customer (and not the SP Entity) is responsible under the Agreement, Customer shall be issued a Replacement Credit. Customer's replacement of the Unit and issuance of the Replacement Credit will constitute Customer's sole and exclusive remedies with respect to the Unit(s) deficiency that can be resolved through a Unit replacement by Customer when the conditions described in clauses (a) – (d) above apply.

#### 8. Minor Maintenance / Care.

- 8.1. *Minor Maintenance / Care ("MMC").* Customer shall be solely responsible to Operate the Unit(s). Notwithstanding the foregoing, the SP Entity shall have the right, but not an obligation, to cause MMC to be performed, in collaboration with the Customer, to the extent SP deems necessary or appropriate in its sole discretion to keep the Unit(s) in a State of Good Repair, the cost of which shall be included as Support Costs and reduce the Support Reserves accordingly.
- 8.2. *Approved MMC Provider.* Except as otherwise provided in the Agreement, Customer will restrict performance of the MMC to one of the Approved MMC Providers listed in the applicable Service Addendum. Customer may request a new Approved MMC Provider be added to the Approved MMC Provider list. If the SP Entity fails to respond to such a request within 10 business days, then such suggested Approved MMC Provider shall be deemed to have been added to the restated Service Addendum list of Approved MMC Providers. Customer and SP agree that it is solely the selected vendors' and installers' responsibility for Unit performance.
- 8.3. *Unit Critical Repair.* Should a Unit that is an essential service, be inoperable and no Approved MMC Provider is available to affect a repair, the Customer shall use their best judgment in causing the Unit to be immediately repaired with such repair being paid for through the associated Support Reserve.
- 8.4. *MMC Agreements.* MMC will be performed pursuant to a written agreement between either SP or Customer as determined by the related Service Addendum, and an Approved MMC Provider that has been approved by both Customer and SP Entity (a "MMC Agreement"), such approval not to be unreasonably withheld or delayed. If a party fails to respond within 10 business days of receipt of a proposed MMC Agreement, that party's approval will not be required for such Support Agreement. The non-contracting party shall be an express third-party beneficiary of the MMC Agreement and the Approved MMC Provider's warranties, guaranties and obligations with respect to the Unit maintenance, and shall be independently entitled (without obligation) to enforcement thereof.
- 8.5. *Approved MMC Provider Replacement.* If Customer or the SP Entity determines that an Approved MMC Provider cannot reasonably be relied upon to perform Unit care consistent with adequate quality, reliability or efficiency, or following a Material MMC Cost Increase, then
  - a) MMC will be performed by a different Approved MMC Provider identified on the Service Addendum, and
  - b) Customer and the SP Entity will jointly endeavor to identify a replacement Approved MMC Provider capable of performing Unit care with the appropriate quality, reliability and efficiency at the lowest applicable cost. The Parties will update the Service Addendum to reflect any such Approved MMC Provider replacement.
- 8.6. *Material MMC Cost Increases.* If Customer becomes aware of a Material MMC Cost Increase, Customer will promptly notify the SP Entity in writing, as promptly as reasonably possible, before contracting with the Approved MMC Provider for further Unit MMC.
- 8.7. *Inspection of Unit MMC.* At its discretion, with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Unit MMC work performed or being performed. If the Approved MMC Provider has not performed the Unit MMC work in accordance with the MMC Agreement and in accordance with applicable industry standards, then
  - a) Customer will cause the Approved MMC Provider to diligently cure such conditions, and
  - b) the SP Entity may suspend its obligations until the Approved MMC Provider has cured such conditions. Items removed by the Approved MMC Provider in connection with Unit care will be held by Customer for further instructions from the SP Entity regarding their inspection, collection and/or disposition.

#### 9. Reserves and Costs.

- 9.1. *Support Costs.* Unit MMC and MMR "Support Costs" to be paid by the SP Entity refers to direct third-party out-of-pocket costs (and any applicable Customer Unit Replacement amounts, to the extent provided in the applicable Restated Service Addendum). All other internal or other costs incurred by Customer are excluded from any payment obligation of this Agreement. Customer is responsible for the operation, service and safe keeping of the Unit(s). Accordingly, Support Costs exclude, and Customer (and not the SP Entity) shall be responsible for, the costs of any Unit MMC or MMR costs necessary due to or resulting from improper operation, improper environmental controls, improper service, vandalism, Force Majeure Event, abuse, negligence or willful misconduct by Customer or any third party, or a breach of the Agreement by Customer. For any Unit MMC and MMR (including associated costs of diagnosis and correction) for which the SP Entity pays but is not responsible for paying as Support Costs, Customer will pay the SP Entity's associated out-of-pocket costs and expenses. Additionally, Customer is responsible for appropriate planning and coordination of MMC and MMR services.
- 9.2. *Creation of Support Reserves.* To support the reliability, durability and safety priorities established by the Parties, a portion of the USA Payments shall be applied to fund the Support Reserves, which shall be determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed. The SP Entity may invest reserves created by this Agreement into instruments reasonably equivalent to those with AA+ rating, the net proceeds of which will be retained by the associated reserve.
- 9.3. *Payment of Support Costs.* The SP Entity shall pay Support Costs associated with Units from the associated Support Reserve. If the Support Reserve is insufficient to fund certain Support Costs, the SP Entity may offer to pay and bear such excess Support Costs, subject to Customer's approval of new Usage Rates needed to support such additional costs. If Customer does not approve, SP Entity may require Customer pay an amount sufficient to maintain a reasonable positive Support Reserve balance. The SP Entity's payment of Support Costs shall be conditioned upon
  - a) such Support Cost payment actually being due to an Approved MMC Provider under a MMC Agreement,
  - b) performance by Customer and Approved MMC Provider in accordance with the terms of the MMC Agreement,



- c) the absence of any pending dispute between the parties to the MMC Agreement,
- d) the SP Entity's receipt of the applicable invoice from the Approved MMC Provider, together with any additional supporting documentation required, and
- e) certification that the foregoing conditions are satisfactory to Customer, provided to the SP Entity in the applicable written payment notice (a "Support Cost Notice").

9.4. *Support Cost Notices.* Each Support Cost Notice will, except to the extent waived by the SP Entity from time to time,

- a) identify the Units subject to the Support Cost,
- b) include a Customer's certification that Customer has reviewed and approved the Unit work as being properly performed, and
- c) if the SP Entity is not being directly billed by Approved Contractor,
  - i. identify the amount to be paid by the SP Entity,
  - ii. identify the date on which payment must be paid,
  - iii. provide payment instructions for electronic payment, and
  - iv. be delivered at least 10 business days prior to the date on which the payment must be paid.

## 10. The Term.

- 10.1. *Commencement of Initial Term.* The Initial Term commences when Customer executes and delivers the applicable Certificate of Acceptance or the Unit(s) have otherwise been deemed accepted in accordance with Section 3.12. If Customer is the Initial Funding Entity, the Initial Term shall be for the period equal to the Unit's remaining Useful Life.
- 10.2. *Renewal/Nonrenewal for Successive Terms.* The Term will automatically extend for successive Additional Terms, unless either Party has given the other Party a written nonrenewal notice at least 30 days prior to the applicable Additional Term. Customer notice of nonrenewal serves as notice of a Customer termination for convenience of this Agreement.

## 11. Changes.

- 11.1. *Compliance Costs.* In the event of any change in applicable Laws regarding the Unit(s), the Location or the Agreement, Customer will either (a) promptly pay the full amount of the SP Entity's costs of complying with such change, or (b) agree to an adjustment to the Usage Rates determined by the SP Entity (for which the proportional increase may not exceed the percentage represented by such cost of compliance costs relative to the sum of the Unit's Actual Cost).
- 11.2. *Inflation Adjustments.* The % Eligible for Index portion of Usage Rates (in which the subject adjustment occurs for only MMC, MMR, or SP Entity administration costs unless specifically stated otherwise) shall change in an amount equal to the percentage in the Price Index from January of the calendar year in which the prior adjustment occurred (or if none, the year of the initial Install Date) through January of the calendar year in which the subject adjustment occurs for USA Payment.
- 11.3. *Use Adjustments.* Upon annual Customer written request or annualized Use over a three month period is less than 67% of the Expected Use of Full Capacity, the SP Entity may adjust the Usage Rates and/or Lowest Contemplated Use to reflect a reduced or increased utilization expectation; provided, however, that (a) the effective date for any such change will not be earlier than 30 days following written notice thereof and (b) Customer will have the right to immediately terminate the Agreement upon written notice at any time before the adjustment takes effect.

## 12. Limitations on Liability.

- 12.1. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, NEITHER THE SP ENTITY NOR ITS RELATED PARTIES SHALL BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR HARM TO REPUTATION) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.
- 12.2. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE STATE, THE SP ENTITY'S AGGREGATE LIABILITY UNDER THE AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT SHALL NOT EXCEED THE TOTAL USA PAYMENTS ACTUALLY PAID TO THE SP ENTITY UNDER THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY WAS CREATED. The Usage Rates reflect, and are dependent upon, the foregoing limitations of liability.
- 12.3. If the project for the Customer involves LED lighting, Customer assumes all risks associated with the selection, installation, operation or use of LED lighting with color temperature above 2,750K or a color rendering index (CRI) below 85, and to the extent permitted under applicable federal laws and laws of Venue State, will indemnify, defend and hold harmless the SP Entity from and against any and all Claims relating to such matters..
- 12.4. *Warranties.* Except for the obligations undertaken by the SP Entity pursuant to the MMC.
- a) To the extent permitted under applicable federal laws and laws of Venue State, the SP Entity disclaims and makes no representation or warranty, either express or implied, as to the fitness for a particular use or otherwise, quality, design, condition, capacity, suitability, merchantability or performance of the Unit or the services. Each Unit is provided "as is." Customer accordingly agrees not to assert any claim or offset whatsoever against the SP Entity based thereon.
  - b) To the extent permitted under applicable federal laws and laws of Venue State, once Units have been commissioned at the Customer's Location, Customer will be solely responsible for the Units compliance of applicable Laws, Customer standards and policies, or any other applicable requirements and hereby assumes and will bear the entire risk of loss and damage to the Unit(s) from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Unit(s), Customer, at the option of the SP Entity, will (a) repair or replace the same to put it in good condition and working order; or (b) replace the same, with like property of the same or greater quality and functionality.
- 12.5. Notwithstanding any provision to the contrary, the terms of this Section 12 shall survive any termination of this Agreement, regardless of cause or purpose.

## 13. Default Remedies.

- 13.1. *Payment Default.* If a Party fails to pay any undisputed material amount due and payable under the Agreement within 30 days of its due date (a "Payment Default") and fails to cure such Payment Default within 10 business days of written notice thereof, then the other Party may terminate the Agreement immediately upon written notice to the Party in Payment Default.
- 13.2. *Performance Default.* If a Party fails to substantially perform any other material obligation under the Agreement (a "Performance Default") and fails to cure such Performance Default within 10 business days of written notice thereof, the non-defaulting Party may immediately terminate the Agreement.
- 13.3. *Exclusive Remedies.* To the extent permitted by the laws of Venue State, the remedies expressly provided in this Agreement are the sole and exclusive remedies of the Parties in connection with breaches of the Agreement, provided that the Parties will at all times maintain the right to not extend the

Agreement at the end of the Initial Term or Additional Term, as applicable, and further provided that the foregoing remedies are in addition to any late fees and accrual of interest expressly provided elsewhere in the Agreement.

#### 14. Obligations Following Termination.

- 14.1. Return or Assignment. Except to the extent otherwise required in this Section 14, upon a termination of the Agreement for any reason, Customer will immediately (a) if the Agreement expressly provides that Customer has a "Right of Return" ("RoR"), the Certificate of Acceptance has been fully executed and all USA Payments have been received by the SP Entity), uninstall and deliver all Unit(s) covered by the Agreement and any other property of the SP Entity in Customer's possession or control, to locations identified by the SP Entity but no further than the Unit(s) manufacturers closest reconditioning center, at Customer's sole expense, in undamaged condition, in good working order, and properly packaged for individual resale with associated manufacture documentation within 10 business days, or (b) have Assignment of Unit(s) to Customer within 45 business days as provided in Section 14.2 below and execute a General Release.
- 14.2. Unit(s) Assignment. Any Assignment of a SP Entity owned Unit to the Customer shall be on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis from the SP Entity. Customer will receive rights to Unit warranties and Unit Maintenance Agreements. Unless the Service Addendum provides a fixed Assignment Fee schedule, Customer shall pay an "Assignment Fee" for the Assignment of Unit(s) equal to all Deferred USA Payments plus (but never less than \$1.00):
- the Unit's Actual Costs not covered by the Support Reserve, multiplied by: the fraction represented by the Unit's (i) Remaining Useful Life divided by (ii) Remaining Useful Life plus its Qualified Usage.
  - or, provided that there is Remaining Useful Life for the Unit(s), either Party may elect to use time-adjusted Actual Cost from applying a depreciation schedule defined by the DDB function in Microsoft Excel as follows:  $\text{Unit's Actual Cost} - \text{DDB}(\text{Unit's Actual Cost}, 0, \text{Useful Life}, \text{Useful Life} - \text{current age}, 2)$
- 14.3. Unit Assignment upon Customer Default. In connection with a termination by the SP Entity for an uncured Payment Default or Performance Default by Customer (and in lieu of any uninstallation and delivery of the Unit(s) otherwise contemplated by the Agreement), Assignment to Customer will occur for any affected Unit as provided in Section 14.2 above if so elected in writing by the SP Entity in its sole discretion and with the Return Limit being considered a SPV Entity funding obligation.
- 14.4. Other Unit Assignment upon Termination. Subject to and without limiting any other provision providing for the Assignment of the Unit(s) on different terms, upon a termination of the Agreement by either Party for any reason, Customer will receive Assignment of any affected Units funded by the SP Entity (in lieu of any uninstallation, removal or collection of the Unit(s) otherwise contemplated by the Agreement) on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for an Assignment Fee of \$1.00, if so elected in writing by the SP Entity in its sole discretion.
- 14.5. Other Continuing Obligations. For clarity, no termination of the Agreement will relieve Customer's obligation to pay all USA Payments through the date of termination, incur and pay additional USA Payments if Usage continues, any other charge that Customer has incurred under the Agreement, applicable Customer's indemnification obligations under this Agreement, or the SP Entity's obligation to pay amounts due to Customer prior to termination.
- 14.6. Termination of Further Payment Obligations. Upon a termination of the Agreement, the SP Entity will not be liable for payment of any installation, material, freight, restocking fees, cancellation charges, warranty and maintenance cost or other cost for work or services not actually performed prior to such termination.
- 14.7. Reserve Surplus. To the extent the Support Reserve has a positive balance upon a termination of the Agreement, such amount shall first be applied to satisfy any unpaid obligations of Customer to the SP Entity under this Agreement and thereafter any remaining amount shall be distributed by the SP Entity to Customer.

#### 15. Dispute Resolution; Governing Law.

- 15.1. Governing Law; Jurisdiction. The laws of the Dispute Resolution State will govern the terms of the Agreement without giving effect to conflict of laws principles. Subject to Section 15.2 below, each Party consents to the exclusive jurisdiction of the state and federal courts in the Dispute Resolution State and agrees that the exclusive venue of such courts is convenient, proper and is an integral part of the Agreement. Each Party will bear its own costs for any disputes arising under this Agreement.
- 15.2. Arbitration. For Customers that are not Governmental Entities any claim or dispute directly or indirectly arising from or relating to the Agreement or any related actions or omissions that are not claims of equitable relief or claims of provisional remedy shall be subject to arbitration in the Dispute Resolution State. The arbitration shall be administered by a JAMS Neutral and in accordance with JAMS comprehensive rules and procedures. Judgment on any award rendered in such arbitration shall be binding upon the Parties and may be entered in any court having jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO LITIGATE MATTERS IN COURT, INCLUDING ANY RIGHTS TO TRIAL BY JURY.** This paragraph does not apply if Customer is a Governmental Entity, or to a claim for a provisional remedy or equitable relief.
16. SP Entity Agent. The Parties acknowledge and agree that, unless otherwise directed in writing by the SP Entity, the SP Entity has authorized SP, on behalf of the SP Entity, to give and receive notices, invoice and collect payments, make all other SP Entity decisions contemplated by the Agreement, give any instructions contemplated by the Agreement and take all other SP Entity actions contemplated by the Agreement.
17. Nature of Agreement. The Parties do not intend the Agreement to convey control of the right to use the Units in an exchange or exchange-like transaction. The SP Entity determines the Unit's nature and manner of use.
18. Representations. Each Party warrants that the Agreement is valid, binding and enforceable against it in accordance with its express terms. Each Party (and its undersigned officer or official) warrants that the Agreement has been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to such Party. Each Party further warrants that no re-characterization or other change in meaning or effect from what is stated in the Agreement is permitted.
19. Taxes. Customer shall be solely responsible and liable for (either by direct payment or by reimbursement of amounts paid by the SP Entity) all taxes, citations, fines, fees, permits, or other governmental requirements (including any related penalties and interest) relating to any included Unit or the Agreement (other than income taxes).
20. Intellectual Property. The SP Entity retains the sole ownership of all of its applicable copyrights, trade secrets, patents and other intellectual property rights in and relating to the USA Service and the Services. Nothing in the USA Service or any Services shall be deemed a "work for hire" or establish a Customer interest in any intellectual property.
21. Force Majeure. Except as expressly otherwise provided, neither Party shall be liable to the other to the extent it is unable to perform its obligations under the Agreement due to a Force Majeure Event.



22. **Entire Agreement; Amendment.** The Agreement, including these General Terms and any other incorporated exhibits and riders, completely and exclusively states the entire understanding of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. Except as otherwise specified in the Agreement, the Agreement may be modified only by a document signed by both Parties, and no obligation or duties shall be implied, because such implication would be contrary to the Parties' intention to have their entire agreement expressed in writing.
23. **Agreement Transfer.** The Agreement may not be transferred in whole or in part, by any Party without all other Party's written consent, except where a good faith legal representation is provided stating none of the intended assignee's officers, directors, beneficial owners, Affiliates or employees are known to (i) be on a list of prohibited individuals or entities enacted under economic sanctions, financial sanctions and/or trade sanction laws, applicable executive orders, resolutions or regulations, including sanctions enacted under the Laws of the European Union, Canada, or United States, (ii) be located, organized or resident in a country or territory that is, or whose government is, the target of an embargo or countrywide sanctions (iii) violate any Anti-Money Laundering Laws, (iv) violate any anti-corruption Laws, and no materially adverse condition may reasonably result to the other Party's. In the event of a permitted transfer of the Agreement, references to the assigning Party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.
24. **Severability; Interpretation.** If any provision of the Agreement is found unenforceable or invalid, such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole; provided that each provision that is so found to be unenforceable or invalid because of the amount or size of the burden or benefit shall be automatically reduced to the extent and by such amount such that the burden or benefit becomes enforceable and valid, and, in particular, the amount or size of any such burden or benefit provision found to be so invalid or unenforceable shall be read, notwithstanding any other provision of the Agreement, as if such provision read "to the maximum extent permitted by applicable law". The section headings in this Agreement are only for convenience of reference and are not to be considered in the interpretation of the Agreement's provisions.
25. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, the Agreement and all associated rights are intended for the sole benefit of the Parties and will not imply or create any rights on the part of, or obligations to, any third-party.
26. **Notices.** All notices shall be sent in writing to each Party's address and email address listed in the Agreement, or as subsequently updated by written notice from such Party.

**Glossary.** Capitalized terms not otherwise defined in the Agreement have the following corresponding meanings:

- "Agreement"** means the written agreement between Customer and the SP Entity comprised of these General Terms, the applicable Service Addendum and the applicable Certificate of Acceptance (which agreement is a separate agreement from any other Agreement). For clarity, the Service Addendum controls over these General Terms, and the Certificate of Acceptance controls over the Service Addendum and these General Terms; provided that neither the Usage Rates nor a fixed Assignment Fee schedule may be modified by the Certificate of Acceptance, but only by a Service Addendum amendment, restated Service Addendum or change order signed by both the SP Entity and Customer.
- "Assignment"** means the transfer and acquisition of ownership.
- "Availability"** A charge dependent on the Unit being available for Customer use, excluding scheduled maintenance, where the Unit materially meets the vendor performance criteria. Availability equals cost of Units' associated taxes, permits, reporting and monitoring plus Availability Rate \* # of Availability Units.
- "Availability Rate"** A charge per Availability Unit, as determined in the Service Addendum.
- "Availability Unit"** specifies, as determined in the Service Addendum, what measurement the Availability Rate is pricing for the Unit. Examples are: Hour / Day / Month.
- "Approved Contractor"** means a qualified and licensed contractor identified as an "Approved Contractor" on the Service Addendum. Customer may add an Approved Contractor with the written consent of the SP Entity.
- "Approved MMC Provider(s)"** means a qualified and licensed contractor identified as an "Approved MMC Provider" on the Service Addendum. Customer may add an Approved MMC Provider with the written consent of the SP Entity.
- "Capacity Base"** means the greater of zero or the result of deducting the current month Unit Use from the greater of the Lowest Contemplated Use of Monthly Full Capacity Available (as specified in the Solution Addendum) or 75% of the prior 12 months highest monthly Unit Use.
- "Claim"** means any claim, loss, liability (including negligence, tort and strict liability), damages, penalty, equitable relief, judgment, suit and any legal proceeding, and all costs and expenses incurred or suffered in connection therewith (including reasonable attorneys' fees and expert fees).
- "Connect Fee"** means the non-refundable amount charged to Customer upon Notice to Proceed for Unit(s) to be installed for use.
- "Deferred Catchup"** means the amount of outstanding Deferred USA Payment amounts divided by remaining months of Useful Life as determined by SP unless otherwise specified in the Service Addendum.
- "Dispute Resolution State"** means the State of Arizona unless Customer is a Governmental Entity, in which case the Dispute Resolution State will mean the State of the Location as specified in the Service Addendum.
- "Force Majeure Event"** means any event, circumstance, series of events or set of circumstances beyond the reasonable control of, and caused without the fault or negligence of, the Party claiming "Force Majeure Event," such as acts of terrorism, war, riot, strike, explosion, fire, lightning, earthquake, floods, hurricanes, tropical storms, cyber-attack, natural disaster or the unavailability of electricity, gas or other utility services or suppliers on commercially reasonable terms.
- "Initial Funding Entity"** means source of funds for Unit's Actual Cost incurred prior to Certificate of Completion.
- "General Release"** means that to the extent permitted under applicable federal laws and laws of Venue State, a general release of all claims and liabilities against the SP Entity that is in form and substance satisfactory to the SP Entity (including a waiver of California Civil Code Section 1542 and any similar other law of any jurisdiction, if applicable), which could otherwise, if not waived, limit or adversely affect the effectiveness of a release of unknown or misunderstood claims or causes of action, whether known or unknown, whether absolute, contingent, inchoate or otherwise characterized, and whether liquidated or unliquidated.
- "Governmental Entity"** means any state, county or municipality, or any federal, state, county or local governmental department or agency.
- "Incentive"** means any government sourced and funded: incentive, promotion, credit, or subsidy which the Customer qualifies.
- "Installation"** means the installation of the Units and the Location(s) pursuant to Installation Agreements complying with the terms of this Agreement.
- "Installation Costs"** means the direct third-party out-of-pocket costs of Installation pursuant to Installation Agreements complying with the terms of this Agreement but excludes Customer's internal costs and the SP Entity's costs of purchasing the Units being installed.
- "Law"** means any applicable federal, state, local or other law, rule, regulation, ordinance, zoning requirement or other legal requirement.
- "Lien"** means any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature.
- "Material MMC Cost Increase"** means any increase in an Approved MMC Provider's pricing or rates for performance of the relevant Unit care by more

- than 5% over the lesser of any 12-month period or the time since the last Material MMC Cost Increase.
- “Minor Maintenance / Care”** and **“MMC”** means the performance of warranty services, maintenance, repairs, updates, and replacements with respect to the Unit(s) for purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) restoring Unit(s) to a State of Good Repair, (iii) performing service recommended or necessary to maintain a Unit in good working order, or (iv) other similar purposes.
- “Major Maintenance / Renewal”** and **“MMR”** means a replacement, major overhaul, substitution, or material upgrade of the Unit(s) from time to time, subject to the terms of the Agreement, that is not performed for the purposes of MMC.
- “Notice to Proceed”** means a written and signed notice from Customer and the SP Entity stating that SP Entity funded Unit(s) may occur and that the Installation may begin, subject to the terms of the Agreement, including a restated Service Addendum attached to such notice with the relevant portions completed or updated, as applicable.
- “Operate”** means to use and have stewardship over the Unit(s) and any interdependent systems (a) in accordance with the applicable owner’s manual, manufacturer guidelines or other similar document(s) provided in connection with the systems, (b) in compliance with all Laws relating to possession, operation or use of the Unit(s), and (c) in such a manner so as to ensure Unit(s) (i) remain eligible without exception for the applicable warranties, warranty agreements and insurance coverages, and (ii) stay reliable, safe, and effective.
- “Party”** means Customer or the SP Entity, as applicable, and **“Parties”** means Customer and the SP Entity together.
- “Prompt Payment Act”** means laws that require the timely payment by Government Entities of valid and proper invoices.
- “Qualified Usage”** means any period by which SP Entity’s capital accounts used to fund the Unit decreases due to Unit USA Payments.
- “Related Parties”** means any officer, director, employee, partner, member, manager, contractor, or agent, or any affiliate or other person or entity whose relationship to a Party is such as to create any vicarious, joint or derivative liability or obligation or such as to subject the Party to any claim from such person or entity for equitable or implied indemnity or contribution.
- “Remaining Useful Life”** means the remaining quantity of Useful Life available as determined by a 3<sup>rd</sup> party selected by SP. Upon written notice to the Customer of SP’s elected determination, the Customer shall have 5 business days to veto the determination by providing in writing specific reasons that are reasonably incurable, upon which SP shall obtain a new determination.
- “Renewed Units”** means those Units that are the result of an MMR event.
- “Return Limit”** means the 1 Year US Libor Rate at time of Unit(s) installation plus the amount expressly stated in the Service Agreement Return Limit or 10% when not defined. This value is the maximum SP Entity capital providers may in aggregate receive as a rate of return on Unit(s) Actual Cost as derived from the Unit(s) Usage Fees. Upon a Unit(s) MMR installation event, the SP Entity will adjust the Unit(s) Usage Rates to comply with this limit.
- “Rights Fee”** An upfront fee paid to Customer for SP to receive limited but exclusive usage rights during the Units remaining Useful Life. SP usage right is for full control of Unit(s) access and recipient of associated revenues should Customer be in USA Payment default until cured. In consideration for this fee, Customer will pay the USA Payments defined by the involved Service Addendum(s). Unit(s) with a Rights Fee are subject to all MMR and MMC obligations.
- “SP Suggested”** means recommended monthly reserves SP has estimated to cover possible future MMR and MMC costs.
- “Start Date”** means the date from which Customer’s Notice to Proceed is fully executed.
- “State of Good Repair”** means Title 49 CFR § 625.17, a condition sufficient for the asset to operate reliably, safely and at performance targets specified in Service Agreement and where undefined, from Unit(s) manufacturer specifications.
- “Support Reserves”** means amounts reserved by the SP Entity for the payment of Unit MMC and MMR Costs, increased by the portion of each USA Payment allocated to the Unit MMC Reserve and MMR Reserve (which is determined after the Original Service Addendum is executed and shall be set forth on the Restated Service Addendum attached to the Notice to Proceed) and decreased by the amount of each associated Support Cost paid by the SP Entity.
- “Venue State”** means the State of Arizona unless Customer is a Governmental Entity, in which case the Venue State will mean the State of the Location as specified in the Service Addendum.
- “Robust Multiplier”** means the increase of Service Addendum specified Expected Useful Life due to design, engineering, monitoring, upgrading, updating, environmental, care or usage.
- “Unit’s Actual Cost”** means those cumulative Service Addendum related costs, such as project, service, capital and SP Entity costs or financial obligations, that have not been reimbursed by either Customer or Support Reserves which have been incurred directly or indirectly by SP and the SP Entity. These costs will be reasonably allocated to specific Unit(s) by the SP Entity.
- “Useful Life”** means the Unit(s) quantity of time or usage, as determined by the Estimated Useful Life times the Robust Multiplier, both of which are specified in the Service Addendum, by which Parties agree Unit(s) are capable of being kept in a State of Good Repair given no defaults to Section 8 above.
- “Usage”** means a Units Use multiplied by its Usage Rate as determined in the Service Addendum.
- “Usage Rate”** is the cost of using a Unit per Usage Unit, as determined in the Service Addendum. This cost includes consideration the Customer considers is reasonable and satisfactory to compensate the Customer for Unit(s) being installed on their property for the purpose of generating USA Payments.
- “Usage Unit”** defines what is being measured to determine Unit Use of an individual Unit. Examples are: Hour / Passenger / Gallon / MBTU / kWh / Student Day / Occupancy / Connection / MGD / etc.
- “Unit Use”** is the quantity of Usage Units used plus the quantities’ annual standard deviation when specified in the Service Addendum.

**Exhibit 2**  
**USA Service Addendum**

This Document. This document, Ref # 1, constitutes a "USA Service Addendum" (or "Service Addendum") with respect to that certain Master Utility Service Agreement (the "M-USA") effective as of \_\_\_\_\_ between Sustainability Partners LLC ("SP") and the undersigned Customer and the General Terms and Conditions attached as Exhibit 1 (the "General Terms") to the M-USA.

The Agreement. This Service Addendum expressly incorporates the General Terms and, together with the General Terms, constitutes a standalone binding agreement (referred to as the "Agreement" in the General Terms) between Customer and the undersigned SP Entity, subject to the post-installation completion of certain information to be set forth in the Certificate of Acceptance. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms. The terms of this Service Addendum shall control over any different General Terms.

This Addendum is limited to the repair, maintenance, remodeling, renovation, modernization or construction of an existing facility at the Location and does not involve a change or increase in the size, type or extent of the facility.

**The "LOCATION"**

Location Name:				"Location State":	MS
Address:					
Rights Fee:	Amount:	N/A	Funding Condition:		
Connect Fee:	Amount:	N/A	Billing Condition:		

**The "USA SERVICE"**

Unit "Id #"	Quantity	Description of USA Service Components (the "Units")
*A*	1	

**The Term**

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Mo/Yrs.	M
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\*If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.11

**USA PAYMENT CALCULATION and DEFINITIONS**

"USA Payment"	is the total of Unit(s) * (Usage * Capacity Availability) + MMC/MMR Reserves + Deferred Catchup		
"Capacity"	is Capacity Base * Usage Rate		
Utility Charge or Revenue Share? (U/R)	U	If R, Revenue Source:	

SP Initial Id #	Rights Funding?	Full Capacity / Fee?	Year	How Usage Unit will be Measured	Usage Unit	Usage Rate	Availability		Months RoR	Est. Useful Life	Robust Multiplier
							Unit	Rate			
*A*	Yes	No					N/A	N/A	N/A		

"Expected Use of Full Capacity"	=	%	"Lowest Contemplated Use":	=	%
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**"Price Index"**

USA Payment "% Eligible for Index"	=	20%	Credited to:	MMC
(select one)	=	PPI	<small>U.S. PPI - Commercial machines, equipment &amp; structures (1982=100)</small> Other = 0.00%	

**INSTALLATION MATTERS**

"Installation Limit":	N/A	"Completion Target":	TBD Months	Monthly "Carrying Charge":	0.85%
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**Approved Installation Contractors:** Contracting Party shall be SP Entity or Customer (S/C) §

--	--



Approved MMC Providers: Contracting Party shall be SP Entity or Customer (S/C) 5

	Actual	SP Suggested	OTHER APPLICABLE TERMS			
MMC Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
MMR Reserve	TBD		Per (Month/Year)	M	Starting month # after Install Date	4
Defer USA Payments by:		0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:		N/A	Starting month # for Deferred Catchup:	N/A	Add standard deviation to Unit Use	Yes

Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No					No
MMC Agreement:	Will Customer source and contract for Unit maintenance and renewal services. Yes/No					No
Right of Return	Does Customer have a Right of Return (per Section 14.1 of the General Terms)?					No
Return Limit	10%	If Yes, applies for N/A- months after the USA Start Date				

Customer Unit Replacement: When "Customer Unit Replacement" applies, fill in below:

Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"	Unit Id #	"Replacement Credit"
N/A	\$0	N/A	\$0	N/A	\$0

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Customer:

City of Jackson, Mississippi

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SP Entity:

By: Sustainability Partners Services LLC, its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 3**  
**Notice to Proceed**

#####

Original USA Service Addendum No.: 1

Effective Date: \_\_\_\_\_

Location Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

RE: Notice to Proceed and Restated Service Addendum

The "Customer" and the "SP Entity" identified at the end of this Notice to Proceed are parties to the above referenced USA Service Addendum (the "Original Service Addendum"), incorporating the General Terms and Conditions attached as Exhibit 1 to the Master Utility Service Agreement between Customer and Sustainability Partners LLC (together with the Original Service Addendum, the "Agreement"). Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Agreement.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity's delivery of countersigned copies of this Notice to Proceed and the enclosed USA Service Addendum (the "Restated Service Addendum"):

- (i) Unit(s) identified in the Restated Service Addendum are the Units selected by Customer to be installed at the Location;
- (ii) the contractor(s) identified in the enclosed Restated Service Addendum are the contractor(s) for the Installation;
- (iii) Customer has entered, or will promptly enter, into the Installation Agreement(s) with the contractor(s) for the Installation, with the SP Entity being responsible for payment of Installation Costs in accordance with and subject to the terms of the Agreement;
- (iv) the enclosed Restated Service Addendum restates and supersedes the Original Service Addendum; and
- (v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Agreement.

If you agree, please acknowledge by signing and returning countersigned copies of this Notice to Proceed and the enclosed Restated Service Addendum.

**Customer:**

City of Jackson, Mississippi

Signature: \_\_\_\_\_

Signor Name: \_\_\_\_\_

Signor Title: \_\_\_\_\_

This Notice to Proceed is hereby acknowledged and accepted:

**SP Entity:**

By: Sustainability Partners Services LLC, its Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 4**  
**Certificate of Acceptance**

This Document. This document constitutes a "Certificate of Acceptance" corresponding to that certain USA Service Addendum Ref # \_\_\_\_\_ executed by the undersigned Customer and SP Entity (the "Service Addendum"), which incorporates the General Terms and Conditions attached as Exhibit 1 (the "General Terms") to that certain Master Utility Service Agreement (the "M-USA") effective as of \_\_\_\_\_, between Sustainability Partners LLC ("SP") and the undersigned Customer. This document also constitutes an Exhibit 4 with respect to the M-USA.

The Agreement. This Certificate of Acceptance is part of the written agreement comprised of the corresponding Service Addendum and the General Terms, constituting a standalone binding agreement (referred to as the "Agreement") with respect to the Unit(s) identified on Schedule A below (the "Accepted Units") that solely and exclusively governs the Accepted Units and matters relating thereto. Capitalized terms not defined in this Certificate of Acceptance have the meanings given in the USA Addendum, the General Terms and the M-USA.

USA Addendum No.:	I
Location Name:	
Address:	
Accepted Units:	See <u>Schedule A</u>

Schedule A			Starting Usage % (0%=New)
Unit "Id #"	Quantity	Description of USA Service Components (the "Units")	
*A*	1.		0%

Customer hereby accepts delivery, installation and performance of the Accepted Units comprising a USA Service, and agrees that the Accepted Unit(s) have been fully and properly installed, tested, fully operational and ready for Unit(s) intended use together with relevant personnel having received all the training and documentation necessary for the operation and care of the Unit(s) within manufacture guidelines as of the date set forth below.

Initial "Install Date":  
Effective Date:

Customer hereby confirms and acknowledges that the required insurance has been obtained as of the date set forth below.

Initial "Insurance Date":  
Effective Date:

**Customer:**

City of Jackson, Mississippi

**SP Entity:**

By: Sustainability Partners Services LLC, its Manager

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE REQUEST NUMBER 5 TO THE AGREEMENT WITH MYTHICS, INC., WHICH PROVIDES THE SOLUTION THAT ELIMINATES THE USE OF THE MUELLER METER DATA MANAGEMENT SYSTEM (CITYWIDE)**

**WHEREAS**, in December 2020, the City entered into Change Request 3 with Mythics, Inc., whose principal business address is Town Center of Virginia Beach, 4525 Main Street, Suite 1500, Virginia Beach, Virginia 23462, to provide the services and the software licenses necessary to upgrade CC&B version 2.5 to C2M version 2.7 as a change request to the agreement to migrate CC&B to Oracle Cloud Infrastructure for a cost not to exceed \$8,656,196.65; and

**WHEREAS**, the implementation plan for the upgrade from CC&B to C2M contemplated assistance from Mueller in migrating clean data for billing from the Mueller meter data management system to C2M; and

**WHEREAS**, the existing contract with Mueller only requires Mueller to provide two years of the City's data within thirty (30) of termination of the agreement with Mueller and does not require Mueller to cooperate in migrating data from the Mueller meter data management system to C2M; and

**WHEREAS**, Mueller refused to cooperate with Mythics, Inc. and the City in migrating and confirming the accuracy of the City's data; and

**WHEREAS**, Mythics, Inc. has presented the City and the City's Project Manager, The Preo Group LLC with a plan to migrate data which involves reading data from manual reads and the Mueller AMI meters directly into CC&B for a period of time, thereby bypassing Mueller's meter data management system and ensuring the accuracy of the data collected; and

**WHEREAS**, the implementation of the migration from CC&B to C2M without the use of the Mueller meter data management system requires significant redesign of the plan and the creation of an interim stage in the migration that involves Automatic Meter Reading (AMR) and manual meter reads performed by another subcontractor UMS; and

**WHEREAS**, the redesign of the migration from CC&B to C2M is \$1,046,109.05; and

**WHEREAS**, the Water-Sewer Business Administration division and the City's Project Manager, The Preo Group recommends that the City authorize this change request in order to continue forward with the upgrade to the City's Utility Billing System.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Request Number 5 to the agreement with Mythics, Inc., which will provide for the redesign of the migration from CC&B to C2M and extend the project timeline through May 2023 in an amount not to exceed \$1,046,109.05.

Agenda Item #12  
Agenda Date September 14, 2021  
(WRIGHT, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 8, 2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE REQUEST NUMBER 5 TO THE AGREEMENT WITH MYTHICS, INC., WHICH PROVIDES THE SOLUTION THAT ELIMINATES THE USE OF THE MUELLER METER DATA MANAGEMENT SYSTEM (CITYWIDE)</b>																																													
2.	<b>Public Policy Initiative</b> 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	5., 6., and 7.																																													
3.	<b>Who will be affected</b>	Water-Sewer Utility Customers																																													
4.	<b>Benefits</b>	Will provide re-design of migration from CC&B to C2M caused by the refusal of Mueller to cooperate with the City and Mythics																																													
5.	<b>Schedule (beginning date)</b>	October 1, 2021																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> ▪ <b>Consultant</b>	At the recommendation of Mythics and the Preo Group																																													
8.	<b>COST</b>	Not to exceed \$1,046,109.05																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Sustainability Partners, LLC will provide funding that will be paid to SP as part of the metering service agreement																																													
10.	<b>EBO participation</b>	<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	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



## WATER-SEWER BUSINESS ADMINISTRATION

### MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Carla Dazet, Deputy Director

**Date:** September 8, 2021

**Subject:** Agenda Item for City Council Meeting

Attached is an order authorizing you to execute Change Request Number 5 to the Agreement with Mythics, Inc. The original agreement with Mythics, Inc. was for the purpose of moving the City's utility billing system, CC&B, from City's servers that were unstable, at their end-of-life, and at risk of a catastrophic failure. Under the original agreement, Mythics, Inc. migrated CC&B to an Oracle cloud infrastructure environment. Change Request Number 2 provided for additional storage space within the Oracle cloud infrastructure. Change Request Number 3 was for the purpose of upgrading CC&B to C2M as part of the Meter Stabilization/Remediation Project being managed by The Preo Group, LLC.

Mueller's refusal to cooperate in the utility billing system upgrade has required Mythics to re-calibrate their approach to the upgrade, which necessitates this Change Request Number 5. The Preo Group, as the City's project manager, negotiated the terms and cost of the change request to the Mythics agreement that reflects their required additional work.

The new upgrade approach will now consist of three stages to progress from the upgrade to C2M to full AMI capabilities. This phased approach is designed in such a way that each element of the AMI system from the C2M utility billing software through a completely built out AMI will be tested incrementally, to ensure that each element is working properly and properly integrated with the other elements. This method is intended to avoid the issue that arose with the implementation method used under the Siemens project, which involved an attempt to bring multiple elements live simultaneously.

Stage-1 (Interim State) is deploying C2M by converting and expanding CCB functionality from a Customer Information System (CIS) only implementation to include Meter Data Management (MDM) functionality. This stage is also deploying DSS to include new and improved features for collecting meter data and driving revenue recognition. The Mueller Systems AMI head-end has been removed from the solution and replaced by an AMR-like integration to digest manual readings from the AMI Subcontractor.

The Stage-1 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-1 cutover is projected to go-live with C2M and DSS in October 2021. The deployment of C2M begins the Interim State and is projected to occur from October 2021 to February 2022. This Interim State allows for the AMI Subcontractor to ramp-up and

procure/provision the new Kamstrup AMI assets in preparation for a Pilot release deployed in Stage-2 (Hybrid Stage). Stage-1 cutover assumes all Mueller meters are operating and maintained “as is” and includes a manual integration for meter-reads coming from the AMI Subcontractor.

The C2M SOM solution will not integrate with AMI Subcontractor as the WSBA Field Office will continue to perform field operations throughout Stage-1.

Stage-2 (Hybrid State) will deploy C2M’s Advanced Meter Solutions (AMS) to integrate with READY, the new Kamstrup hosted (i.e. SaaS) AMI head-end. This stage will consist of a limited deployment (aka Pilot) of new AMI assets that will integrate with the Production C2M system. This stage is focused on Commercial & Industrial (C&I) meter replacements, with a small allotment used for ad-hoc Residential meter exchanges. The C2M AMS design will handle both AMR (manual Mueller reads) and AMI (Pilot READY meters) integrations and processes. The Hybrid State has a large impact to WSBA business operations and requires expanded training and testing scope. C2M AMS must be fully integrated with READY and validated through System Integration Testing (SIT) and User Acceptance Testing (UAT) prior to Stage-2 cutover.

The Stage-2 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-2 cutover is projected to go-live with C2M AMS in February 2022. The 2nd deployment of C2M begins the Hybrid State and is projected to occur from February 2022 to May 2022. This Hybrid State allows for the ramp-up of the READY assets by the AMI Subcontractor in a Pilot release to validate the AMI replacement approach prior to final AMI replacement design. Stage-2 cutover assumes most Mueller meters are operating and maintained “as is” with manual reads still being performed by AMI Subcontractor. This stage also includes a minority of Kamstrup meters (Pilot) operating through READY and maintained by AMI Subcontractor. The Pilot may expand into additional Mass Meter Exchanges after Stage-2 cutover without impact to C2M. The C2M SOM solution will integrate with AMI Subcontractor and deploy new business processes for the WSBA Field Office to manage the hybrid AMR (old meters) and AMI (new meters) during this Stage.

Stage-3 (Future State) will modify C2M’s Advanced Meter Solutions (AMS) to integrate with READY, the new Kamstrup hosted (i.e. SaaS) AMI head-end as the system of record for meters. This stage will consist of a phased deployment (aka Mass Meter Replacement) of new AMI assets that will integrate with C2M. The C2M AMS design will continue to handle both AMR (manual Mueller reads) and AMI (READY meters) integrations and processes but align processes with future end state removal of Mueller. The Future State will have an additional impact to WSBA business operations and requires expanded training and testing scope.

The Stage-3 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-3 cutover is projected to go-live with C2M AMS in May 2022. The 3rd deployment of C2M begins the Future State and is projected to last up to (12) twelve months with the final Mueller meters being replaced by May 2023. This Future State release will complete all system readiness for Mass Meter Replacement and a full READY integration. Stage-3 cutover assumes Mueller meters needing maintenance will be exchanged with Kamstrup meters and brought online by AMI Subcontractor. This stage will complete the C2M AMS and SOM expansion. While Stage-2 Hypercare support will manage READY fallout through Pilot break/fixes, Stage-3 will

Hon. Chokwe A. Lumumba, Mayor  
September 8, 2021  
Page 3

focus on operational fallout due to moving forward with Mass Meter Exchanges and end-state processes.

The C2M AMS & SOM solutions will integrate with AMI Subcontractor and deploy new business processes for the WSBA Field Office to manage the Future (end) State. Team Mythics assumes field operations will be outsourced and will provide training and testing to any resources deemed appropriate. This stage includes (2) months of Hypercare Support following cutover in May 2022, marking the end of Stage 3 and the Phase-2 project as a whole in July 2022.

Change Request Number 5 is included for your information.

Please let me know if you have 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  
2/8/15  
2015

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE REQUEST NUMBER 5 TO THE AGREEMENT WITH MYTHICS, INC., WHICH PROVIDES THE SOLUTION THAT ELIMINATES THE USE OF THE MUELLER METER DATA MANAGEMENT SYSTEM (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
MONICA D. ALLEN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE

## Change Request Form

Change Request Form (CRF) Number: 005

<p><b>Customer Name:</b> City of Jackson, Mississippi</p> <p><b>Date:</b> 13-August-2021</p> <p><b>Phase/Process:</b> Phase-2: Mueller replacement for the C2M and DSS Upgrade Project</p> <p><b>Terms:</b> Mythics is submitting this change order in accordance with the fully executed SOW #102051 titled "Oracle Customer Care &amp; Billing Migration to Oracle Cloud Infrastructure", dated 4/5/2019 and fully executed on 6/5/2019 by and between Mythics and City of Jackson. In the event of any conflict between the terms of this change order and any other terms and conditions made a part of this order, including standard purchase order terms, the terms outlined herein shall govern.</p> <p><b>Priority:</b> High</p>	<p><b>Customer Request?</b> Yes</p> <p><b>Requested by (Customer):</b> Carla Dazet; cdazet@jacksonms.gov</p> <p><b>Prepared by:</b> Chris Quinn; cquinn@mythics.com</p>
<p><b>Reason for Change:</b>  The City of Jackson has determined that they would like to remove Mueller Systems, Inc, from the scope of the C2M and DSS upgrade project. As a replacement to Muller Systems, the City has contracted with Sustainability Partners (SP) and Utility Metering Solutions (UMS) to provide manual meter reads and the installation of new Kamstrup water meters and associated AMI. This change requests details the scope of these changes and re-baselines the timeline and cost of the C2M and DSS upgrade project.</p> <p><b>1.0 Modification to Change Request 003 (Phase-2 C2M, AMS, and DSS Upgrades) dated 13 November 2020:</b>  Over an additional (17) seventeen-week period added to the timeline, the Mythics Team will utilize their Oracle Utilities subject matter experts to re-design the City's previously approved WSBA Customer-to-Meter (C2M) Application Architecture to account for the removal of the Mueller Systems' Advanced Meter Infrastructure (AMI) currently supporting the City's legacy Customer Care &amp; Billing (CCB) system. In addition to re-designing the C2M and Digital Self Service (DSS) solution, the Mythics Team will work with the City's new AMI contractors to deploy a replacement strategy extending across (3) three project states: Interim (Stage-1), Hybrid (Stage-2), and Future (Stage-3). See Section 1.2 for more details on project states and cutover stages.</p> <p>The decision to remove the current AMI vendor (Mueller) from the project scope has an impact on the approved design, configuration, and development of the new C2M system. The Subcontractor will re-design the system to handle an Interim State (Stage-1 cutover), where C2M will affectively operate as an Automatic Meter Reading (AMR) system accepting manual reads from the City's meter reading vendor. The system will be designed to handle both AMR and AMI in a multi-year roadmap for replacing the old AMI (Mueller) with the new AMI (Kamstrup).</p> <p><b>1.1 Scope Impact</b>  <b>1.1.1 Application Architecture Re-design</b></p> <p>Converting the City's Oracle Utilities from CCB to C2M is a complex task due to the introduction of the "M-side" of Oracle Utilities representing Meter Data that is integrated to/from the AMI head-end systems. The City approved design was built to align with the City's current Mueller AMI head-end. The City's decision to remove the Mueller AMI from the C2M design severely impacts the configuration, integration, and business processes</p>	



already deployed as part of the Stage-1 development. The Mythics Team will extend the project timeline to account for this change and align with the new AMI roadmap (detailed in Section 1.2).

The new C2M architecture will be updated to handle both AMR and AMI meter readings that will ramp-up from manual (AMR) to automated (AMI) scalar reads throughout the multi-year roadmap to replace Mueller meters and infrastructure. The Mythics Team will work closely with the new AMI Prime (Sustainability Partners) and AMI Subcontractor (Utility Metering Solutions) to align design and deployment of the updated C2M Application Architecture, including but not limited to system integrations.

#### **1.1.2 Business Operations & Process Re-design**

Removing Mueller's Mi.Host head-end from scope has a direct impact on business processes. The current WSBA business processes include operational aspects of soft-connects, soft-disconnects, and meter/device alerts. The Mythics Team will work with WSBA resources and AMI Subcontractor to assess the operational impact and create a solution that allows the business offices to mature to a new process model and take advantage of core C2M functionality. Where appropriate, the solution will include integration and/or automation of data processes to decrease WSBA operations.

The Interim and Hybrid stages of the project (see Section 1.2) assumes that WSBA resources will be performing field maintenance for the Mueller meters not included in the limited Pilot meter replacement allotment. The Mythics Team will work with WSBA and AMI Subcontractor to deploy a solution that aligns with WSBA's re-organization.

#### **1.1.3 Advanced Meter Solutions Re-design**

The new application architecture will include a transition from AMR to AMI over the (3) three planned cutover stages. The removal of Mueller AMI from the project scope has an impact on C2M's Advanced Meter Solutions (AMS). The new design will include changes to Pre-billing Determinants (i.e. multiplication factors), Validate, Edit, and Estimating (VEE) rules, Service Order Management (SOM), Asset Lifecycle Management (ALM), and Analytics.

#### **1.1.4 Work and Asset Management Re-design**

Enabling C2M's AMS (i.e. "M-side") requires cataloging of meter assets (meter/badge ids) and states. The AMS functionality is limited and does not include enterprise-level Work and Asset Management (WAM) features. The City will lease the assets from AMI Prime, and are assumed to be stored in a third party's WAM that will need to integrate asset/device information and states with C2M. Team Mythics will design a solution that leverages C2M's Asset and Service Order Management functionality. The solution will include integration with a third-party to initiate and retire assets/devices within C2M.

Field Operations will be performed by WSBA resources until Stage-3 cutover in May 2022. During this time, C2M will provide Service Orders for field operations not included in the Kamstrump Pilot AMI scope for meter installations, exchanges, or removals. In Stage 3, the Mythics Team will design a solution that can transition from in-house WSBA work orders to a fully integrated solution that can publish and subscribe to third-party work orders (i.e. AMI Subcontractor).

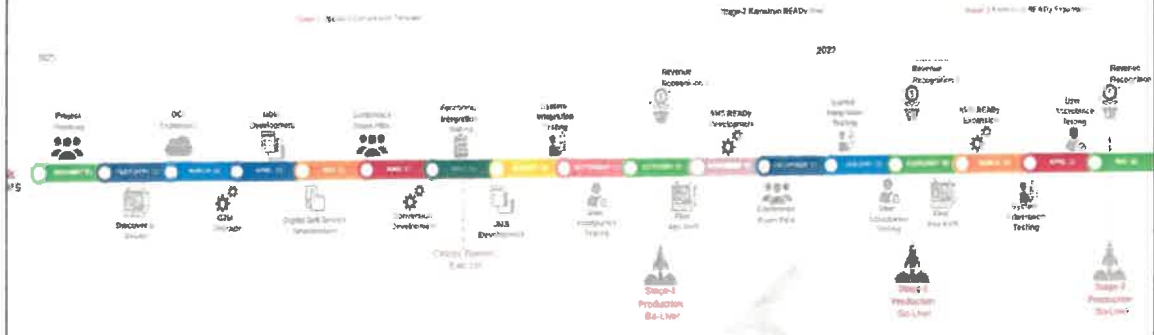
#### **1.1.5 Planning, Training, Testing, and Cutover Re-design**

The revised timeline requires the Mythics Team to conduct additional planning sessions to update and re-baseline the project schedule for Stage 1, Stage 2, and Stage 3. The Mythics Team will identify the necessary tasks and dependencies required for successful execution of the project. This includes conducting additional testing to validate system changes, as well as holding additional training sessions with CoJ SMEs to ensure updated business process are understood and familiar to the CoJ staff prior to go-live.



## 1.2 Schedule Impact

The scope changes outlined in Section 1.1 have a project timeline impact of (17) seventeen additional weeks to align with the City's overall roadmap. Team Mythics has aligned our resources to the new Phase-2 timeline (figure 3.1) to accommodate the new solutions defined within the above scope.



### 3.1 – Phase-2 (all stages): Updated Timeline

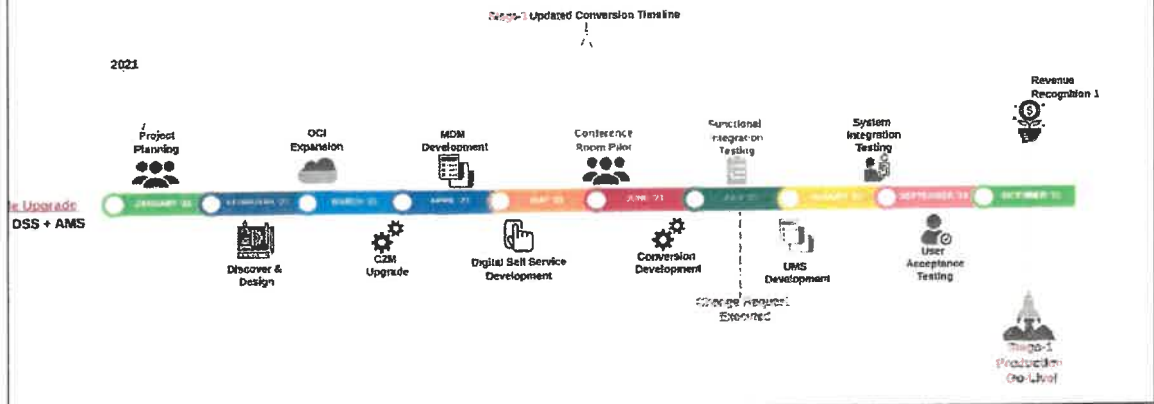
The Phase-2 project will still have (3) three Production Cutovers identified as Stage-1, Stage-2, and Stage-3. These stages align with the WSBA re-organization and the City's roadmap. The Cutover Stages align with the new AMI Stages as follows:

#### 1.2.1 Stage -1 (Interim State)

Stage-1 (Interim State) is deploying C2M by converting and expanding CCB functionality from a Customer Information System (CIS) only implementation to include Meter Data Management (MDM) functionality. This stage is also deploying DSS to include new and improved features for collecting meter data and driving revenue recognition. The Mueller Systems AMI head-end has been removed from the solution and replaced by an AMR-like integration to digest manual readings from the AMI Subcontractor.

The Stage-1 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-1 cutover is projected to go-live with C2M and DSS in October 2021. The deployment of C2M begins the Interim State and is projected to occur from October 2021 to February 2022. This Interim State allows for the AMI Subcontractor to ramp-up and procure/provision the new Kamstrup AMI assets in preparation for a Pilot release deployed in Stage-2 (Hybrid Stage). Stage-1 cutover assumes all Mueller meters are operating and maintained "as is" and includes a manual integration for meter-reads coming from the AMI Subcontractor.

The C2M SOM solution will not integrate with AMI Subcontractor as the WSBA Field Office will continue to perform field operations throughout Stage-1.



### 3.2 – Stage-1: Updated Timeline

#### 1.2.2 Stage - 2 (Hybrid State)

Stage-2 (Hybrid State) will deploy C2M's Advanced Meter Solutions (AMS) to integrate with READY, the new Kamstrup hosted (i.e. SaaS) AMI head-end. This stage will consist of a limited deployment (aka Pilot) of new AMI assets that will integrate with the Production C2M system. This stage is focused on Commercial & Industrial (C&I) meter replacements, with a small allotment used for ad-hoc Residential meter exchanges. The C2M AMS design will handle both AMR (manual Mueller reads) and AMI (Pilot READY meters) integrations and processes. The Hybrid State has a large impact to WSBA business operations and requires expanded training and testing scope. C2M AMS must be fully integrated with READY and validated through System Integration Testing (SIT) and User Acceptance Testing (UAT) prior to Stage-2 cutover.

The Stage-2 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-2 cutover is projected to go-live with C2M AMS in February 2022. The 2nd deployment of C2M begins the Hybrid State and is projected to occur from February 2022 to May 2022. This Hybrid State allows for the ramp-up of the READY assets by the AMI Subcontractor in a Pilot release to validate the AMI replacement approach prior to final AMI replacement design. Stage-2 cutover assumes most Mueller meters are operating and maintained "as is" with manual reads still being performed by AMI Subcontractor. This stage also includes a minority of Kamstrup meters (Pilot) operating through READY and maintained by AMI Subcontractor. The Pilot may expand into additional Mass Meter Exchanges after Stage-2 cutover without impact to C2M. The C2M SOM solution will integrate with AMI Subcontractor and deploy new business processes for the WSBA Field Office to manage the hybrid AMR (old meters) and AMI (new meters) during this Stage.

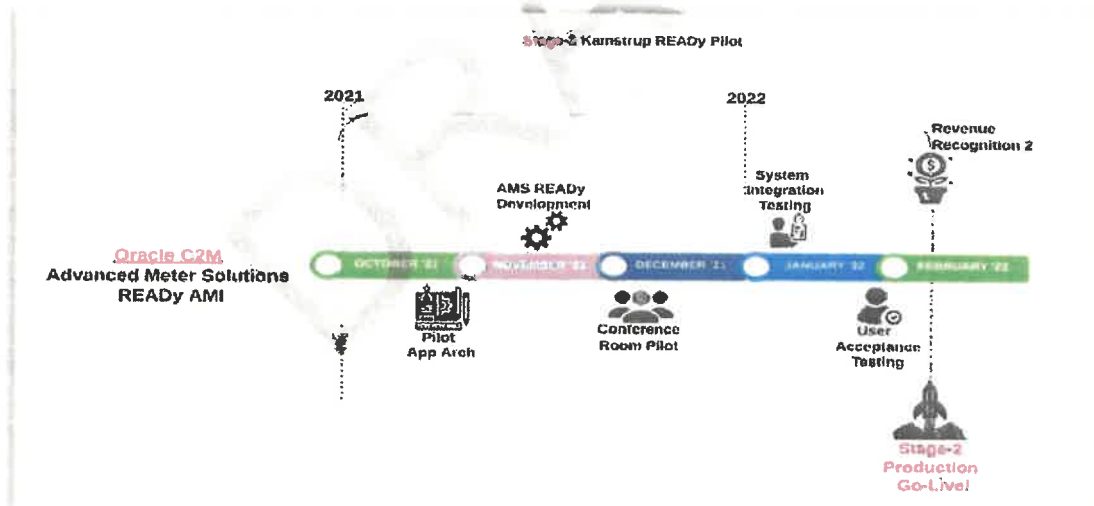


figure 3.3 – Stage-2: Change Request Updated Timeline

#### 1.2.3 Stage-3 (Future State)

Stage-3 (Future State) will modify C2M's Advanced Meter Solutions (AMS) to integrate with READY, the new Kamstrup hosted (i.e. SaaS) AMI head-end as the system of record for meters. This stage will consist of a phased deployment (aka Mass Meter Replacement) of new AMI assets that will integrate with C2M. The C2M AMS design will continue to handle both AMR (manual Mueller reads) and AMI (READY meters) integrations and processes but align processes with future end state removal of Mueller. The Future State will have an additional impact to WSBA business operations and requires expanded training and testing scope.

The Stage-3 timeline has been updated to include the re-design of the solution to accommodate the new scope identified within this change request. Stage-3 cutover is projected to go-live with C2M AMS in May 2022. The 3rd deployment of C2M begins the Future State and is projected to last up to (12) twelve months with the final Mueller meters being replaced by May 2023. This Future State release will complete all system readiness for Mass Meter Replacement and a full READy integration. Stage-3 cutover assumes Mueller meters needing maintenance will be exchanged with Kamstrup meters and brought online by AMI Subcontractor. This stage will complete the C2M AMS and SOM expansion. While Stage-2 Hypercare support will manage READy fallout through Pilot break/fixes, Stage-3 will focus on operational fallout due to moving forward with Mass Meter Exchanges and end-state processes.

The C2M AMS & SOM solutions will integrate with AMI Subcontractor and deploy new business processes for the WSBA Field Office to manage the Future (end) State. Team Mythics assumes field operations will be outsourced and will provide training and testing to any resources deemed appropriate. This stage includes (2) months of Hypercare Support following cutover in May 2022, marking the end of Stage 3 and the Phase-2 project as a whole in July 2022.

#### Operational Change Management:

- Multiple sales and marketing campaigns can be configured in the system to make the enrollment process into programs like payment arrangements, crisis assistance, budget billing easy for a CSR.
- Campaigns can be customized in C2M to support the DSS Contact us functionality. These campaigns will drive down call center & CSR interaction for: billing questions and field maintenance requests.
- A new custom report can be developed to report whenever there is a high bill amount for a residential customer with a threshold that is set by the business requirement.
- Once the C2M System is stabilized, C2M System can interface with a third-party vendor to develop a custom process for credit and collections that is not active in the current system.
- COJ can choose to charge a late payment fee to the customers that are on a special payment program or the high value commercial customers.
- Deploy Mass Asset Disposition for moving many assets of the same type from one location to another location. In a mass disposition task, the target is always a single asset location. For example, if a pallet of meters has been received in the receiving asset location, mass disposition can be used to move this batch of assets to a storage asset location or an out of service location.
- A new custom batch process can be developed for creating mass adjustments for all the Customers that were billed incorrectly.
- As part of the BIP Implementation, up to 12 custom reports can be developed. Examples of potential reports are:
  - Finance & Regulatory
  - Revenue per ledger and by customer class
  - New accounts with stranded status
  - Mass meter exchange

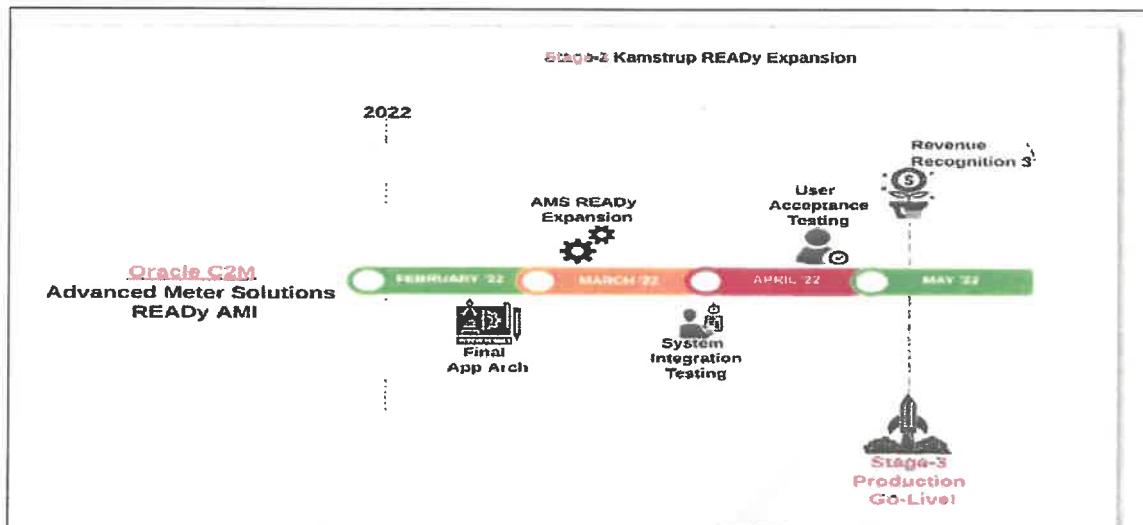


figure 3.4 – Stage-3: Updated Timeline

#### **1.2.4 Post Go-Live Hypercare Support (All Stages)**

At the conclusion of a successful go-live for each stage, Hypercare support will begin and will follow the below schedule. During Hypercare Support, no new requirements or features will be implemented. Mythics will support issue identification and remediation only. Enhancements will require a Change Request. Change Requests may require a (30) thirty-day runway prior to additional resources being added to the effort.

- Stage 1 Hypercare Support: Begins after Stage 1 go-live and runs for a period of 5 (five) months.
  - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for the services delivered during Stage 1.
- Stage 2 Hypercare Support: Begins after Stage 2 go-live and runs for a period of 3 (three) months.
  - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for the services delivered during Stage 1 and 2.
- Stage 3 Hypercare Support: Begins after Stage 3 go-live and runs for a period of 2 (two) months.
  - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for Stage 1 and Stage 2 services, as well as the additional rollout of the new AMI deployed prior to Stage-3 cutover. Application support is Not-To-Exceed (NTE) 504 (five-hundred and four) hours per month. Support does not include break-fix for systems and services delivered during Stage 1 or Stage 2.

#### **OCI Infrastructure OnDemand Services**

In addition to our technology stack monitoring service, Mythics will deliver monthly OnDemand support services for the OCI environment supporting the services delivered in Stages 1, 2, and 3. As alerts, incidents, events, problem management or triage requirements surface, the COJ team can evaluate and either address internally or decide to leverage Mythics' OnDemand support to remediate and address. OnDemand hours are limited to 60 hours per month. The City of Jackson will access the Mythics infrastructure specialists through the Service Desk / Portal.

#### **1.3 Assumptions**

The following assumptions have been identified by as being impactful to this change request. Any changes to these assumptions or timeline may result in changes to the scope, schedule, and cost of the project, necessitating a change request.

- General
  - Changes to the roadmap timeline (as presented in Section 1.2) may incur additional costs and the need for additional change requests.
  - Team Mythics is dependent on the City's 3<sup>rd</sup> party vendors participating in the joint design, development, testing, and delivery of new interfaces and integrations. The City will ensure 3<sup>rd</sup> party vendors adhere to the agreed upon project schedule and task completion timelines. Mythics will not be held accountable for external 3<sup>rd</sup> party vendor delays. Project delays caused by external vendors may necessitate a change request.
  - The current CCB Production system will incur a production freeze from new development on September 1, 2021 and will continue to stay frozen until the cutover of the new C2M system to prevent any new requirements or scope that could impact the project timeline.
  - Support for the current CCB Production system is out of scope for this change request. Any extension of the current CCB production managed services support will be handled in a separate change request.
  - Operational Device Management (ODM) functionality, to automate remote meter device operations (i.e. start/stop), is removed from scope due to asset selection criteria.
  - Interval meter read data is out of scope.
  - Development of a C2M interface with credit agencies like Equifax or Experian is out of scope.
  - Development of a daily GL extract file is out of scope.
- Stage-1: C2M Cutover
  - Field Activities will continue to operate as they are now in the current production CCB system with Service Orders printed within WSBA.
  - Field Activities, excluding manual meter reads, will be performed by WSBA resources.
  - Manual Meter Reads will be performed by AMI Subcontractor.
  - AMI Subcontractor will manually read all meters in the field and interface this data to C2M.
  - All manual meter reads will be interfaced to/from C2M via bulk load flat-files (i.e., csv).
  - No data will be interfaced from Mueller Systems AMI (Mi.Host or Mi.Net) to C2M.
  - AMI Subcontractor will work directly with Team Mythics to design and test the creation of manual reads interface file(s).
  - The Billing Cycles (a.k.a., Meter Cycles, Ledgers, Routes) will not change.
  - Meter Multipliers (meter size) are being applied to the manual meter read file by AMI Subcontractor.
  - C2M will not integrate with Kamstrup AMI (READY) during this stage.
  - All Installed Meters will be loaded into C2M as assets, but not tracked as enterprise (capitalized and amortized) assets throughout the lifecycle.
  - The manual read design must be completed by 6 August 2021 to ensure an October production cutover for Stage 1.
- Stage-2: Kamstrup AMI Initial Deployment (aka Pilot)
  - C2M will receive AMR manual reads for all Mueller meters from AMI Subcontractor.
  - No more than 5 Billing Cycles (i.e. ledgers/sequences) will change as part of the initial deployment of Kamstrup READY and Meter exchange in Stage 2. Changing Billing Dates does not constitute a Billing Cycle change.
  - The Pilot will focus the majority of meter exchanges from Mueller to Kamstrup on Commercial & Industrial accounts.
  - C2M will receive AMI integrated reads for all Kamstrup meters from the READY head end.
  - Team Mythics will have direct access to the READY head end hosted by Kamstrup (SaaS product).
  - AMI data interfacing from READY to C2M will be Scalar (subtractive month over month).
  - Field Activities will be split between WSBA and AMI Subcontractor.
  - AMI Prime or AMI Subcontractor have an enterprise Asset Lifecycle Management system.
  - C2M will interface with AMI Prime and/or AMI Subcontractor for Work and Asset Management.



- AMI Prime or AMI Subcontractor will produce monthly Finance Asset Reports detailing the meters that are Installed and Removed month-over-month.
- AMI Subcontractor will exchange Mueller meters with Kamstrup meters only in the pilot routes.
- WSBA will continue to perform meter maintenance in the field not covered by the pilot routes.
- Kamstrup Meter Multipliers are being handled by READY; never by C2M.
- Kamstrup meters will not have capability for Remote Operations (i.e., system turn on/off).
- Kamstrup meters will not have Automatic Leak Detection (city or customer side).
- Stage-3: Kamstrup AMI Expanded Deployment
  - The AMR reads will decrease, and the AMI reads will increase post-pilot validation.
  - The full AMI network (repeaters/collectors) has been deployed and tested prior to Stage-3 cutover.
  - WSBA will not be performing any Field Activities; all maintenance will be outsourced.

#### 1.4 Financial Impact

- The cost impact of the proposed scope and schedule changes is \$1,046,109.05. The below milestone payment schedule replaces the payment schedule included in Change Request 003 (Phase-2 C2M, AMS, and DSS Upgrades) dated 13 November 2020.

#	Milestone	Period of Performance	Work Completed	Deliverables	Price
<b>Stage 1: C2M/DSS Launch</b>					
S1.1	Completion of Planning Phase (Stage-1)	-	Yes	Project schedule, communication plan, and architecture	\$519,769.63
S1.2	Discover & Design (Stage-1)	-	Yes	OCI & OUA as designed and as built documentation	\$519,769.63
S1.3	OCI Expansion & C2M Installation	-	Yes	Network, VMS, DBS, Migration Instances	\$259,884.82
S1.4	Customer-to-Meter Training (CRP)	Kickoff + 22 weeks	Yes	C2M Conference Room Pilot Begins	\$1,039,539.27
S1.5	Digital Self-Service Training (CRP)	Kickoff + 24 weeks	Yes	DSS Conference Room Pilot Begins	\$259,884.82
S1.6	Completion of Re-Planning and Re-Design - Mueller Systems Removal	Kickoff + 30 weeks	-	Updated Project Plan, C2M & DSS as designed and as built documentation	\$409,934.76
S1.7	System Integration Testing (SIT)	Kickoff + 33 weeks	-	Beginning of SIT for C2M & DSS	\$519,769.63
S1.8	User Acceptance Testing (UAT)	Kickoff + 36 weeks	-	Beginning of UAT for C2M & DSS	\$519,769.63
S1.9	Completion of C2M/DSS Cutover	Kickoff + 38 weeks	-	Stage-1 Production closeout report	\$259,884.82
S1.10	Hypercare Support - Stage-1 (Month 1)	Kickoff + 42 weeks	-	Break/fix for Stage-1 requirements only	\$47,439.20
S1.11	Hypercare Support - Stage-1 (Month 2)	Kickoff + 46 weeks	-	Break/fix for Stage-1 requirements only	\$47,439.20

S1.12	Hypercare Support - Stage-1 (Month 3)	Kickoff + 50 weeks	-	Break/fix for Stage-1 requirements only	\$47,439.20
S1.13	Hypercare Support - Stage-1 (Month 4)	Kickoff + 54 weeks	-	Break/fix for Stage-1 requirements only	\$47,439.20
S1.14	Hypercare Support - Stage-1 (Month 5)	Kickoff + 56 weeks	-	Break/fix for Stage-1 requirements only	\$47,439.20
<b>Stage 2: Kamstrup READY Pilot Launch</b>					
S2.1	Completion of planning Phase (Stage-2)	Kickoff + 40 weeks	-	Business Requirements Delivered	\$230,882.81
S2.2	Updated Application & Enterprise Architectures	Kickoff + 44 weeks	-	AMI Architecture & Business System Processes delivered	\$114,834.39
S2.3	Advanced Meter Solutions (AMS) Service Orchestration CRP	Kickoff + 47 weeks	-	C2M AMS-SOM Conference Room Pilot Begins	\$519,769.63
S2.4	Completion of SIT - New AMI (Kamstrup READY)	Kickoff + 47 weeks	-	AMS System Integration Testing (SIT) Completes	\$519,769.63
S2.5	User Acceptance Testing	Kickoff + 52 weeks	-	Beginning of UAT for C2M AMS	\$519,769.63
S2.6	Completion of READY Cutover	Kickoff + 56 weeks	-	Stage-2 Production closeout report	\$519,769.63
S2.7	Hypercare Support - Stages 1 & 2 (Month 1)	Kickoff + 59 weeks	-	Break/fix for Stage-1 & Stage-2 requirements only	\$47,439.20
S2.8	Hypercare Support - Stages 1 & 2 (Month 2)	Kickoff + 63 weeks	-	Break/fix for Stage-1 & Stage-2 requirements only	\$47,439.20
S2.9	Hypercare Support - Stages 1 & 2 (Month 3)	Kickoff + 67 weeks	-	Break/fix for Stage-1 & Stage-2 requirements only	\$47,439.20
<b>Stage 3: Kamstrup READY Extended Launch</b>					
S3.1	Completion of planning Phase (Stage-3)	Kickoff + 54 weeks	-	Business Requirements Delivered	\$81,238.10
S3.2	Updated Application & Enterprise Architectures	Kickoff + 57 weeks	-	Final Architecture & Business System Processes Delivered	\$161,621.00
S3.3	User Acceptance Testing	Kickoff + 64 weeks	-	Beginning of UAT for C2M AMS Expansion	\$259,884.82
S3.4	Completion of READY Expansion Cutover	Kickoff + 67 weeks	-	Stage-3 Production closeout report	\$259,884.82
S3.5	Hypercare Support – Stage 1, 2, and 3	Kickoff + 71 weeks	-	Break/fix for Stage 1, 2, and 3 requirements	\$47,439.20
S3.6	Hypercare Support – Stage 1, 2, and 3	Kickoff + 75 weeks	-	Break/fix for Stage 1, 2, and 3 requirements	\$47,439.20

	Travel & Expense	Estimated 25 Trips	-	N/A	\$75,000.00
	<b>Total Cost:</b>				<b>\$8,045,023.47</b>

**Notice:** Mythics has made every reasonable attempt to ensure that the information contained within this Change Request is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

**Recommendation Acknowledged by:** City of Jackson acknowledges and agrees that the above pricing and other terms set forth in this change request be valid for thirty (30) days from the date set forth above. The offer of pricing and other terms set forth in this change request shall become effective and binding upon the execution of both parties.

\_\_\_\_\_ (Customer) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Mythics) \_\_\_\_\_ (Date)

DRAFT



**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY 2021-2022 CHILD AND ADULT CARE FOOD PROGRAM PROCURMENT PLAN INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDHOOD DEVELOPMENT CENTERS.**

OFFICE OF THE ATTORNEY GENERAL  
Karl L. Lyles  
9/14/2021

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) provides early childhood development services to children at two (2) centers; and

**WHEREAS**, breakfast, lunch, and a snack are provided as meals for the children enrolled at the City of Jackson, Mississippi’s Early Childhood Development Centers (“ECDC”); and

**WHEREAS**, Mississippi Department of Education Office of Child Nutrition reimburses eligible entities for meals provided to children and adults in accordance with its Child and Adult Care Food Program; and

**WHEREAS**, the City of Jackson is eligible to receive reimbursement for the meals provided to the children enrolled in its ECDC; and

**WHEREAS**, an agreement with the Mississippi Department of Education and the designation of an alternate person to sign correspondence and claims is required for participation and the reimbursement of funds for the year commencing October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, it is in the best interest of the City of Jackson to authorize the Mayor to execute the agreement with the Mississippi Department of Education and designate the Director of the Department of Human and Cultural Services as the alternate person to sign correspondence and claims.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the agreement with the Mississippi Department of Education for the City of Jackson, Mississippi’s participation in the Child and Adult Care Food Program for the year commencing October 1, 2021 and ending September 30, 2022.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute any and all documents required by the Mississippi Department of Education for participation in the Child and Adult Care Food Program.

**IT IS FURTHER ORDERED** that the Mayor shall be authorized to execute any and all documents required by the Mississippi Department of Education to secure reimbursement and insure the City’s participation in the Child and Adult Care Food Program.

**IT IS FINALLY ORDERED** that the Director of the Department of Human and Cultural Services is hereby designated as the alternate person to execute correspondence and claims for the Child and Adult Food Program for the year commencing October 1, 2021 and ending September 30, 2022.

Agenda Item #13  
Agenda Date September 14, 2021  
(KIDD, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**


DATE: August 19, 2021

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY 2021-2022 CHILD AND ADULT CARE FOOD PROGRAM PROCUREMENT PLAN INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDHOOD DEVELOPMENT CENTERS.</b>																																								
2.	<b>PURPOSE</b>	To serve all children enrolled in the City of Jackson Early Childhood Development Program; Breakfast, lunch and various snacks.																																								
3.	<b>Who will be affected</b>	Over two-hundred children (Westside & Jones).																																								
4.	<b>Benefits</b>	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no cost to parents.																																								
5.	<b>Schedule (beginning date)</b>	After Approval.																																								
6.	<b>Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable</b>	Citywide.																																								
6.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>o Mayor's Office</li> <li>o City Department</li> <li>o Consultant</li> </ul>	Department of Human & Cultural Services, Early Childhood Development Division (Program)																																								
8.	<b>COST</b>	-0-																																								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>o General Fund</li> <li>o Enterprise</li> <li>o Grant</li> <li>o Bond</li> <li>Other</li> </ul>	Reimbursement Grant through Ms. Department of Education Child/Adult Nutrition Program.  Account Numbers: # 081-59851-6227 & 081-59872-6227																																								
10.	<b>EBO participation</b>	<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> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </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																																			
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NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			



## Memorandum

To: The Honorable Chokwe A. Lumumba  
Mayor, City of Jackson

From: Dr. Adriane Dorsey-Kidd   
Department of Human & Cultural Services

Date: August 19, 2021

Re: **ORDER AUTHORIZING THE MAYOR TO EXECUTE 2021-2022 CHILD AND ADULT CARE FOOD PROGRAM PROCUREMENT PLAN INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDREN DEVELOPMENT CENTERS.**

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All procurement of food, supplies, goods, and other services with program funds by organizations must comply with procurement standards in order to continue receiving reimbursements from the Child and Adult Food Program.

The grant from the MS. Department of Education providing funding for breakfast, lunch, and snacks to children enrolled in the City of Jackson, Early Childhood Development Child Care Centers (Jones & Westside).

Should you have any questions, please feel free to contact Lender Monson at (601) 960-0347 or 601-540-2160.

Thank you,

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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY 2021-2022 CHILD AND ADULT CARE FOOD PROGRAM PROCUREMENT PLANE INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDHOOD DEVELOPMENT CENTERS is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Kristen Love, *Deputy City Attorney* KL



DATE

OFFICE OF THE CITY ATTORNEY  
8/24/2021

JFK  
Kidd  
9/15/2021  
Lumumba

The Mayor and the City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City") took up for consideration the matter of providing financing for certain capital improvements of the City and, after a discussion of the subject matter, Council Member \_\_\_\_\_ offered and moved the adoption of the following resolution:

**RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 3, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.**

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Heretofore, on August 3, 2021, the Governing Body adopted a resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) TO RAISE MONEY FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**" (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "Bank") in a total aggregate principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

Agenda Item #14  
Agenda Date September 14, 2021  
(KIDD, LUMUMBA)

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Clarion Ledger Star*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before September 14, 2021, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspapers on August 19, 2021, August 26, 2021, September 2, 2021 and September 9, 2021 as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 10:00 o'clock a.m. on September 14, 2021, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "**City Clerk**") in her office located in City Hall.

4. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 14, 2021, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 14, 2021 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**") and other applicable laws of the State of Mississippi, to issue such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$5,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after September 14, 2021.

6. The amount of the general obligation bonds, general obligation bond and/or loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:**

**SECTION 1.** That the Governing Body is now authorized and empowered by the Act to (a) issue general obligation bonds (the "**Bonds**"), in one or more series, pursuant to the City Bond Act, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank (the "**City Bond**") pursuant to the Act, and/or (c) enter into a loan with the Bank to borrow money from the Bank, all in the maximum aggregate principal amount of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), as described in the Intent Resolution, for the purpose set forth therein, including, but not limited to erecting municipal buildings and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same and for other authorized purposes in connection with erecting said municipal buildings including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways

and public parking facilities, and purchasing land therefor and for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing (all together the "**Project**").

**SECTION 2.** The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds or the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds or the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds or the City Bond. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

**SECTION 3.** The Bonds and/or the City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder Intentionally Left Blank]

Council Member \_\_\_\_\_ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

**COUNCIL MEMBER**

**YEA**

**NAY**

Ashby Foote

Angelique C. Lee

Kenneth I. Stokes

Brian C. Grizzell

Vernon Hartley

Aaron Banks

Virgi Lindsay

The President of the Council then declared the resolution passes and adopted this the 14th day of September 2021.

**APPROVED BY:**

\_\_\_\_\_  
**PRESIDENT OF THE CITY COUNCIL**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**(SEAL)**



**EXHIBIT A**  
**PROOF OF PUBLICATION**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Sept 3, 2021**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
<b>1.</b>	<b>Brief Description</b>	RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 3, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.
<b>2.</b>	<b>Public Policy Initiative</b> 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, 5, 7
<b>3.</b>	<b>Who will be affected</b>	Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated Planetarium.
<b>4.</b>	<b>Benefits</b>	Providing funds for the professional design services and the construction costs for the renovation of the Planetarium (and new atrium). Providing funds for the replacement of the Arts Center HVAC elements – which will also feed the newly renovated Planetarium. Providing additional support to cover the first year’s interest payment and other payments needs, as Finance and Human/Cultural Services sees fit.
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon execution of agreement, the funds will be transferred to the City of Jackson.
<b>6.</b>	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 7  Yes

7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Human and Cultural Services																																								
8.	<b>COST</b>	Not to exceed \$5,500,000.00																																								
9.	<b>Source of Funding</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input checked="" type="checkbox"/> Other	Bond or Loan																																								
10.	<b>EBO participation</b>	<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> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</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> </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																																			


Department of Human & Cultural Services



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Adriane Dorsey-Kidd   
Department of Human and Cultural Services

**Date:** September 3, 2021

**Subject:** Resolution of No Protest for City Council Meeting

Attached you will find a *resolution of no protest* for the resolution of intent for the City of Jackson to either issue general obligation bonds or enter into a loan with the Mississippi Development Bank in the amount not to exceed \$5.5 million to pay for funds for the professional design services and the construction costs for the renovation of the Planetarium (and new atrium), funds for the replacement of the Arts Center HVAC elements – which will also feed the newly renovated Planetarium, and additional financial support to cover the first year's interest payment and other payments needs, as Finance and Human/Cultural Services sees fit.

Please free to contact LaaWanda Horton, Sharon Jones, or David Lewis with any questions or clarifications you may have.

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 RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 3, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN is legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, City Attorney

Kristen Love, Deputy City Attorney KL

9-8-2021  
DATE



Kidd  
9/14/2021

**ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES  
AND EVENTS AT THALIA MARA HALL**

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) and Thalia Mara Hall are committed to bringing and attracting a diverse offering of live entertainment; and

**WHEREAS**, the City Council has authorized the Mayor to sign contracts prior to Council approval in order to protect the process of contracts with promoters and complete them in a timely manner; and

**WHEREAS**, the all attached contracts have been executed by the Mayor, and contracts are used in a standard format for all events; and

**WHEREAS**, the deposits have been paid for the event by the promoter, and need City Council ratification; and

**WHEREAS**, the following contracts are for:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
Disney Jr.	Ardenland	December 12, 2019
MS Bar Admission	Mississippi Bar Association	September 26, 2019
A Christmas Carol	Ballet Magnificat	December 2019
Match Day Ceremony	UMMC	March 19, 2021
Ron White	Ardenland	January 16, 2020
Charles Evers Memorial	The Evers Family	August 8, 2020
2020 – 2021 Season	Mississippi Symphony	2020 – 2021
The Nutcracker	Ballet Mississippi	December 2020
Black Man’s Truth	Troublefield Entertainment	April 23, 2022
Planning Ceremony	UMMC	May 26, 2021
John Crist	Outback Presents	November 19, 2021
Calvin Richardson	By God’s Grace	February 19, 2022
David and Tamela Mann	By God’s Grace	October 2, 2021
LOL Surprise	Ardenland	October 12, 2021
Russian Swan Lake	Voice Art Group	March 10, 2022

**IT IS HEREBY ORDERED** that the included contracts, and the Mayor’s execution of the same are ratified by the City Council for the following: Ardenland, Ballet Magnificat, UMMC, The Evers Family, Mississippi Symphony, Ballet Mississippi, Troublefield Entertainment, Outback Presents, By God’s Grace, Voice Art Group.

Agenda Item #15  
Agenda Date September 14, 2021  
(KIDD, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**


9/1/21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	Ratifies the contracts signed by the Mayor for events at Thalia Mara Hall.					
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Economic Development and Quality of Life					
3.	<b>Who will be affected</b>	The City of Jackson					
4.	<b>Benefits</b>	The final step in the contract process for Thalia Mara Hall.					
5.	<b>Schedule (beginning date)</b>						
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$0					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>						
10.	<b>EBO participation</b>	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



## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:**  Adriane Dorsey-Kidd, Director  
Department of Human and Cultural Services

**DATE:** September 1, 2021

**SUBJECT:** Ratification of Thalia Mara Hall Contracts

This order ratifies the contracts that have been signed by the Mayor for events at Thalia Mara Hall. They are for the following entities/events:

<u>Event</u>	<u>Entity</u>	<u>Event Date</u>
Disney Jr.	Ardenland	December 12, 2019
MS Bar Admission	Mississippi Bar Association	September 26, 2019
A Christmas Carol	Ballet Magnificat	December 2019
Match Day Ceremony	UMMC	March 19, 2021
Ron White	Ardenland	January 16, 2020
Charles Evers Memorial 2020 – 2021 Season	The Evers Family Mississippi Symphony	August 8, 2020 2020 – 2021
The Nutcracker	Ballet Mississippi	December 2020
Black Man's Truth Planning Ceremony	Troublefield Entertainment UMMC	April 23, 2022 May 26, 2021
John Crist	Outback Presents	November 19, 2021
Calvin Richardson	By God's Grace	February 19, 2022
David and Tamela Mann	By God's Grace	October 2, 2021
LOL Surprise	Ardenland	October 12, 2021
Russian Swan Lake	Voice Art Group	March 10, 2022

AK/jdl

Enclosures

Office of the City Attorney

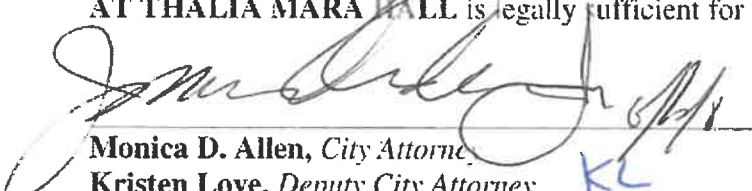
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1796

FILED  
OFFICE OF THE CITY ATTORNEY  
9/8/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING THE CONTRACTS FOR PERFORMANCES AND EVENTS AT THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney  
Kristen Love, Deputy City Attorney KL

9-8-2021  
DATE

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

**RENTAL CONTRACT**

This lease, made and entered this 17th day of July, 2019, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**  
 Contact Person: **Arden Barnett**  
 Address: **2906 N State Street Suite 207  
 Jackson, MS 39216**  
 Phone No.: **(601) 292-7121**  
[ardenland@me.com](mailto:ardenland@me.com)

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of:

**Disney Junior Holiday Party On Tour!**

Dates and times of occupancy:

Date: **December 12, 2019**  
 Commencing at: **6:00 p.m.**  
 Terminating at: **10:00 p.m.**

(Describe Purpose in Detail)

<b>12/12/19</b>	<b>Performance Concessions</b>	<b>6:00 p.m. – 10:00 p.m.</b>	<b>1200.00</b>
			<u><b>50.00</b></u>
			<b>1250.00</b>

and for no other purpose whatsoever without the express written consent of the LESSOR

IT IS MUTUALLY AGREED between the parties as follows:

**1. RENTAL**

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1250.00** for the use of lease space or **10%** of the gross admission receipts from the event (federal, state, and local applicable taxes are deducted) whichever is greater. (With a cap at \$3,000.00)

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

LESSEE agrees to pay \$500.00 as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

**\$750.00** no later than **November 27, 2019**, and

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

**One thousand two hundred fifty dollars (\$1250.00) to be paid as follows: By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of five hundred dollars (\$500.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and seven hundred fifty dollars (\$750.00) on or before one o'clock P.M. on 27th day of November, 2019.**

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

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

**3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE may make additional requests within a reasonable time according to the nature of the request subject to the discretion and approval of LESSOR. The approved request(s) will be the sole expense of LESSEE.

**4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ just admission tickets for each performance where the premises are open to the public or trade during the term of this lease.

**5. COMPLIANCE WITH LAWS**

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

**6. ACCEPTANCE OF SAID PREMISES**

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

**7. VACANCY**

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

**8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

**9. CONTROL OF PREMISES**

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

**10. UTILITIES**

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

**11. USE OF PREMISES**

To the fullest extent permitted by law, the LESSEE will indemnify and hold LESSOR, their officers, representatives, agents, and employees from and against any and all claims, suites, liens, judgments, damages, losses and expenses, including legal fees, court costs and liability arising in whole or in part or in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, representatives, agents, and employees or subcontractors in connection with the use or occupancy of the facilities and premises hereinabove described as the Jackson Municipal Auditorium whether such use is authorized or not. LESSEE shall pay for any and all damage to the property of LESSOR, or loss and theft of such property.

**12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE'S taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, property.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM are named as additional insureds.

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

**13. CONCESSIONS**

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

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

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**16. FORCE MAJEUR**

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LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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LESSEE reserves the right to eject from the premises any person or persons deemed by the LESSEE to be objectionable, and upon exercise of this right by LESSEE, LESSEE waives any and all claims for damages against LESSOR.

**22. SUBSTITUTION OF PERSONALITIES**

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

**23. INFLAMMABLE LIQUIDS, ETC.**

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LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

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LESSEE shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of the State of Mississippi and the City of Jackson laws and ordinances.

**25. DAMAGE TO PROPERTY**

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

**26. POSTING OF ADVERTISING**

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

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

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**30. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**31. IMPROPER LODGING**

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purposes.

**32. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**33. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

**34. CONTROL OF FUNDS AND RECEIPTS**

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

**35. EXCULPATORY CLAUSE**

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



premises by LESSEE, LESSOR and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

36. VENUE

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

37. MATTERS NOT COVERED

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Jackson Municipal Auditorium Manager and the LESSEE has signed the same in triplicate the day and year first written above.

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR

BY:



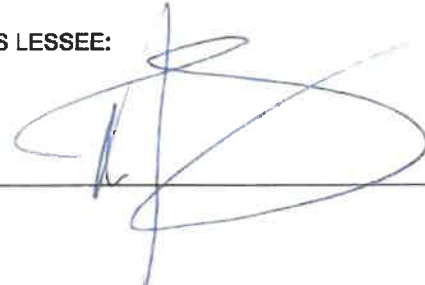
THALIA MARA HALL MANAGER  
255 E. Pascagoula Street  
Jackson, MS 39201  
(601) 960-1537

TCM 1/28/2020  
DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:



\_\_\_\_\_ DATE

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

**RENTAL CONTRACT**

This lease, made and entered this 21st day of August, 2019, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

**Firm Name:** Mississippi Bar Association  
**Contact Person:** Rene Garner  
**Address:** 643 N. State Street  
Jackson, MS 39202  
**Phone No.:** (601) 355-9226  
[rgarner@msbar.org](mailto:rgarner@msbar.org)

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascahoula and South West Streets in the City of Jackson for the purpose of:

**Mississippi Bar Admission Ceremony**

Dates and times of occupancy:

**Date:** September 26, 2019  
**Commencing at:** 1:00 p.m.  
**Terminating at:** 5:00 p.m.

(Describe Purpose in Detail)

9/26/19	Registration Performance	1:00 p.m. – 2:30 p.m. 3:00 p.m. – 5:00 p.m.	700.00
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and for no other purpose whatsoever without the express written consent of the LESSOR

IT IS MUTUALLY AGREED between the parties as follows:

**1. RENTAL**

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of \$700.00 for the use of lease space or 0% of the gross admission receipts from the event (federal, state, and local applicable taxes are deducted) whichever is greater. (With a cap at \$3,000.00)

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

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

\$550.00 no later than September 12, 2019, and

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

Seven hundred dollars (\$700.00) to be paid as follows: By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of one hundred fifty dollars (\$150.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and five hundred fifty dollars (\$550.00) on or before one o'clock P.M. on 12th day of September, 2019.

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

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

**3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE may make additional requests within a reasonable time according to the nature of the request subject to the discretion and approval of LESSOR. The approved request(s) will be the sole expense of LESSEE.

**4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ just admission tickets for each performance where the premises are open to the public or trade during the term of this lease.

**5. COMPLIANCE WITH LAWS**

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

**6. ACCEPTANCE OF SAID PREMISES**

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

**7. VACANCY**

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

**8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

**9. CONTROL OF PREMISES**

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

**10. UTILITIES**

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

**11. USE OF PREMISES**

To the fullest extent permitted by law, the LESSEE will indemnify and hold LESSOR, their officers, representatives, agents, and employees from and against any and all claims, suites, liens, judgments, damages, losses and expenses, including legal fees, court costs and liability arising in whole or in part or in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, representatives, agents, and employees or subcontractors in connection with the use or occupancy of the facilities and premises hereinabove described as the Jackson Municipal Auditorium whether such use is authorized or not. LESSEE shall pay for any and all damage to the property of LESSOR, or loss and theft of such property.

**12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE'S taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, property.

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#### **30. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

#### **31. IMPROPER LODGING**

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purposes.

#### **32. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

#### **33. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

#### **34. CONTROL OF FUNDS AND RECEIPTS**

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

#### **35. EXCULPATORY CLAUSE**

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

premises by LESSEE, LESSOR and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

36. VENUE

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

37. MATTERS NOT COVERED

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Jackson Municipal Auditorium Manager and the LESSEE has signed the same in triplicate the day and year first written above.

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR

BY:

  
THALIA MARA HALL MANAGER *THA* 7/6/2021  
255 E. Pascagoula Street DATE  
Jackson, MS 39201  
(601) 960-1537

WITNESS:

AS LESSEE:

  
8-21-19  
DATE



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

**RENTAL CONTRACT**

This lease, made and entered this 11th day of September, 2019, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ballet Magnificat**  
 Contact Person: **Brenda Holden**  
 Address: **5406 I-55 North  
Jackson, MS 39211**  
 Phone No.: **(601) 977-1001**

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of:

**A Christmas Carol: The Ballet**

Dates and times of occupancy:

Date: **December 18 – 22, 2019**  
 Commencing at: **9:00 a.m.**  
 Terminating at: **6:00 p.m.**

(Describe Purpose in Detail)

<b>12/18/19</b>	<b>Load In</b>	<b>9:00 a.m. – 6:00 p.m.</b>	
<b>12/19/19</b>	<b>Tech</b>	<b>9:00 a.m. – 6:00 p.m.</b>	
<b>12/20/19</b>	<b>Tech</b>	<b>9:00 a.m. – 5:00 p.m.</b>	
<b>12/20/19</b>	<b>Rehearsal</b>	<b>5:00 p.m. – 9:00 p.m.</b>	<b>200.00</b>
<b>12/21/19</b>	<b>Performance</b>	<b>2:00 p.m. – 6:00 p.m.</b>	<b>700.00</b>
<b>12/22/19</b>	<b>Performance</b>	<b>2:00 p.m. – 6:00 p.m.</b>	<b>700.00</b>
	<b>Concessions for two performances</b>		<b><u>100.00</u></b>
			<b>1700.00</b>

and for no other purpose whatsoever without the express written consent of the LESSOR

IT IS MUTUALLY AGREED between the parties as follows:

**1. RENTAL**

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of \$1700.00 for the use of lease space or 0% of the gross admission receipts from the event (federal, state, and local applicable taxes are deducted) whichever is greater. (With a cap at \$3,000.00)

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

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

**\$1550.00 no later than December 6, 2019, and**

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

**One thousand seven hundred dollars (\$1700.00) to be paid as follows: By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of one hundred fifty dollars (\$150.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and one thousand five hundred fifty dollars (\$1550.00) on or before one o'clock P.M. on 6th day of December, 2019.**

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

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

**3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE may make additional requests within a reasonable time according to the nature of the request subject to the discretion and approval of LESSOR. The approved request(s) will be the sole expense of LESSEE.

**4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ just admission tickets for each performance where the premises are open to the public or trade during the term of this lease.

**5. COMPLIANCE WITH LAWS**

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

**6. ACCEPTANCE OF SAID PREMISES**

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

**7. VACANCY**

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

**8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

#### 9. CONTROL OF PREMISES

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

#### 10. UTILITIES

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

#### 11. USE OF PREMISES

To the fullest extent permitted by law, the LESSEE will indemnify and hold LESSOR, their officers, representatives, agents, and employees from and against any and all claims, suites, liens, judgments, damages, losses and expenses, including legal fees, court costs and liability arising in whole or in part or in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, representatives, agents, and employees or subcontractors in connection with the use or occupancy of the facilities and premises hereinabove described as the Jackson Municipal Auditorium whether such use is authorized or not. LESSEE shall pay for any and all damage to the property of LESSOR, or loss and theft of such property.

#### 12. INSURANCE

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE'S taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, property.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM are named as additional insureds.

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

#### 13. CONCESSIONS

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

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

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM are named as additional insured.

#### 14. HAZARDS

LESSEE shall not do or permit any act or conduct which would in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### 15. DISASTERS

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

**16. FORCE MAJEUR**

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

**17. TICKET SALES AND ADMISSION FEES**

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

**18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

**20. OBJECTIONAL PERFORMANCES (A)**

LESSEE agrees that no performance, exhibition or activity of any kind whatsoever shall be given, held, displayed or permitted to exist or continue on the premises which shall be objected to by LESSOR with notice to the LESSEE. LESSOR shall have the right to cause such performance, exhibition, entertainment or activity to be immediately terminated without liability to LESSOR for such termination.

**21. OBJECTIONAL PERFORMANCES (B)**

LESSEE reserves the right to eject from the premises any person or persons deemed by the LESSEE to be objectionable, and upon exercise of this right by LESSEE, LESSEE waives any and all claims for damages against LESSOR.

**22. SUBSTITUTION OF PERSONALITIES**

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

**23. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**24. ALCOHOLIC BEVERAGES**

LESSEE shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of the State of Mississippi and the City of Jackson laws and ordinances.

**25. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any

portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE and said LESSEE agrees to have on hand at all times sufficient trained security personnel to maintain order and to protect persons and property.

#### **26. POSTING OF ADVERTISING**

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

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

#### **27. CUSTODY OF ARTICLES LEFT ON PREMISES**

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

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

#### **28. RADIO AND TELEVISION RIGHTS**

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

#### **29. PUBLIC ADDRESS ANNOUNCEMENTS**

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

#### **30. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

#### **31. IMPROPER LODGING**

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purposes.

#### **32. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

#### **33. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

#### **34. CONTROL OF FUNDS AND RECEIPTS**

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

#### **35. EXCULPATORY CLAUSE**

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of said premises under this Rental Contract. Loss, injury, or damage to person or property, including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or lack of function thereof or otherwise. LESSEE assumes all risk of

damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S exhibitors, contestants, performers, or those contracting with LESSEE, as well as agents, employees, patrons, guests, or any person admitted to the premises thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during, or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

36. VENUE

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

37. MATTERS NOT COVERED

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Jackson Municipal Auditorium Manager and the LESSEE has signed the same in triplicate the day and year first written above.

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR

BY:

THALIA MARA HALL MANAGER  
255 E. Pascagoula Street  
Jackson, MS 39201  
(601) 960-1537

7/16/2021  
DATE

WITNESS:

AS LESSEE:

Elizabeth DuLan

Ann Beaver 9/24/19  
DATE

Ann Beaver  
Dir of Personnel + Operations  
Ballet Magnificat

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

**USE CONTRACT**

This use agreement , made and entered this 12th day March of , 2021, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LICENSOR, and:

Firm Name: University of Mississippi Medical Center

Contact Person: Lucy Varela-Quintero

Address: 2500 N. State Street SM001  
Jackson, MS 39216

Phone No.: (601) 984-5006

Email: [lvarelaquintero@umc.edu](mailto:lvarelaquintero@umc.edu)

hereinafter called the LICENSEE:

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

Date and times of occupancy:

Date: March 19, 2021

Commencing at: 11:00 a.m.

Terminating at: 3:00 p.m.

(Describe Purpose in Detail)

**3/19/21 Performance 11:00 a.m. – 3:00 p.m. 700.00**

and for no other purpose whatsoever without the express written consent of the LICENSOR

IT IS MUTUALLY AGREED between the parties as follows:

**1. USAGE**

LICENSOR HEREBY AGREES to use the above named facilities at the base usage rate of \$700.00 for the use of the space or 0% of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

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

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

\$550.00 no later than March 5, 2021, and

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

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

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

Seven hundred dollars (\$700.00) to be paid as follows: By Company Check, a deposit of one hundred fifty dollars (\$150.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and five hundred fifty dollars (\$550.00) on or before one o'clock P.M. of March 5, 2021;

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

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

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

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

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

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

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

**3. SUBSEQUENT REQUESTS BY LICENSEE**

LICENSEE, over the signature solely of such authorized officer as executes this use agreement on behalf of, LICENSEE may make additional requests within a reasonable time according to the nature of the request subject to the discretion and approval of LICENSOR. The approved request(s) will be the sole expense of LICENSEE.

**4. COMPLIMENTARY TICKETS**

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

**5. COMPLIANCE WITH LAWS**

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



such violation on the part of the LICENSEE, or of any person employed by or admitted to said premises by said LICENSEE, such LICENSEE will immediately desist from and correct such violation or be subject to the applicable penalties for such violation.

**6. ACCEPTANCE OF SAID PREMISES**

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

**7. VACANCY**

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

**8. USE OF REMAINDER OF PREMISES**

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

**9. CONTROL OF PREMISES**

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

**10. UTILITIES**

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

**11. USE OF PREMISES**

To the fullest extent permitted by law, the LICENSEE will indemnify and hold LICENSOR, their officers, representatives, agents, and employees from and against any and all claims, suites, liens, judgments, damages, losses and expenses, including legal fees, court costs and liability arising in whole or in part or in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, representatives, agents, and employees or subcontractors in connection with the use or occupancy of the facilities and premises hereinabove described as the Jackson Municipal Auditorium whether such use is authorized or not. LICENSEE shall pay for any and all damage to the property of LICENSOR, or loss and theft of such property.

**12. INSURANCE**

LICENSEE is self-insured.

LICENSEE must provide to LICENSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

**13. CONCESSIONS**

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

LICENSEE shall not provide, furnish or arrange for food and/or beverages except as permitted by LICENSOR and then only in strict accordance with the catering policies of LICENSOR, LICENSEE shall not sell or dispense any food, drink, tobacco, or other article without the prior consent of LICENSOR. LICENSEE must provide Certificate of Insurance at least ten (10) days prior to the date of the as a condition precedent of the leasing of the above described facilities and premises and to the LICENSEE'S taking possession of said premises and facilities. LICENSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and

Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Usage Contract with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, property.

**HAZARDS**

LICENSEE shall not do or permit any act or conduct which would in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LICENSOR'S control or which would cause injury or annoy such other tenants in any manner.

**15. DISASTERS**

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

**16. FORCE MAJEUR**

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

**17. TICKET SALES AND ADMISSION FEES**

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

**18. CANCELLATION**

Should LICENSEE desire to cancel this Use Contract, all deposit monies shall become the sole property of LICENSOR. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses incurred by LICENSOR on behalf of LICENSEE for such cancellation.

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

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

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

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

**SUBSTITUTION OF PERSONALITIES**

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

**23. INFLAMMABLE LIQUIDS, ETC.**

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

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

**24. ALCOHOLIC BEVERAGES**

LICENSEE shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of the State of Mississippi and the City of Jackson laws and ordinances.

**25. DAMAGE TO PROPERTY**

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

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

**26. POSTING OF ADVERTISING**

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

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

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

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

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

**28. RADIO AND TELEVISION RIGHTS**

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

**29. PUBLIC ADDRESS ANNOUNCEMENTS**

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

**30. ATTORNEY'S FEES**

To the extent authorized by applicable state law, LICENSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LICENSOR in collecting or attempting to collect any use fee or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Usage Contract.

**31. EXITING VENUE**

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

**32. ASSIGNMENT OF RIGHTS**

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

**33. WAIVER OF CLAIMS**

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

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

**34. CONTROL OF FUNDS AND RECEIPTS**

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

**35. EXCULPATORY CLAUSE**

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

**36. VENUE**

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

**37. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LICENSOR, the City of Jackson, has caused these present to be signed by its Jackson Municipal Auditorium Manager and the LICENSEE has signed the same in triplicate the day and year first written above.

**1. COVID-19 PANDEMIC PROVISIONS**

The LICENSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LICENSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI

AS LICENSOR

BY: 

Mayor Chokwe Anfar Lumumba

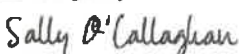
3/11/2021

DATE

WITNESS:


AS LICENSEE:

DocuSigned by:



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DocuSigned by:



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3/12/2021

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this 14th day of October, 2019, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**  
 Contact Person: **Arden Barnett**  
 Address: **2906 N State Street Suite 207  
 Jackson, MS 39216**  
 Phone No.: **(601) 292-7121**  
**ardenland@me.com**

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of:

**Ron White**

Dates and times of occupancy:

Date: **January 16, 2020**  
 Commencing at: **7:30 p.m.**  
 Terminating at: **11:30 p.m.**

(Describe Purpose in Detail)

<b>1/16/20</b>	<b>Performance Concessions</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b>1200.00</b>
			<b><u>50.00</u></b>
			<b>1250.00</b>

and for no other purpose whatsoever without the express written consent of the LESSOR

IT IS MUTUALLY AGREED between the parties as follows:

**1. RENTAL**

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of \$1250.00 for the use of lease space or 10% of the gross admission receipts from the event (federal, state, and local applicable taxes are deducted) whichever is greater. (With a cap at \$3,000.00)

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

LESSEE agrees to pay \$500.00 as the deposit along with the return of the signed agreement, and further agrees to additional payments as follows:

\$750.00 no later than January 2, 2020, and

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

**One thousand two hundred fifty dollars (\$1250.00) to be paid as follows: By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of five hundred dollars (\$500.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and seven hundred fifty dollars (\$750.00) on or before one o'clock P.M. on 2nd day of January, 2020.**

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

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

**3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE may make additional requests within a reasonable time according to the nature of the request subject to the discretion and approval of LESSOR. The approved request(s) will be the sole expense of LESSEE.

**4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ just admission tickets for each performance where the premises are open to the public or trade during the term of this lease.

**5. COMPLIANCE WITH LAWS**

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

**6. ACCEPTANCE OF SAID PREMISES**

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

**7. VACANCY**

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

**8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

**9. CONTROL OF PREMISES**

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

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

**11. USE OF PREMISES**

To the fullest extent permitted by law, the LESSEE will indemnify and hold LESSOR, their officers, representatives, agents, and employees from and against any and all claims, suites, liens, judgments, damages, losses and expenses, including legal fees, court costs and liability arising in whole or in part or in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, representatives, agents, and employees or subcontractors in connection with the use or occupancy of the facilities and premises hereinabove described as the Jackson Municipal Auditorium whether such use is authorized or not. LESSEE shall pay for any and all damage to the property of LESSOR, or loss and theft of such property.

**12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE'S taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, property.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and JACKSON MUNICIPAL AUDITORIUM are named as additional insureds.

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

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

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

**20. OBJECTIONAL PERFORMANCES (A)**

LESSEE agrees that no performance, exhibition or activity of any kind whatsoever shall be given, held, displayed or permitted to exist or continue on the premises which shall be objected to by LESSOR with notice to the LESSEE. LESSOR shall have the right to cause such performance, exhibition, entertainment or activity to be immediately terminated without liability to LESSOR for such termination.

**21. OBJECTIONAL PERFORMANCES (B)**

LESSEE reserves the right to eject from the premises any person or persons deemed by the LESSEE to be objectionable, and upon exercise of this right by LESSEE, LESSEE waives any and all claims for damages against LESSOR.

**22. SUBSTITUTION OF PERSONALITIES**

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

**23. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**24. ALCOHOLIC BEVERAGES**

LESSEE shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of the State of Mississippi and the City of Jackson laws and ordinances.

**25. DAMAGE TO PROPERTY**

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

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



**26. POSTING OF ADVERTISING**

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

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

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

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

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

**28. RADIO AND TELEVISION RIGHTS**

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

**29. PUBLIC ADDRESS ANNOUNCEMENTS**

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

**30. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**31. IMPROPER LODGING**

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purposes.

**32. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**33. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

**34. CONTROL OF FUNDS AND RECEIPTS**

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

**35. EXCULPATORY CLAUSE**

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

premises by LESSEE, LESSOR and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

**36. VENUE**

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

**37. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Jackson Municipal Auditorium Manager and the LESSEE has signed the same in triplicate the day and year first written above.

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR

BY:



12/5/2019

THALIA MARA HALL MANAGER  
255 E. Pascagoula Street  
Jackson, MS 39201  
(601) 960-1537

TCH

DATE

WITNESS:

AS LESSEE:

Arden Barnett

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **6th** day of **August, 2020**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **The Evers Family**  
Contact Person: **Carolyn Cockrell**  
Address: **P.O. Box 9506  
Jackson, MS 39286**  
Phone No.: **(601) 918-1381**  
Email: [cecockrell66@gmail.com](mailto:cecockrell66@gmail.com)

hereinafter called the LESSEE:

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

**Memorial Service for Charles Evers**

Date and times of occupancy:

Date: **August 8, 2020**  
Commencing at: **11:00 a.m.**  
Terminating at: **3:00 p.m.**

(Describe Purpose in Detail)

**8/8/20                      Performance                      11:00 a.m. - 3:00 p.m.                      1200.00**

**Only the contract amount of 1200.00 is waived by City of Jackson.  
Others costs such as stage costs, security, insurance, etc. still apply.**

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1200.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

**\$700.00** no later than **August 6, 2020**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**One thousand two hundred dollars (\$1200.00)** to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred dollars (\$700.00)** on or before one o'clock P.M. of **August 6, 2020**;

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

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

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

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

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

## **2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.**

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

## **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

## **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

## **5. COMPLIANCE WITH LAWS**

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

## **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

## **7. VACANCY**

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

## **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

## **9. CONTROL OF PREMISES**

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

## **10. UTILITIES**

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

## **11. USE OF PREMISES**

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

## **12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

### 13. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

### 14. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

### 15. DISASTERS

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

**16. FORCE MAJEUR**

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

**17. TICKET SALES AND ADMISSION FEES**

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

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

**18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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



**20. SUBSTITUTION OF PERSONALITIES**

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

**21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

**23. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

**24. POSTING OF ADVERTISING**

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

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

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

**28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**29. EXITING VENUE**

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

**30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

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**33. EXCULPATORY CLAUSE**

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

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

**35. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

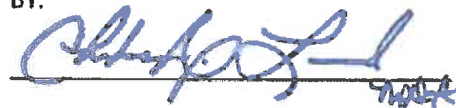
**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:



Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

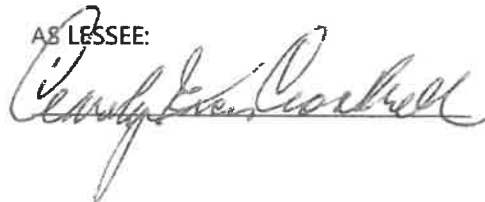
7/6/2020

DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:



8/1/2020

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **22nd day of September, 2020**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through its Auditorium Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Mississippi Symphony**  
Contact Person: **Richard Hudson**  
Address: **201 E. Pascagoula Street  
Jackson, MS 39201**  
Phone No.: **(601) 960-1565**

hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, The City of Jackson Municipal Auditorium building situated at the corner of Pascagoula and South West Streets in the City of Jackson for the purpose of:

**MISSISSIPPI SYMPHONY:  
2020 – 2021 SEASON**

IT IS MUTUALLY AGREED between the parties as follows:

**1. RENTAL**

**CHAMBER I**

*Paid*

<b>9/17/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 11:00 p.m.</b>	<b>200.00</b>
<b>9/18/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 11:00 p.m.</b>	<b>200.00</b>
<b>9/19/20</b>	<b>Performance</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b><u>700.00</u></b>
			<b>1100.00</b>

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **September 23, 2020**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**BRAVO I** *Paid*

<b>10/8/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 9:30 p.m.</b>	<b>200.00</b>
<b>10/9/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 9:30 p.m.</b>	<b>200.00</b>
<b>10/10/20</b>	<b>Performance</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b><u>700.00</u></b>
			<b>1100.00</b>

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **October 1, 2020**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**BRAVO II** *Paid*

<b>11/12/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 9:30 p.m.</b>	<b>200.00</b>
<b>11/13/20</b>	<b>Rehearsal</b>	<b>7:00 p.m. – 9:30 p.m.</b>	<b>200.00</b>
<b>11/14/20</b>	<b>Performance</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b><u>700.00</u></b>
			<b>1100.00</b>

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **October 29, 2020**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**BRAVO III** *Paid*

3/4/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/5/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/6/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **December 30, 2020**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**CHAMBER II** *Paid*

3/25/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/26/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/27/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **January 7, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**POPS II** *Paid*

3/11/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/12/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
3/13/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **February 4, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**BRAVO IV** *Paid*

4/8/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
4/9/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
4/10/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			<b>1100.00</b>

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **February 18, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

**CHAMBER III** *Paid*

4/22/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
4/23/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
4/24/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			<b>1100.00</b>

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **March 11, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.



BRAVO V

*Paid*

5/6/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
5/7/21	Rehearsal	7:00 p.m. – 9:30 p.m.	200.00
5/8/21	Performance	7:30 p.m. – 11:30 p.m.	<u>700.00</u>
			1100.00

LESSOR HEREBY AGREES to rent the above named facilities at the base rental rate of **\$1100.00** for the use of lease space.

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

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

**\$950.00** no later than **March 25, 2021**, and

Restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY COVENANTS AND AGREES to pay the LESSOR at the office of the Auditorium Manager of the municipal facilities or via certified mail by all applicable deadlines for the use of the said premises in the sum of:

**(See each item above) to be paid as follows: By certified check, money order, or company check (company check not considered a payment until verification of funds during banking business hours), a deposit of one hundred fifty dollars (\$150.00) on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and (see each item above) on or before one o'clock P.M. on (see each item above).**

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

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

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

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

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

**1. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.**

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

**2. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

**3. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

**4. COMPLIANCE WITH LAWS**

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

**5. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

**6. VACANCY**

If any part of the said premises shall become vacant during the term hereof, LESSOR or its representative may reenter the same by any necessary means without being liable. The LESSOR may, at its option, relet the premises as the agent of the LESSEE and receive the rent. LESSOR will apply the rent and proceeds first to payment of such expenses as may be incurred in reentering and reletting the said premises, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing

any obligation on LESSOR to so relet or attempt to relet said premises or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the premises shall be so relet.

#### **7. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

#### **8. CONTROL OF PREMISES**

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

#### **9. UTILITIES**

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

#### **10. USE OF PREMISES**

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

#### **11. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

## 12. CONCESSIONS

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

## 13. HAZARDS

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

## 14. DISASTERS

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

**15. FORCE MAJEUR**

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

**16. TICKET SALES AND ADMISSION FEES**

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

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

**17. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

**18. CAPACITY, INGRESS, EGRESS, ETC.**

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

**19. SUBSTITUTION OF PERSONALITIES**

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

**20. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**21. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

**22. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.



**23. POSTING OF ADVERTISING**

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

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

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

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

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

**25. RADIO AND TELEVISION RIGHTS**

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

**26. PUBLIC ADDRESS ANNOUNCEMENTS**

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

**27. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**28. EXITING VENUE**

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

**29. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**30. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

**31. CONTROL OF FUNDS AND RECEIPTS**

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

**32. EXCULPATORY CLAUSE**

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

**33. VENUE**

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



**34. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

**35. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI

AS LESSOR:

BY:



7/6/2021

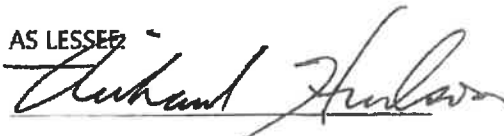
Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:



DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **2nd** day of **December, 2020**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ballet Mississippi**  
 Contact Person: **David Keary**  
 Address: **201 E. Pascagoula Street  
Jackson, MS 39201**  
 Phone No.: **(601) 383-2736**  
 Email: [keary@balletms.com](mailto:keary@balletms.com)

hereinafter called the LESSEE:

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

**The Nutcracker**

Date and times of occupancy:

Date: **December 2 – 6, 2020**  
 Commencing at: **2:00 p.m.**  
 Terminating at: **10:00 p.m.**

(Describe Purpose in Detail)

<b>12/2/20</b>	<b>Rehearsal</b>	<b>6:00 p.m. – 10:00 p.m.</b>	<b>200.00</b>
<b>12/3/20</b>	<b>Rehearsal</b>	<b>4:00 p.m. – 8:00 p.m.</b>	<b>200.00</b>
<b>12/4/20</b>	<b>Rehearsal</b>	<b>4:00 p.m. – 8:00 p.m.</b>	<b>200.00</b>
<b>12/5/20</b>	<b>Performance</b>	<b>2:00 p.m. – 6:00 p.m.</b>	<b>700.00</b>
<b>12/6/20</b>	<b>Performance</b>	<b>7:00 p.m. – 11:00 p.m.</b>	<b>700.00</b>
	<b>Concessions for two performances</b>		<b><u>100.00</u></b>
			<b>2100.00</b>

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$2100.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

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

**\$1950.00** no later than **December 4, 2020**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**Two thousand one hundred dollars (\$2100.00)** to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **one thousand nine hundred fifty dollars (\$1950.00)** on or before one o'clock P.M. of **December 4, 2020**;

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

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

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

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

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

## **2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.**

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

## **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

## **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

## **5. COMPLIANCE WITH LAWS**

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

## **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

## **7. VACANCY**

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

## **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

## **9. CONTROL OF PREMISES**

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

## **10. UTILITIES**

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

## **11. USE OF PREMISES**

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

## **12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

## **13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s)

performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

#### **14. HAZARDS**

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### **15. DISASTERS**

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

#### **16. FORCE MAJEUR**

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

## **17. TICKET SALES AND ADMISSION FEES**

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

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

## **18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

## **20. SUBSTITUTION OF PERSONALITIES**

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

**21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

**23. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

**24. POSTING OF ADVERTISING**

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

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



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

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

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

**26. RADIO AND TELEVISION RIGHTS**

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

**27. PUBLIC ADDRESS ANNOUNCEMENTS**

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

**28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**29. EXITING VENUE**

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

**30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

**32. CONTROL OF FUNDS AND RECEIPTS**

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

**33. EXCULPATORY CLAUSE**

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

**34. VENUE**

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

**35. MATTERS NOT COVERED**

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

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

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any

agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.


**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:



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

7/6/2021  
DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:

  
\_\_\_\_\_  


3-3-2021  
DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **30th** day of **March, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Troublefield Entertainment Group, Inc.**  
Contact Person: **Leamon Troublefield, Jr.**  
Address: **2780 East Fowler Avenue #425  
Tampa, FL 33612**  
Phone No.: **(813) 809-3042**  
Email: [troublefieldentertainmentgroup@gmail.com](mailto:troublefieldentertainmentgroup@gmail.com)

hereinafter called the LESSEE:

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

**Black Men’s Truth and a White Man’s Honor**

Date and times of occupancy:

Date: ~~November 20, 2021~~ *April 23, 2022*  
Commencing at: **7:00 p.m.**  
Terminating at: **11:00 p.m.**

(Describe Purpose in Detail)

*4/23/22*  
~~11/20/21~~ **Performance** **7:00 p.m. – 11:00 p.m.** **1200.00**  
**Merchandise** **15% of Sales**

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1200.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

**\$700.00** no later than ~~October 8, 2021~~ <sup>April 1, 2022</sup>; and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**One thousand two hundred dollars (\$1200.00)** to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred dollars (\$700.00)** on or before one o'clock P.M. of ~~October 8, 2021~~ <sup>April 1, 2022</sup>;

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

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

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

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

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

## 2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

### **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

### **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

### **5. COMPLIANCE WITH LAWS**

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

### **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

### **7. VACANCY**

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

### **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that

it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

#### **9. CONTROL OF PREMISES**

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

#### **10. UTILITIES**

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

#### **11. USE OF PREMISES**

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

#### **12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

#### **13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior



to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

#### **14. HAZARDS**

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### **15. DISASTERS**

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

#### **16. FORCE MAJEUR**

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

#### **17. TICKET SALES AND ADMISSION FEES**

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain



possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

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

## **18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

## **20. SUBSTITUTION OF PERSONALITIES**

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

## **21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

## **22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

## **23. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

## **24. POSTING OF ADVERTISING**

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

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

## **25. CUSTODY OF ARTICLES LEFT ON PREMISES**

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

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

## **26. RADIO AND TELEVISION RIGHTS**

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

## **27. PUBLIC ADDRESS ANNOUNCEMENTS**

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

## **28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

## **29. EXITING VENUE**

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

## **30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

## **31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

### **32. CONTROL OF FUNDS AND RECEIPTS**

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

### **33. EXCULPATORY CLAUSE**

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

### **34. VENUE**

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

### **35. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:


 7/6/2021

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:

 3.31.2021

DATE

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

**USE CONTRACT**

This use agreement, made and entered this 20th day of May, **2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LICENSOR, and:

Firm Name: **University of Mississippi Medical Center  
School of Nursing**  
Contact Person: **Farrah Banks**  
Address: **2500 N. State Street  
Jackson, MS 39216**  
Phone No.: **(601) 984-6252**  
Email: **fbanks@umc.edu**

hereinafter called the LICENSEE:

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

**UMMC School of Nursing Planning Ceremony**

Date and times of occupancy:

Date: **May 26, 2021**  
Commencing at: **2:00 p.m.**  
Terminating at: **6:00 p.m.**

(Describe Purpose in Detail)

**5/26/21      Performance      2:00 p.m. – 6:00 p.m.      700.00**

IT IS MUTUALLY AGREED between the parties as follows:

**1. LICENSE**

LICENSOR HEREBY AGREES to license the above-named facilities at the base license fee of **\$700.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LICENSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LICENSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

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

**\$550.00** no later than **May 5, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

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

**Seven hundred dollars (\$700.00)** to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **five hundred fifty dollars (\$550.00)** on or before one o'clock P.M. of **May 5, 2021**;

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

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

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

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

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



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

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

LICENSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

## **3. SUBSEQUENT REQUESTS BY LICENSEE**

LICENSEE, over the signature solely of such authorized officer as executes this license on behalf of LICENSEE, may issue additional requests of the LICENSOR subject, however, to the discretion and approval of LICENSOR, the compliance with or performance of, such request to be at the sole expense of LICENSEE.

## **4. COMPLIMENTARY TICKETS**

LICENSEE agrees to deliver to LICENSOR or its duly authorized agent, free of charge, N/A admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

## **5. COMPLIANCE WITH LAWS**

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

## **6. ACCEPTANCE OF SAID PREMISES**

LICENSEE represents and warrants that it has inspected the licensed premises and equipment to the extent LICENSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LICENSEE.

## **7. VACANCY**

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



## **8. USE OF REMAINDER OF PREMISES**

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

## **9. CONTROL OF PREMISES**

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

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

## **11. USE OF PREMISES**

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

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As a condition precedent of the leasing of the above described facilities and premises and to the LICENSEE's taking possession of said premises and facilities, LICENSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, or self-insurance, if applicable, for the entire term of this Use Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

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

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

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

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

## **21. INFLAMMABLE LIQUIDS, ETC.**

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

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

## **22. ALCOHOLIC BEVERAGES**

LICENSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LICENSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LICENSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

## **23. DAMAGE TO PROPERTY**

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

LICENSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LICENSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LICENSEE shall pay to LICENSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LICENSEE or by or with consent of any person acting for or in behalf of said LICENSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LICENSEE shall at all times have sufficient security provisions for the venue.

#### **24. POSTING OF ADVERTISING**

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

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

#### **25. CUSTODY OF ARTICLES LEFT ON PREMISES**

LICENSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LICENSEE or any person in the employ of LICENSEE shall not collect not interfere with the collection or custody of such articles.

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

#### **26. RADIO AND TELEVISION RIGHTS**

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

#### **27. PUBLIC ADDRESS ANNOUNCEMENTS**

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

#### **28. ATTORNEY'S FEES**

To the extent authorized by applicable state law, LICENSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LICENSOR in collecting or attempting to collect any license or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Use Contract.

### **29. EXITING VENUE**

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

### **30. ASSIGNMENT OF RIGHTS**

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

### **31. WAIVER OF CLAIMS**

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

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

### **32. CONTROL OF FUNDS AND RECEIPTS**

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

### **33. EXCULPATORY CLAUSE**

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



**34. VENUE**

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

**35. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LICENSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LICENSEE has signed the same in triplicate the day and year first written above.

**36. COVID-19 PANDEMIC PROVISIONS**

The LICENSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LICENSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LICENSOR:

BY:

 5/28/2021

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

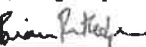
DATE

WITNESS:



AS LICENSEE:

DocuSigned by:



5/24/2021

5B5689F83778432...

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **1st day of June, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Outback Presents, LLC**  
 Contact Person: **Angelica Franzino**  
 Address: **209 10<sup>th</sup> Avenue South Ste. 503  
Nashville, TN 37203**  
 Phone No.: **(615) 242-3323**  
 Email: [angelica.franzino@outbackpresents.com](mailto:angelica.franzino@outbackpresents.com)

hereinafter called the LESSEE:

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

**John Crist**

Date and times of occupancy:

Date: **November 19, 2021**  
 Commencing at: **7:00 p.m.**  
 Terminating at: **11:00 p.m.**

(Describe Purpose in Detail)

<b>11/19/21</b>	<b>Performance</b>	<b>7:00 p.m. – 11:00 p.m.</b>	<b>1200.00</b>
	<b>Merchandise</b>		<b>15% of Sales</b>



IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1200.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

**\$700.00** no later than **October 29, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**One thousand two hundred dollars (\$1200.00)** to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred dollars (\$700.00)** on or before one o'clock P.M. of **October 29, 2021**;

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

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

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

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

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

## 2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

### **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

### **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

### **5. COMPLIANCE WITH LAWS**

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

### **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

### **7. VACANCY**

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

### **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

#### **9. CONTROL OF PREMISES**

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

#### **10. UTILITIES**

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

#### **11. USE OF PREMISES**

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

#### **12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

#### **13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which

shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

#### **14. HAZARDS**

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### **15. DISASTERS**

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

#### **16. FORCE MAJEUR**

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

#### **17. TICKET SALES AND ADMISSION FEES**

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in

accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

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

#### **18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

#### **20. SUBSTITUTION OF PERSONALITIES**

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

#### **21. INFLAMMABLE LIQUIDS, ETC.**

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

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

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

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IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.



**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:

  
\_\_\_\_\_

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

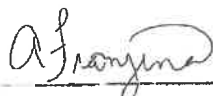
7/6/2021

DATE

WITNESS:

AS LESSEE:

\_\_\_\_\_

  
\_\_\_\_\_

F/S/O Outback Presents, LLC

6/16/21

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **2nd day of June, 2022**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **By God's Grace**  
 Contact Person: **Yolanda Singleton**  
 Address: **175 Singleton Lane  
Florence, MS 39073**  
 Phone No.: **(601) 497-8098**  
 Email: **xperiencejxn@gmail.com**

hereinafter called the LESSEE:

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

**Calvin Richardson**

Date and times of occupancy:

Date: **February 19, 2022**  
 Commencing at: **7:30 p.m.**  
 Terminating at: **11:30 p.m.**

(Describe Purpose in Detail)

<b>2/19/22</b>	<b>Performance Concessions</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b>700.00</b>
			<b><u>50.00</u></b>
			<b>750.00</b>

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$750.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

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

**\$600.00** no later than **January 28, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**Seven hundred fifty dollars (\$750.00)** to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **six hundred dollars (\$600.00)** on or before one o'clock P.M. of **January 28, 2022**;

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

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

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

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

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

## 2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

### **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

### **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

### **5. COMPLIANCE WITH LAWS**

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

### **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

### **7. VACANCY**

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

### **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

**9. CONTROL OF PREMISES**

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

**10. UTILITIES**

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

**11. USE OF PREMISES**

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

**12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

**13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

#### **14. HAZARDS**

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### **15. DISASTERS**

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

#### **16. FORCE MAJEUR**

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

#### **17. TICKET SALES AND ADMISSION FEES**

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

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

#### **18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

#### **20. SUBSTITUTION OF PERSONALITIES**

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

#### **21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

#### **22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

### **23. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

### **24. POSTING OF ADVERTISING**

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

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

### **25. CUSTODY OF ARTICLES LEFT ON PREMISES**

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

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

### **26. RADIO AND TELEVISION RIGHTS**



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

#### **27. PUBLIC ADDRESS ANNOUNCEMENTS**

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

#### **28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

#### **29. EXITING VENUE**

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

#### **30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

#### **31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

#### **32. CONTROL OF FUNDS AND RECEIPTS**

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

**33. EXCULPATORY CLAUSE**

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

**34. VENUE**

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

**35. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:



7/6/2021

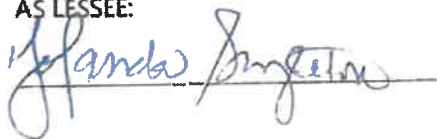
Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:



6/21/21

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **8th** day of **June, 2022**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **By God's Grace**

Contact Person: **Yolanda Singleton**

Address: **175 Singleton Lane  
Florence, MS 39073**

Phone No.: **(601) 497-8098**

Email: **xperiencejxn@gmail.com**

hereinafter called the LESSEE:

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

**David and Tamela Mann**

Date and times of occupancy:

Date: **October 2, 2021**

Commencing at: **7:00 p.m.**

Terminating at: **11:00 p.m.**

(Describe Purpose in Detail)

<b>10/2/21</b>	<b>Performance</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b>700.00</b>
	<b>Concessions</b>		<b><u>50.00</u></b>
			<b>750.00</b>

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$750.00** for the use of lease space or **0%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

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

**\$600.00** no later than **September 10, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**Seven hundred fifty dollars (\$750.00)** to be paid as follows: By Company Check, a deposit of **one hundred fifty dollars (\$150.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **six hundred dollars (\$600.00)** on or before one o'clock P.M. of **September 10, 2021**;

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

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

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

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

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

## 2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

### **3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

### **4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

### **5. COMPLIANCE WITH LAWS**

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

### **6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

### **7. VACANCY**

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

### **8. USE OF REMAINDER OF PREMISES**

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

**9. CONTROL OF PREMISES**

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

**10. UTILITIES**

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

**11. USE OF PREMISES**

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

**12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

**13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which shall be \_\_\_\_\_, LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

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LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

#### **20. SUBSTITUTION OF PERSONALITIES**

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

#### **21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

#### **22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

### **23. DAMAGE TO PROPERTY**

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

LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

### **24. POSTING OF ADVERTISING**

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

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

### **25. CUSTODY OF ARTICLES LEFT ON PREMISES**

LESSOR shall have the sole right to collect and have custody of articles left on the premises by persons attending any performance, exhibition or entertainment given or held in the premises, and the LESSEE or any person in the employ of LESSEE shall not collect not interfere with the collection or custody of such articles.

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

### **26. RADIO AND TELEVISION RIGHTS**

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

## **27. PUBLIC ADDRESS ANNOUNCEMENTS**

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

## **28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

## **29. EXITING VENUE**

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

## **30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

## **31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

## **32. CONTROL OF FUNDS AND RECEIPTS**

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

**33. EXCULPATORY CLAUSE**

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

**34. VENUE**

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

**35. MATTERS NOT COVERED**

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

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

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

IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:

 7/6/2021  
*MA*

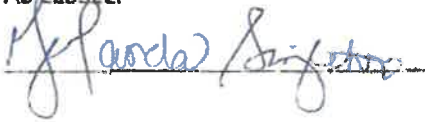
Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

DATE

WITNESS:

\_\_\_\_\_

AS LESSEE:



6/21/21

DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **14th** day of **June, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Ardenland**  
 Contact Person: **Arden Barnett**  
 Address: **2906 North State Street  
 Jackson, MS 39216**  
 Phone No.: **(601) 292-7121**  
 Email: [ardenland@ms.com](mailto:ardenland@ms.com)

hereinafter called the LESSEE:

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

**LOL Surprise**

Date and times of occupancy:

Date: **October 12, 2021**  
 Commencing at: **6:00 p.m.**  
 Terminating at: **10:00 p.m.**

(Describe Purpose in Detail)

<b>10/12/21</b>	<b>Performance Concessions</b>	<b>6:00 p.m. – 10:00 p.m.</b>	<b>1200.00</b>
			<b><u>50.00</u></b>
			<b>1250.00</b>

IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1250.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

**\$750.00** no later than **September 21, 2021**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**One thousand two hundred fifty dollars (\$1250.00)** to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred fifty dollars (\$750.00)** on or before one o'clock P.M. of **September 21, 2021**;

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

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

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

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

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

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

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

LESSEE is required to use the services of IATSE union, booked through the venue Stage Manager.

**3. SUBSEQUENT REQUESTS BY LESSEE**

LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion and approval of LESSOR, the compliance with or performance of, such request to be at the sole expense of LESSEE.

**4. COMPLIMENTARY TICKETS**

LESSEE agrees to deliver to LESSOR or its duly authorized agent, free of charge, \_\_\_\_\_ admission tickets for each performance on the premises that is open to the public and trade during the term of this lease.

**5. COMPLIANCE WITH LAWS**

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

**6. ACCEPTANCE OF SAID PREMISES**

LESSEE represents and warrants that it has inspected the leased premises and equipment to the extent LESSEE deems necessary, and that same are in proper condition and adequate for the uses contemplated by LESSEE.

**7. VACANCY**

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



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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by Lessee. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

**20. SUBSTITUTION OF PERSONALITIES**

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

**21. INFLAMMABLE LIQUIDS, ETC.**

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

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

**22. ALCOHOLIC BEVERAGES**

LESSOR shall allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in accordance with the State of Mississippi and the City of Jackson laws and ordinances. LESSEE shall assume the responsibility of all parties serving alcohol on the premises, must provide the LESSOR with a copy of the required licenses prior to the event, and must have licenses available to present at any time during the term of this contract.

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LESSEE agrees that if said premises or any portion of said premises, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to have on hand at all times a minimum of 4 venue-approved law enforcement officers to maintain order and to protect persons and property. LESSEE shall at all times have sufficient security provisions for the venue.

**24. POSTING OF ADVERTISING**

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

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

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

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

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

**28. ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

**29. EXITING VENUE**

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

**30. ASSIGNMENT OF RIGHTS**

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

**31. WAIVER OF CLAIMS**

LESSEE hereby waives all rights under the Constitution and laws of the State of Mississippi or any state to claim personal property exempt as against any liability, debt or obligation arising under this Rental Contract.

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

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**33. EXCULPATORY CLAUSE**

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



**34. VENUE**

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

**35. MATTERS NOT COVERED**

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority

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

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


IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these presents to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.

**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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

CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

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

7/6/2021  
DATE

WITNESS:  
\_\_\_\_\_

AS LESSEE:  
  
\_\_\_\_\_

6/28/21  
DATE

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

**RENTAL CONTRACT**

This lease, made and entered this **17th** day of **June, 2021**, by and between the City of Jackson, a municipal corporation of the State of Mississippi, through the Thalia Mara Hall Manager or his/her designated authority, hereinafter called the LESSOR, and:

Firm Name: **Voice Art Group**

Contact Person: **Gulya Hartwick**

Address: **821 Superba Avenue  
Los Angeles, CA 90291**

Phone No.: **(347) 901-3042**

Email: [hartwick@russianballettheatre.com](mailto:hartwick@russianballettheatre.com)

hereinafter called the LESSEE:

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

**Russian Ballet Theatre Presents Swan Lake**

Date and times of occupancy:

Date: **March 10, 2022**

Commencing at: **7:30 p.m.**

Terminating at: **11:30 p.m.**

(Describe Purpose in Detail)

<b>3/10/22</b>	<b>Performance</b>	<b>7:30 p.m. – 11:30 p.m.</b>	<b>1200.00</b>
	<b>Merchandise</b>		<b>15% of Sales</b>



IT IS MUTUALLY AGREED between the parties as follows:

## 1. RENTAL

LESSOR HEREBY AGREES to rent the above-named facilities at the base rental of **\$1200.00** for the use of lease space or **10%** of the net-adjusted gross box office receipts (NAGBOR), defined as gross admission receipts less \$3.00 facility fee and any applicable sales tax, with a cap of \$3,000 whichever is greater.

LESSEE HEREBY AGREES to pay a 15% fee of all merchandise sales from the event.

LESSEE HEREBY AGREES to pay a restoration fee of \$3.00 per paid ticket, excluding comp tickets.

LESSEE agrees to pay **\$500.00** with the return of the signed agreement as deposit, and further agrees to additional payments as follows:

**\$700.00** no later than **February 17, 2022**, and

Balance of 10% net ticket sales and restoration fee of \$3.00 per ticket is due at intermission.

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

LESSEE HEREBY CONVENANTS AND AGREES to pay the LESSOR at its offices in the said building for the use of the said premises the sum of:

**One thousand two hundred dollars (\$1200.00)** to be paid as follows: By Company Check, a deposit of **five hundred dollars (\$500.00)** on the execution and delivery of this instrument, receipt of which is hereby acknowledged, and **seven hundred dollars (\$700.00)** on or before one o'clock P.M. of **February 17, 2022**;

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

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

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

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

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

## 2. ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.



LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

#### **9. CONTROL OF PREMISES**

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

#### **10. UTILITIES**

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

#### **11. USE OF PREMISES**

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

#### **12. INSURANCE**

As a condition precedent of the leasing of the above described facilities and premises and to the LESSEE's taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained and that the CITY OF JACKSON and THALIA MARA HALL are named as additional insureds.

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

#### **13. CONCESSIONS**

LESSEE specifically has the right to all concessions, including but not limited to confections, beverages, food, souvenirs, coat checking, programs, parking and taxi cabs. LESSEE, or any artist(s) performing pursuant to the Rental Contract shall be required to deal with LESSOR regarding the selling of souvenir programs, records, tapes or other such items, or the authorized representative of LESSOR which

shall be \_\_\_\_\_. LESSEE shall provide LESSOR not less than five (5) days written notice prior to any performance at which LESSEE plans to vend items for sale, and provide contact information for vendor, along with any and all required documentation.

LESSEE shall not provide, furnish, or arrange for food and/or beverages except as permitted by LESSOR and then only in strict accordance with the catering policies of LESSOR. LESSEE shall not sell or dispense food, drink, or other article without the prior consent of LESSOR. If LESSEE intends to vend food/beverage, LESSEE must provide Certificate of Insurance, in the same manner as described above under "INSURANCE" and obtain at its own expense a Comprehensive General Liability Insurance Policy for Food and Beverage including contractual liability, products and completed operations liability, and automobile liability, if applicable, for the entire term of this Rental Contract with the CITY OF JACKSON and THALIA MARA HALL names as additional insured on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$1,000,000 for bodily and personal injury, and property damage.

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

#### **14. HAZARDS**

LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other tenant's under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

#### **15. DISASTERS**

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

#### **16. FORCE MAJEUR**

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

#### **17. TICKET SALES AND ADMISSION FEES**

LESSOR reserves the right to operate the box office at the Thalia Mara Hall on behalf of LESSEE for which service LESSEE shall pay the cost of ticketing services provided by box office management, which is Ticketland. LESSOR reserves the right to have all necessary tickets printed at the expense of and in

accordance with instructions of LESSEE. LESSOR will furnish LESSEE with a printers' manifest and will retain possession of the tickets received by it until such time agreed upon for the box office sale to begin, including advance sale of tickets if so desired, and will furnish LESSEE with a complete transcription of ticket sales at time of settlement with LESSEE.

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

#### **18. CANCELLATION**

Should LESSEE desire to cancel this Rental Contract, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any and all expenses incurred by LESSOR on behalf of LESSEE for such cancellation.

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

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

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

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IN WITNESS WHEREOF, the LESSOR, the City of Jackson, has caused these present to be signed by its Mayor and the LESSEE has signed the same in triplicate the day and year first written above.



**36. COVID-19 PANDEMIC PROVISIONS**

The LESSOR has taken enhanced safety and health protocols within our facility. An inherent risk of exposure to COVID-19 exists in any public place where people are present. As such, we strongly encourage patrons who are senior citizens or have pre-existing conditions to stay at home. By attending this event at Thalia Mara Hall, patrons voluntarily assume all risks related to the exposure of COVID-19. The LESSOR assumes no risk or responsibility involved in the spread of COVID-19 through this event or in its facility as a result of this event.

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CITY OF JACKSON, MISSISSIPPI  
AS LESSOR:

BY:



7/6/2021

Mayor Chokwe Antar Lumumba  
City of Jackson, Mississippi

DATE

WITNESS:

AS LESSEE:



June 18, 2021

Gulya Hartwick  
Executive Director  
Voice Art Group

DATE



**ORDER AMENDING ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. (WARD 5) (HARRIS, LUMUMBA)**

*JLH*  
9-8-2021

**WHEREAS**, on May 5, 2021, Item Number 22, the Jackson City Council approved an Order to provide operations and maintenance for the Jackson Zoo from October 1, 2020 through September 30, 2021; and

**WHEREAS**, the Jackson Zoo vendors listed below, are not under contract, costs and rates vary, based on the quantity, weight and other factors; and

**WHEREAS**, the Department of Parks and Recreation desires to retain current vendors to ensure they are paid timely and expeditiously for a variety of services necessary to ensure continuous care of animals, staff and maintenance needs are met, at the Jackson Zoo; and

**WHEREAS**, said Jackson Zoo vendors (without contracts), shall continue to provide services from October 1, 2021 through September 30, 2022, as follows:

<b>JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)</b>			
	<b>Vendor Name</b>	<b>Business Type</b>	<b>Account Number</b>
1.	AirGas USA Payments not to exceed \$1,200.00	Oxygen for Animal Medical Procedures	390-498.00-6419
2.	All About Animals Veterinary Clinic Payments not to exceed \$31,900.00	Contract Veterinarian	390-498.00-6419
3.	Aloha Lock & Key Payments not to exceed \$500.00	Locksmith	390-498.00-6214
4.	Animal Health Products Payments not to exceed \$700.00	Animal Medical Supplies	390-498.00-6212
5.	Bionic Bait Payments not to exceed \$6,000.00	Feed Products	390-498.00-6214
6.	Bob's Pool Service Payments not to exceed \$1,500.00	Aquatic Exhibit Supplies	390-498.00-6419
7.	Boehringer Ingelheim Animal Health USA Payments not to exceed \$1,000.00	Animal Medication	390-498.00-6213
8.	Centaman Payments not to exceed \$12,000.00	POS System	390-498.00-6419
9.	Central Nebraska Packing Payments not to exceed \$27,000.00	Feed Products	390-498.00-6214
10.	Comcast Business Payments not to exceed \$5,000.00	Cable/Network Services	390-498.00-6419
11.	Computer Management Service of MS Payments not to exceed \$2,500.00	IT Services	390-498.00-6419
12.	Constant Contact Payments not to exceed \$5,000.00	Email Marketing Support	390-498.00-6419
13.	Covetrus North America Payments not to exceed \$1,500.00	Animal Medical Supplies	390-498.00-6212

Agenda Item #16  
Agenda Date September 14, 2021  
(HARRIS, LUMUMBA)

**JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)**

	<b>Vendor Name</b>	<b>Business Type</b>	<b>Account Number</b>
14.	<b>Digital X-Ray Service</b> Payments not to exceed \$500.00	Animal X-Rays	390-498.00-6419
15.	<b>Elkins Wholesale</b> Payments not to exceed \$16,000.00	Animal Cleaning and Janitorial Supplies	390-498.00-6213
16.	<b>eMaint Enterprises</b> Payments not to exceed \$3,800.00	Maintenance Work Order Software	390-498.00-6419
17.	<b>Federal Express</b> Payments not to exceed \$1,500.00	Ship Animal Supplies	390-498.00-6419
18.	<b>First Veterinary Supply</b> Payments not to exceed \$900.00	Animal Medical Supplies	390-498.00-6212
19.	<b>Freedom Ranch Wildlife Center</b> Payments not to exceed \$5,000.00	Wildlife education and outreach program. (Guest Entertainment)	390-498.00-6419
20.	<b>Grainger</b> Payments not to exceed \$1,500.00	Maintenance Supplies	390-498.00-6419
21.	<b>Hinds County Tax Collector</b> Payments not to exceed \$250.00	License Plates	390-498.00-6419
22.	<b>HMS Zoo Diets</b> Payments not to exceed \$14,000.00	Feed Products	390-498.00-6214
23.	<b>Integrated Pest Services</b> Payments not to exceed \$5,000.00	Pest Control	390-498.00-6419
24.	<b>Jackson Business Systems</b> Payments not to exceed \$2,500.00	Office Supplies	390-498.00-6419
25.	<b>Jacobson Hat Company</b> Payments not to exceed \$3,000.00	Gift Shop Inventory	390-498.00-6419
26.	<b>Jones Refrigeration</b> Payments not to exceed \$7,500.00	Repair Animal Food Cooler and Freezer	390-498.00-6419
27.	<b>Living Reptile Museum</b> Payments not to exceed \$1,200.00	Guest Entertainment	390-498.00-6419
28.	<b>McGraw Gotta Go</b> Payments not to exceed \$2,500.00	Hand Sanitizer Stations	390-498.00-6419
29.	<b>McRoberts Sales Company</b> Payments not to exceed \$6,000.00	Feed Products	390-498.00-6214
30.	<b>Merchants Feed Service</b> Payments not to exceed \$20,000.00	Feed Products	390-498.00-6214
31.	<b>Millbrook Cricket Farm, Inc.</b> Payments not to exceed \$1,500.00	Feed Products	390-498.00-6214
32.	<b>MS Pet &amp; Livestock, LLC</b> Payments not to exceed \$18,332.00	Feed Products	390-498.00-6214
33.	<b>MS Vet. Research &amp; Diagnostic Lab</b> Payments not to exceed \$2,500.00	Perform Medical Testing and Necropsies for Animals	390-498.00-6212
34.	<b>NASCO</b> Payments not to exceed \$1,000.00	Animal Care Supplies	390-498.00-6212
35.	<b>Northern Ocean Marine</b> Payments not to exceed \$4,000.00	Seafood/Meat Processing Distributor	390-498.00-6214
36.	<b>Old South Office Supplies</b> Payments not to exceed \$500.00	Gift Shop Supplies	390-498.00-6419
37.	<b>Pennington &amp; Trim Alarm Services, Inc.</b> Payments not to exceed \$1,200.00	Alarm Services	390-498.00-6419

**JACKSON ZOO VENDORS – (WITHOUT CONTRACTS)**

	<b>Vendor Name</b>	<b>Business Type</b>	<b>Account Number</b>
38.	<b>Petco</b> Payments not to exceed \$2,000.00	Animal Food / Supplies	390-498.00-6212 390-498.00-6214
39.	<b>Petsmart</b> Payments not to exceed \$2,000.00	Animal Food / Supplies	390-498.00-6212 390-498.00-6214
40.	<b>P-Patch</b> Payments not to exceed \$2,500.00	Bird Feed Products	390-498.00-6214
41.	<b>Radiation Detection Co.</b> Payments not to exceed \$2,500.00	Wide range of X-ray measurement devices.	390-498.00-6419
42.	<b>Rhode Island Novelty</b> Payments not to exceed \$7,500.00	Gift Shop Inventory	390-498.00-6419
43.	<b>Robertson Produce</b> Payments not to exceed \$41,000.00	Feed Products	390-498.00-6214
44.	<b>Security Support Services</b> Payments not to exceed \$5,000.00	Security Cameras	390-498.00-6419
45.	<b>Signs First</b> Payments not to exceed \$600.00	Zoo Signage	005-501.10-6419
46.	<b>Southern Feed &amp; Supply</b> Payments not to exceed \$2,000.00	Feed Products	390-498.00-6214
47.	<b>Species 360</b> Payments not to exceed \$10,000.00	Animal Database	390-498.00-6419
48.	<b>Sunrise Fresh Produce</b> Payments not to exceed \$10,000.00	Feed Products	390-498.00-6214
49.	<b>Telpro Communications</b> Payments not to exceed \$4,200.00	Repair Telephone/Internet Lines	390-498.00-6419
50.	<b>Terry L. Vandeventer</b> Payments not to exceed \$5,000.00	Live education science and safety snake programs.	390-498.00-6419
51.	<b>Tommy Rodden</b> Payments not to exceed \$2,500.00	Animal Food	390-498.00-6214
52.	<b>Tonight</b> Payments not to exceed \$1,000.00	Gift Shop Inventory	390-498.00-6419
53.	<b>U.S. Fish &amp; Wildlife</b> Payments not to exceed \$600.00	Animal Permits	390-498.00-6419
54.	<b>Unifirst Corporation</b> Payments not to exceed \$3,400.00	Animal Care Uniforms	390-498.00-6419
55.	<b>United Postal Service (UPS)</b> Payments not to exceed \$1,500.00	Ship Animal Supplies	390-498.00-6419
56.	<b>USDA APHIS Animal Care</b> Payments not to exceed \$500.00	Animal Permits	390-498.00-6419
57.	<b>VRL Laboratories</b> Payments not to exceed \$500.00	Animal Testing	390-498.00-6419
58.	<b>Warm &amp; Fuzzy Toys</b> Payments not to exceed \$2,500.00	Gift Shop Inventory	390-498.00-6419
59.	<b>Wilcher Farm</b> Payments not to exceed \$3,300.00	Feed Products	390-498.00-6214
60.	<b>Wild Republic</b> Payments not to exceed \$6,000.00	Gift Shop Inventory	390-498.00-6419
61.	<b>Wildmorph Pythons</b> Payments not to exceed \$2,000.00	Animal Food	390-498.00-6214
62.	<b>Zoological Association of America (ZAA)</b> Payments not to exceed \$5,000.00	Membership Dues	390-498.00-6419

**WHEREAS**, each vendor shall be paid up to and not to exceed the amounts listed above in the chart.

**IT IS, THEREFORE, ORDERED** that the City is hereby authorized to make payments to the above referenced Jackson Zoo vendors, in reference to all requests for payments necessary to ensure continuous care of animals, staff and maintenance needs are met at the Jackson Zoo, not to exceed the amounts listed in the above referenced chart on a per vendor basis for a term period of October 1, 2021 through September 30, 2022.

**HARRIS, LUMUMBA**

**Date:**

**Item#:**

---

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

September 1, 2021

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	Order amending Order authorizing payment to various vendors for the Jackson Zoo from October 1, 2021 through September 30, 2022.								
2.	<b>Public Policy Initiative</b> 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 Quality of Life								
3.	<b>Who will be affected</b>	Jackson Zoo animals, staff, maintenance facilities and vendors.								
4.	<b>Benefits</b>	To ensure payments are made in a timely manner, to prevent interruption of service.								
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.								
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Ward 5  No								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation & the Jackson Zoo.								
8.	<b>COST</b>	On a per vendor basis for a term period of October 1, 2021 through September 30, 2022. Costs and rates vary, based on the quantity, weight and other factors. Each vendor shall be paid up to and not to exceed the amounts listed above in the chart.								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Various Accounts								
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	_____	No	_____	N/A	X
		AABE	_____	%	WAIVER	_____	No	_____	N/A	X
		WBE	_____	%	WAIVER	_____	No	_____	N/A	X
		HBE	_____	%	WAIVER	_____	No	_____	N/A	X
		NABE	_____	%	WAIVER	_____	No	_____	N/A	X



Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** September 1, 2021  
**RE:** Jackson Zoo Vendors – (Without Contracts)  
October 1, 2021 thru September 30, 2022

---

This is an Order amending Order authorizing the payment to various vendors for the Jackson Zoo from October 1, 2021 through September 30, 2022.

Each vendor shall be paid up to and not to exceed the amounts listed in the Jackson Zoo vendor chart.

The Department of Parks and Recreation & the Jackson Zoo, recommends that this Order is accepted.

Thank you.

IBHjr/pb



Office of the City Attorney

Post Office Box 2779  
Jackson, Mississippi 39201-0279  
Telephone: (601) 960-1790  
Facsimile: (601) 960-1750

*[Handwritten signature]*  
9-8-21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOO FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022** is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature]*  
\_\_\_\_\_  
Mónica D. Allen, *City Attorney*  
James Anderson, *Special Assistant*

9-8-2021  
DATE



**ORDER RATIFYING THE ACCEPTANCE OF PORTABLE RESTROOM FACILITIES WITH HAND SANITIZERS DELIVERED TO GROVE PARK ATHLETIC BALLFIELDS BY MCGRAW "GOTTA GO" AND AUTHORIZING THE PAYMENT FOR THE SAME. (HARRIS, LUMUMBA)**



**WHEREAS**, the City of Jackson, Department of Parks and Recreation provided emergency restroom facilities to support the Grove Park Little Leagues games, when restrooms were out-of-order; and

**WHEREAS**, in furtherance to the City of Jackson, the Department of Parks and Recreation provided four (4) portable restroom facilities with hand sanitizers at the Grove Park athletic ballfields, July 17 - July 28, 2021; and

**WHEREAS**, McGraw "Gotta Go" delivered four (4) portable restroom facilities with hand sanitizers to the Grove Park athletic ballfields, July 17 - July 28, 2021; and

**WHEREAS**, the amount did not exceed Four Hundred Dollars (\$400.00); and

**WHEREAS**, the Department of Parks and Recreation believes honoring Invoice 50222C in the amount of Four Hundred Dollars (\$400.00), payable to McGraw "Gotta Go", is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the acceptance of four (4) portable restroom facilities with hand sanitizers delivered to the Grove Park Athletic Ballfields, July 17 – July 28, 2021, is hereby ratified.

**IT IS, FURTHER ORDERED** that payment of Invoice 50222C for said portable restroom facilities with hand sanitizers in the amount of Four Hundred Dollars (\$400.00) from McGraw "Gotta Go" is hereby authorized.

Agenda Item #17  
Agenda Date September 14, 2021  
(HARRIS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**09-02-21**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>							
1.	<b>Brief Description</b>	Order ratifying a request for payment to McGraw "Gotta Go" for four (4) emergency portable restroom facilities at the Grove Park athletic ballfields July 17 – July 28, 2021.							
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life							
3.	<b>Who will be affected</b>	Grove Park Little League players, families and guests.							
4.	<b>Benefits</b>	Provided four (4) emergency restroom facilities with hand sanitizers to accommodate league play at the Grove Park athletic ballfields.							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval							
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 4							
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation							
8.	<b>COST</b>	Four Hundred Dollars (\$400.00)							
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation – Account No. 005-504.10-6514							
10.	<b>EBO participation</b>	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 _____	X X X X X	

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Dept. of Parks & Recreation  
**Date:** September 2, 2021  
**Re:** McGraw "Gotta Go" – Emergency Portable Restroom Facilities.

---

Order ratifying a request for payment to McGraw "Gotta Go" for four (4) emergency portable restroom facilities at the Grove Park athletic ballfields July 17 – July 28, 2021.

The City of Jackson, Department of Parks and Recreation provided emergency restroom facilities to support the Grove Park Little Leagues games, when restrooms were out-of-order.

The Department of Parks and Recreation believes honoring payment of Invoice 50222C for said portable restroom facilities with hand sanitizers in the amount of Four Hundred Dollars (\$400.00) from McGraw "Gotta Go" is in the best interest of the City of Jackson.

IBHjr/pb

**McGraw "Gotta Go"**  
**P. O. BOX 267**  
**FLORA, MS 39071**  
**601-879-3969**

# INVOICE

**BILL TO**

**CITY OF JACKSON- PARKS AND REC**  
**P.O. BOX 17**  
**JACKSON, MS 39205**

DATE	INVOICE #
7/19/2021	50222C

P.O. NO.	TERMS	JOB
	DUE ON RECEIPT	GROVE PARK JACKSON

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
PORTAJOHN	4	SPECIAL EVENT TOILETS with HAND SANITIZERS INSIDE 7/17-7/28/21 BY STEVE NO LONGER ON SITE DELIVERED BY HENRY 6/19/21- GROVE PARK-NORTHSIDE DRIVE- ORDERED BY SANDRA 601-960-1848 **SERVICE UNIT 1X WEEK**--in 6/19/21 order of director hjarris 601-540-2230 on 6/17/21 steve pickcd up	100.00	400.00
DELIVERY PICKUP	1	EMERGENCY DELIVERY 1X CHARGE PICKUP- UNIT STILL THERE-redcliver emergency on sat ORDER OF ATHLETIC DIRECTOR SANDRA BELL GAVE PO 601-960-1848		0.00
		IN BY STEVE 7/28/21 NO LONGER ON SITE -11 DAYS INTO RENTAL PICKED UP THEY OWE		0.00

**We Now Accept All Major Credit Cards...Call us with your Credit Card Number for Fast Easy Payment**

**Total \$400.00**

Emergency #'s	Fax #	E-mail	Web Site
601.566.0196 601.624.3342	601.879-3966	gottago@tecinfo.com	www.gottagotollets.com

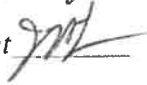
Office of the City Attorney

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 PORTABLE RESTROOM FACILITIES WITH HAND SANITIZERS DELIVERED TO GROVE PARK ATHLETIC BALLFIELDS BY MCGRAW "GOTTA GO" AND AUTHORIZING THE PAYMENT FOR THE SAME** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney

James Anderson, Special Assistant 

  
\_\_\_\_\_  
DATE





**ORDER AUTHORIZING PAYMENT TO M&R PROTECTIVE SYSTEMS, INC.  
FOR SERVICES RENDERED.**

**WHEREAS**, the City of Jackson Police Department has fire alarm systems in various locations throughout the City, and

**WHEREAS**, M&R Protective Systems, Inc. provides monitoring and maintenance services on said systems, and

**WHEREAS**, M&R Protective Systems, Inc. provided monitoring services at Internal Affairs at a cost of \$288 from December 2019 through December 2020, and

**WHEREAS**, M&R Protective Systems, Inc. also provided maintenance service on the system located at our Westland Plaza location at a cost of \$103, and

**WHEREAS**, Jackson Police Department has sufficient funds budgeted in its general fund to pay for these services.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to pay M&R Protective Systems, Inc. \$391.00 for services rendered.

**APPROVED FOR AGENDA:**

Agenda Item #18  
Agenda Date September 14, 2021  
(DAVIS, LUMUMBA)

OFFICE OF THE  
CLERK  
CITY OF JACKSON

POINTS		COMMENTS			
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE PAYMENT TO M&R PROTECTIVE SYSTEMS, INC FOR SERVICES RENDERED.			
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	CITY OF JACKSON EMPLOYEES			
4.	<b>Benefits</b>	TO ENSURE THE SAFETY AND SECURITY OF CITY OF JACKSON EMPLOYEES THROUGH THE MONITORING AND MAINTENANCE OF FIRE ALARM SYSTEMS			
5.	<b>Schedule (beginning date)</b>	IMMEDIATELY, UPON COUNCIL APPROVAL			
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS	CITY WIDE	N/A	
7.	<b>Action implemented by:</b> ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT	CITY LEGAL		
8.	<b>COST</b>	\$391.00			
9.	<b>Source of Funding</b> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	General Fund 001.442.16.6419 (\$288) and 001.442.24.6419 (\$103)			
10.	<b>EBO participation</b>	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 _____


Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James E. Davis, Chief of Police  9-2-21

**Date:** September 2, 2021

**Subject:** ORDER AUTHORIZING PAYMENT TO M & R PROTECTIVE SYSTEMS, INC.  
FOR SERVICES RENDERED

---

It is my recommendation that the City of Jackson is authorized to pay M&R Protective Systems, Inc. for \$391.00 for maintenance services and monitoring services of fire alarm at the Internal Affairs department.

If you have any questions, or need additional information, please feel free to contact me.

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1786

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING PAYMENT TO M & r PROTECTIVE SYSTEMS, INC. FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney

James Anderson, Special Assistant 

9-3-201  
\_\_\_\_\_  
DATE

M&P PROTECTIVE SYSTEMS INC

Invoice

1414 WADE PATRICK RD.  
 BRANDON, MS 39042  
 601-825-5003

DATE	INVOICE NO.
7/22/2020	11973

<b>BILL TO</b>
CITY OF JACKSON FINANCE DIVISION P.O. BOX 17 JACKSON, MS 39205-0017

P O NO	TERMS	REP
	Net 15	MW

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
SECURITY	REPLACE BAD BATTERY AT WESTLAND PLAZA	1	18.00	18.00
LABOR	POLICE PRECINCT	1	85.00	85.00

*Past Due*



<b>SUBTOTAL</b>	\$103.00
<b>TAX (0.00)</b>	\$0.00
<b>Total</b>	\$103.00

M&R PROTECTIVE SYSTEMS INC

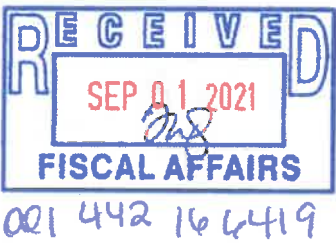
# Invoice

1414 WADE PATRICK RD.  
BRANDON, MS 39042  
601-825-5003

DATE	INVOICE NO
11/26/2020	11632

BILL TO
CITY OF JACKSON FINANCE DIVISION P.O. BOX 17 JACKSON, MS 39205-0017

P.O. NO.	TERMS	REP
	Net 15	MW

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
MONITORING	FIRE ALARM SYSTEM MONITORING INTERNAL AFFAIRS COMPLEX AMITE STREET 12/1/19 - 12/1/20  <i>Past Due</i>  	1	288.00	288.00

	<b>SUBTOTAL</b>	\$288.00
	<b>TAX (0.00)</b>	\$0.00
	<b>Total</b>	\$288.00

Handwritten signature and date: 9/8/2021

**ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI.**

**WHEREAS**, Section 17-25-25 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to dispose of municipal personal property that may be of use or benefit to other municipalities in accordance with Section 31-7-13(m)(vi); and

**WHEREAS**, Section 31-7-13(m)(vi) of the Mississippi Code of 1972, as amended, authorizes the City of Jackson to engage in intergovernmental transfers of vehicles to other municipalities without competition at prices determined to be below market value if the governing authorities for the City of Jackson determine that the transfer at below market value is in the best interest of the citizenry; and

**WHEREAS**, the Office of Mayor has determined that certain City of Jackson owned vehicles may be of use or benefit to the City of Edwards, Mississippi, the City of State Line, Mississippi, the City of Metcalf, Mississippi and the City of Pickens, Mississippi and should be transferred to said municipalities at below market value for no cost; and

**WHEREAS**, the Office of Mayor recommends that the following City of Jackson owned vehicles be transferred at no cost to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens:

PC1514 44240 PATROL 001-442.40-6868 CAR 2009  
FORD CROWN/VIC 2FAHP71V09X134206 3/12/2009 \$20,925.00  
0115 - POLICE PATROL

PC1555 44240 PATROL 001-44240-6868 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV7AX112535 1/28/2010 \$20,995.00  
0056 - POLICE HEADQUARTERS

PC1564 44240 PATROL 001-44240-6868 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV6AX112526 1/28/2010 \$20,995.00  
0056 - POLICE HEADQUARTERS

PC1460 44240 PATROL 001-442.40-6868 PASSENGER CAR 2008  
FORD CROWN VIC 2FAFP71V38X156755 4/16/2008 \$32,202.00  
0115 - POLICE PATROL

PC1493 44240 PATROL 001-44240-6855 CAR 2009  
FORD CRN/VIC 2FAHP71V79X134185 3/12/2009 \$20,925.00  
0115 - POLICE PATROL

PC1397 44240 PATROL 001-442.40-6868 PASSENGER CAR 2007  
FORD CROWN VIC 2FAFP71W47X149031 4/10/2007 \$19,370.00  
0115 - POLICE PATROL

Agenda Item #  
Agenda Date September 14, 2021  
(DAVIS, LUMUMBA)

PC1540 44240 PATROL 001-44240-6855 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV0AX109802 1/28/2010 \$20,995.00  
0115 - POLICE PATROL.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute any and all documents and agreements necessary to transfer at no cost the herein identified City of Jackson owned vehicles to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens.





# Memo

**To:** Mayor Chokwe Antar Lumumba

**From:** Office of Mayor

**Date:** September 8, 2021

**Re:** Intergovernmental Transfer

---

This Order authorizes the Mayor to execute any and all documents and agreements necessary to transfer the herein identified City of Jackson owned vehicles valued at zero dollars, individually and collectively, to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09-08-21

DATE

POINTS		COMMENTS																																																		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI.																																																		
2.	<b>Public Policy Initiative</b> 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	Intergovernmental Transfer																																																		
3.	Who will be affected	Jackson Police Department																																																		
4.	Benefits	Intergovernmental Transfer																																																		
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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"/>	Jackson Police Department																																																		
8.	COST	Intergovernmental Transfer																																																		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Intergovernmental Transfer																																																		
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	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>
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>																																											

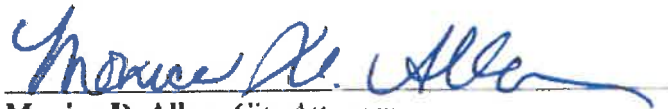
Office of the City Attorney

455 East Capitol Street  
Post Office Box 279  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-3356

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, City Attorney  
Kristen Love, Deputy City Attorney KL

9/2/2021  
DATE



**ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI.**

*City of Jackson  
9/18/2021  
LUMUMBA*

**WHEREAS**, Section 17-25-25 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to dispose of municipal personal property that may be of use or benefit to other municipalities in accordance with Section 31-7-13(m)(vi); and

**WHEREAS**, Section 31-7-13(m)(vi) of the Mississippi Code of 1972, as amended, authorizes the City of Jackson to engage in intergovernmental transfers of vehicles to other municipalities without competition at prices determined to be below market value if the governing authorities for the City of Jackson determine that the transfer at below market value is in the best interest of the citizenry; and

**WHEREAS**, the Office of Mayor has determined that certain City of Jackson owned vehicles may be of use or benefit to the City of Edwards, Mississippi, the City of State Line, Mississippi, the City of Metcalf, Mississippi and the City of Pickens, Mississippi and should be transferred to said municipalities at below market value for no cost; and

**WHEREAS**, the Office of Mayor recommends that the following City of Jackson owned vehicles be transferred at no cost to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens:

PC1514 44240 PATROL 001-442.40-6868 CAR 2009  
FORD CROWN/VIC 2FAHP71V09X134206 3/12/2009 \$20,925.00  
0115 - POLICE PATROL

PC1555 44240PATROL 001-44240-6868 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV7AX112535 1/28/2010 \$20,995.00  
0056 - POLICE HEADQUARTERS

PC1564 44240PATROL 001-44240-6868 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV6AX112526 1/28/2010 \$20,995.00  
0056 - POLICE HEADQUARTERS

PC1460 44240 PATROL 001-442.40-6868 PASSENGER CAR 2008  
FORD CROWN VIC 2FAFP71V38X156755 4/16/2008 \$32,202.00  
0115 - POLICE PATROL

PC1493 44240 PATROL 001-44240-6855 CAR 2009  
FORD CRN/VIC 2FAHP71V79X134185 3/12/2009 \$20,925.00  
0115 - POLICE PATROL

PC1397 44240 PATROL 001-442.40-6868 PASSENGER CAR 2007  
FORD CROWN VIC 2FAFP71W47X149031 4/10/2007 \$19,370.00  
0115 - POLICE PATROL

Agenda Item #19  
Agenda Date September 14, 2021  
(DAVIS, LUMUMBA)

PC1540 44240 PATROL 001-44240-6855 PASSENGER CAR 2010  
FORD CROWN VIC 2FABP7BV0AX109802 1/28/2010 \$20,995.00  
0115 - POLICE PATROL.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute any and all documents and agreements necessary to transfer at no cost the herein identified City of Jackson owned vehicles to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens.



# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Office of Mayor  
**Date:** September 8, 2021  
**Re:** Intergovernmental Transfer

---

This Order authorizes the Mayor to execute any and all documents and agreements necessary to transfer the herein identified City of Jackson owned vehicles valued at zero dollars, individually and collectively, to the City of Edwards, the City of State Line, the City of Metcalf and the City of Pickens

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09-08-21

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI.
2.	<b>Public Policy Initiative</b> 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	Intergovernmental Transfer
3.	Who will be affected	Jackson Police Department
4.	Benefits	Intergovernmental Transfer
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"/>	Jackson Police Department
8.	COST	Intergovernmental Transfer
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Intergovernmental Transfer
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

155 East Capitol Street  
Post Office Box 279  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE CITY OF JACKSON TO TRANSFER CERTAIN PERSONAL PROPERTY TO THE CITY OF EDWARDS, STATE LINE, METCALF AND PICKENS, MISSISSIPPI legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney  
Kristen Love, Deputy City Attorney KL

  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY CLERK  
CC

**ORDER GRANTING USB'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

WHEREAS, USB, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS THEREFORE, ORDERED** that USB is hereby (*approved*) a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (*has*) met the necessary criteria for the requested variance.

Agenda Item #20  
Agenda Date September 14, 2021  
(HILLMAN, LUMUMBA)

**IT IS, FURTHER ORDERED** that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (*would*) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (*will*) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Hillman, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/6/21  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	100 Vision Dr. (Ward 7)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	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 ___

Revised 2-04

**STAFF RECOMMENDATION: Approve**


Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:**  Jordan Hillman, Director  
Department of Planning & Development

**DATE:** July 7, 2021

**RE:** Sign Variance

---

USB, located at 100 Vision Drive, is requesting a variance to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

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 GRANTING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *City Attorney*

**Chandra Gayten**, *Deputy City Attorney* Ch

8/31/2021  
DATE

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: 100 Vision Drive  
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

To install signage for a new business located in The District @ Eastover which can be seen by potential customers.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No  
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CM4-1  
If yes, please attach copies of agency findings and decisions.

### VI. APPLICANT'S INFORMATION:

Name: UBS (Cornelius St. Clair)

Mailing Address: 1000 Harbor Blvd

City: Weehawken State: NJ Zip: 07084

Contact Phone: 201-352-4681 Fax: \_\_\_\_\_

Email: Cornelius.StClair@UBS.com



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JUN 17 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY: Same as above

Name: Mitchell Signs, Inc (Betsy Luke)

Mailing Address: 3200 Hwy 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Cell 662-292-0054 Fax:

Email: Betsy.Luke@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S): Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthreality.com

IX. APPLICATION FEE SCHEDULE: \*fees are non-refundable after public hearing

Variance(s) \$450.00

Stephanie Nowell  
Project Manager  
Mitchell Signs, Inc.  
601-482-7471 (office)  
601-553-1524 (direct)  
Stephanie.nowell@mitchellcompanies.com

*Stephanie Nowell*



RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

**DECLARATION:**

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

OEC District, LLC  
By: [Signature] Manager

The District Management Co, LLC  
By: [Signature] Manager

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at \_\_\_\_\_ Jackson, Mississippi

On this the 16<sup>th</sup> day of June, 20 21

STATE OF MISSISSIPPI  
COUNTY OF HINDS

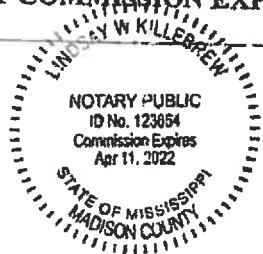
Personally came and appeared before me, the within named:

Breck Hines Breck Hines

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16<sup>th</sup> Day of June, 20 21.

MY COMMISSION EXPIRES:



Lindsay W. Killbrow  
NOTARY PUBLIC



RECEIVED

JUL - 6 2021

SIGNS/LICENSE DIVISION

UBS Financial Services Inc.  
1000 Harbor Boulevard  
Weehawken, NJ 07086

Tel. 201-352-4681  
Fax 201-352-5858

Cornelius.StClair@UBS.com  
www.ubs.com

June 16, 2021

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for UBS at The District at Eastover


To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. UBS is in the process of opening a new location in the development, however, due to the current zoning of this particular development, the size of signage for tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business' vitality. We feel that allowing UBS to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of our request.

Respectfully,

  
Cornelius StClair 06/16/2021

OEC District, LLC  
The District Land Development Company, LLC  
By: The District Management Co, LLC  
Breck Hines, Manager  
7-1-21



Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

July 7, 2021

UBS

Cornelius St. Clair  
1000 Harbor Blvd  
Weehawken, NJ 07086

Re: USB's Sign Variance Application

Dear Mr. St. Clair:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of USB located at 100 Vision Drive.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that USB is requesting to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager  
Signs & License Division



RECEIVED

JUN 17 2021

SIGN/LICENSE DIVISION

APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET-JACKSON, MS 39201
601-960-1154

CITY OF JACKSON ZONING DIVISION
Date 6-18-21
Zone CMU-1
Approved By [Signature]
Note

DATE RECEIVED IN OFFICE:

Form with sections: CONTRACTOR/ERECTOR, LOCATION/ADDRESS OF SIGN, GROUND-MOUNTED, BUILDING-MOUNTED, TYPE OF LIGHTING, WORDING ON SIGN(S), ZONING CLASS. Includes handwritten details for Mitchell Signs, Inc. and UBS.

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Signature: Stephen Novel 6/7/21
Applicant's Signature Date

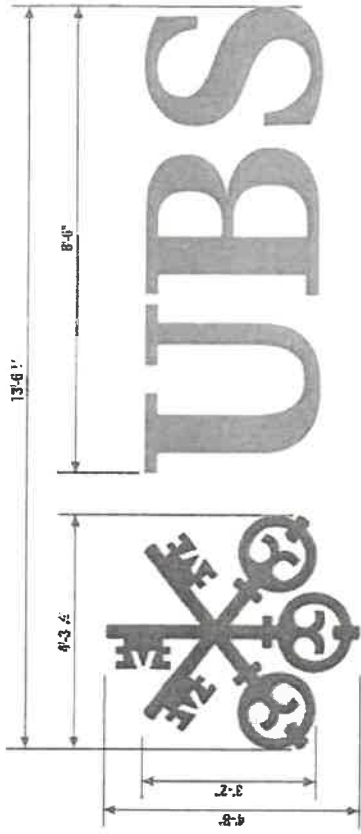
Sign and License Division Manager

RECEIVED

NOV 17 2021

SIGNS/LICENSE DIVISION

Reverse Illuminated Channel Logo & Letters



FRONT VIEW  
SCALE: 3/8" = 1'-0"



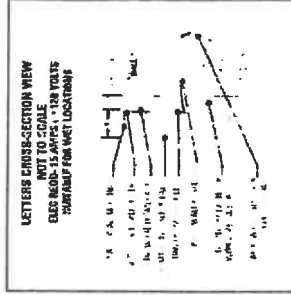
SIDE VIEW  
SCALE: 1/2" = 1'-0"

SQUARE FOOTAGE: 63.28'  
(1-QTY)

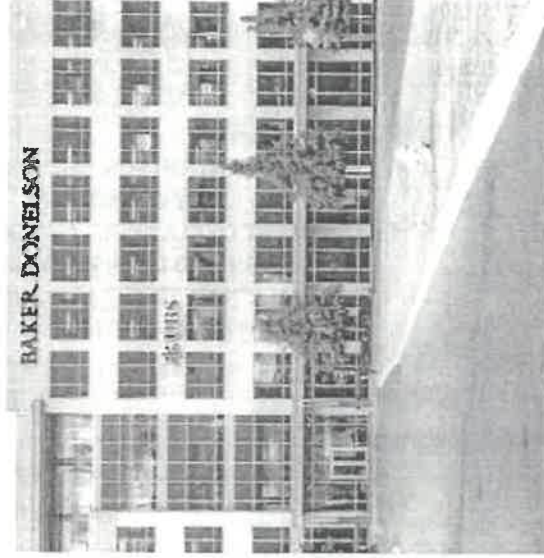
REVERSE ILLUMINATED 4" DEEP X 56" KEYS LOGO, BLACK RETURNS & RETURNS, WHITE LED'S.  
REVERSE ILLUMINATED 4" DEEP X 38" UBS LETTERS, PMS 485C RED FACES & RETURNS, WHITE LED'S  
LOGO AND LETTERS TO BE INDIVIDUALLY MOUNTED TO EXTERIOR WALL WITH 2" SPACERS.

SURVEY OF SIGNAGE AREA REQUIRED BEFORE PRODUCTION.

BLACK RETURNS & FACES  
PMS 485 RETURNS & FACES



NOT TO SCALE



DATE: 11/17/21	DATE: 11/17/21
PROJECT: UBS	PROJECT: UBS
CLIENT: UBS	CLIENT: UBS
DESIGNER: UBS	DESIGNER: UBS
INSTALLER: UBS	INSTALLER: UBS

MITCHELL SIGNS  
2221 W. MITCHELL BLVD.  
MILWAUKEE, WI 53227  
TEL: 414.441.1111  
WWW.MITCHELLSIGNS.COM

**RECEIVED**

**JUN 17 2021**

**SIGNS/LICENSE DIVISION**

**Legal Description:**

**A portion of Lot 2 of the District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.**



RECEIVED

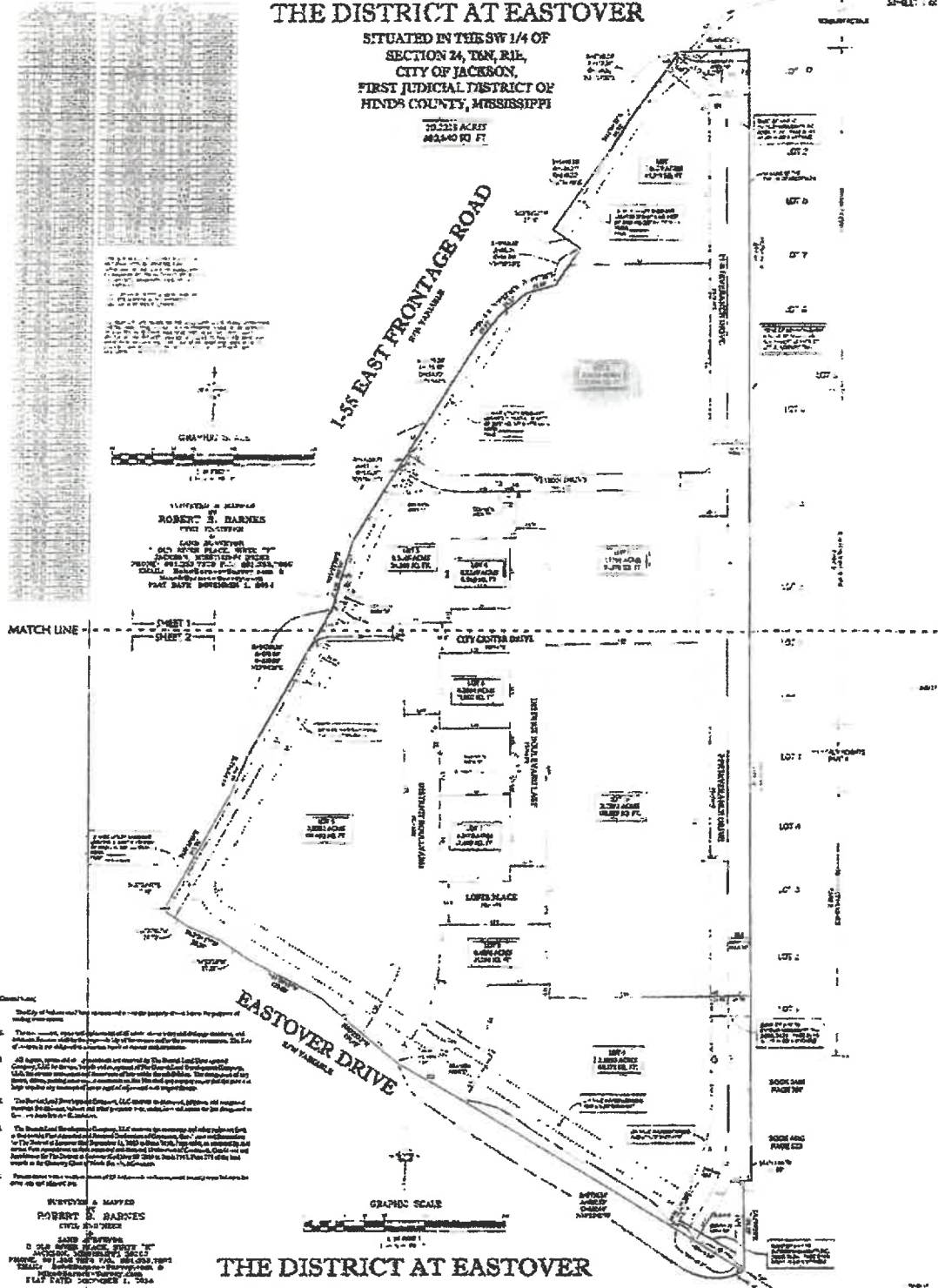
MAY 17 2021

SIGNS/LICENSE DIVISION

# THE DISTRICT AT EASTOVER

SITUATED IN THE SW 1/4 OF SECTION 24, T8N, R1E, CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

70.2223 ACRES  
282,540 SQ. FT.



**SURVEYOR & MAPPER**  
**ROBERT S. BARNES**  
 CIVIL ENGINEER  
 1015 NORTH PLACE, SUITE 100  
 JACKSON, MISSISSIPPI 39204  
 PHONE: 601.353.7279 FAX: 601.353.7860  
 www.robertsbarnes.com  
 PLAT DATED DECEMBER 1, 2014

**THE DISTRICT AT EASTOVER**

**SURVEYOR & MAPPER**  
**ROBERT S. BARNES**  
 CIVIL ENGINEER  
 1015 NORTH PLACE, SUITE 100  
 JACKSON, MISSISSIPPI 39204  
 PHONE: 601.353.7279 FAX: 601.353.7860  
 www.robertsbarnes.com  
 PLAT DATED DECEMBER 1, 2014

# THE DISTRICT AT EASTOVER

25-001-1-023



**ORDER DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

**WHEREAS**, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

**WHEREAS**, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

**WHEREAS**, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

**WHEREAS**, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

**WHEREAS**, USB, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 63square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS, THEREFORE, ORDERED** that USB is hereby (*denied*) a variance from the Sign Ordinance regulations to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant (*has not*) met the necessary criteria for the requested variance.

Agenda Item #21  
Agenda Date September 14, 2021  
(HILLMAN, LUMUMBA)

**IT IS, FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (*would not*) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (*will not*) confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#  
Date:

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/6/21  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	To erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.																																													
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	N/A																																													
4.	<b>Benefits</b>	N/A																																													
5.	<b>Schedule (beginning date)</b>	N/A																																													
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	100 Vision Dr. (Ward 7)																																													
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8.	<b>COST</b>	N/A																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																													
10.	<b>EBO participation</b>	<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><u>X</u></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><u>X</u></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><u>X</u></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><u>X</u></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><u>X</u></td> </tr> </table>	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>
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>																																							

Revised 2-04

**STAFF RECOMMENDATION: Approve**

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** *JH* Jordan Hillman, Director  
Department of Planning & Development

**DATE:** July 7, 2021

**RE:** Sign Variance

---

USB, located at 100 Vision Drive, is requesting a variance to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.


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 DENYING UBS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 63 SQUARE FOOT BUILDING SIGN WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)** is legally sufficient for placement in NOVUS Agenda. CR

  
\_\_\_\_\_  
**Monica D. Allen**, *City Attorney*  
**Chandra Gayten**, *Deputy City Attorney* CG

  
\_\_\_\_\_  
**DATE**

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.: \_\_\_\_\_

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 100 Vision Drive  
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

To install signage for a new business located in The District  
@ Ecotour which can be seen by potential customers.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? No  
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? \_\_\_\_\_ If yes, please attach copies

V. What is the Zoning classification of property? CMU-1  
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: UBS (Cornelius St. Clair)

Mailing Address: 1000 Harbor Blvd

City: Weehawken State: NJ Zip: 07084

Contact Phone: 201-352-4681 Fax: \_\_\_\_\_

Email: Cornelius.StClair@UBS.com

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:        Same as above

Name: Mitchell Signs, Inc (Betsy Luke)

Mailing Address: 3200 Hwy 45 N

City: Meridian State: MS Zip: 39301

Contact Phone: 601-482-7471 Cell 662-292-0054 Fax: 662-292-0054

Email: Betsy.Luke@mitchellcompanies.com

VIII. CURRENT PROPERTY OWNER(S):        Same as above

Name: The District Land Development Company, LLC

Mailing Address: 308 East Pearl Street, Suite 200

City: Jackson State: MS Zip: 39201

Email: district@duckworthrealty.com

IX. APPLICATION FEE SCHEDULE: \*fees are non-refundable after public hearing

Variance(s) \$450.00

Stephanie Nowell  
Project Manager  
Mitchell Signs, Inc.  
601-482-7471 (office)  
601-553-1524 (direct)  
Stephanie.nowell@mitchellcompanies.com

*Stephanie Nowell*









RECEIVED

JUL - 6 2021

SIGNS/LICENSE DIVISION

UBS Financial Services Inc.  
1000 Harbor Boulevard  
Weehawken, NJ 07086

Tel. 201-352-4681  
Fax 201-352-5858

Cornelius.StClair@UBS.com  
www.ubs.com

June 16, 2021

City of Jackson  
Department of Planning & Development  
Sign and License Division  
200 South President Street / P.O. Box 17  
Jackson, MS 39205-0017

Re: Permanent Signage for UBS at The District at Eastover


To Whom It May Concern:

The District at Eastover developers have a vision for a mixed-use city center that will infuse Jackson with the most thoughtful integration of commercial and residential offerings. UBS is in the process of opening a new location in the development, however, due to the current zoning of this particular development, the size of signage for tenant space is limited to 15 total square feet of signage. A sign of this scale will be lost on the wall.

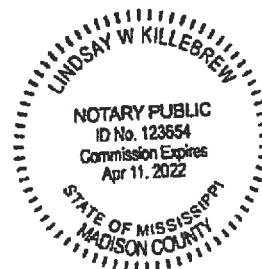
It is our understanding that adjacent tenants have applied and been granted similar requests for larger signs. Signage is an important part of our business' vitality. We feel that allowing UBS to have a sign that fits the space and architecture of the development will also ensure that the sign is visible to their customers.

Thank you for consideration of our request.

Respectfully,

  
Cornelius St. Clair 06/16/2021

OEC District, LLC  
The District Land Development Company, LLC  
By: The District Management Co., LLC  
Breck Hines, Manager  
7-1-21



Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

July 7, 2021

UBS

Cornelius St. Clair  
1000 Harbor Blvd  
Weehawken, NJ 07086

Re: USB's Sign Variance Application

Dear Mr. St. Clair:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of USB located at 100 Vision Drive.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that USB is requesting to erect a 63 square foot building sign within a CMU-1 zone which only allows a total of 15 square feet for building signage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman".

Terry Coleman, Manager  
Signs & License Division



CITY OF JACKSON  
ZONING DIVISION

Date 6-18-21

Zone CMU-1

Approved By [Signature]

Note \_\_\_\_\_

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Mitchell Signs, Inc.</u>		Business Name <u>UBS</u>	
Address <u>3200 Hwy 45 N</u>		Business Address <u>100 Vision Drive</u>	
City <u>Meridian</u> State <u>MS</u> Zip <u>39301</u>		Owner's Name <u>The District Land Development Company</u>	
Phone <u>601-482-7471</u>		Phone <u>601-914-0800</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>BL2016001125</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height _____	Height <u>4' 8"</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <u>13' 6-1/2"</u>	UL# _____	
Length _____	Square Footage <u>63.28'</u>	Sign Material Type: <u>fabricated</u>	
Square Footage _____	Wall Area _____	<u>aluminum</u>	
Wind Pressure _____		<u>Internal white LEDs</u>	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>Logo - UBS</u>		Date Inspected: _____	
<u>Reverse lit channel logo &amp; letters with white</u>		APPROVED <input type="checkbox"/>	
<u>internal led's</u>		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input checked="" type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

[Signature] (6/7/21)  
Applicant's Signature Date

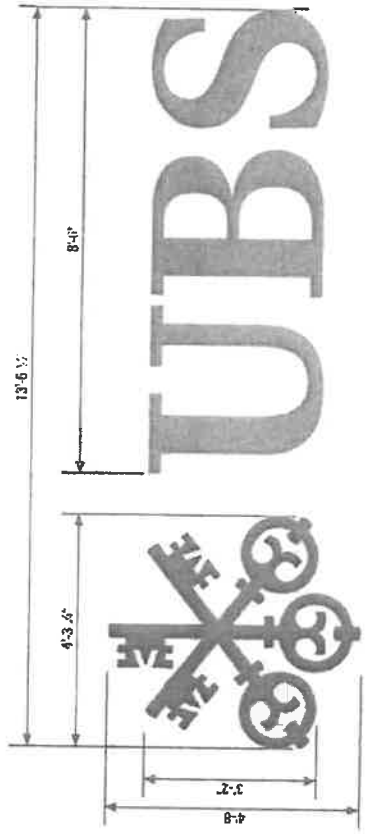
\_\_\_\_\_  
Sign and License Division Manager

RECEIVED

JUN 17 2021

SIGNS/LICENSE DIVISION

Reverse Illuminated Channel Logo & Letters



FRONT VIEW  
SCALE: 1/2" = 1'-0"

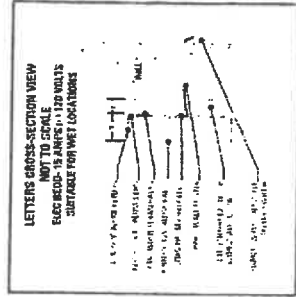
SIDE VIEW  
SCALE: 1/2" = 1'-0"

SQUARE FOOTAGE: 63.28'  
(1-QTY)

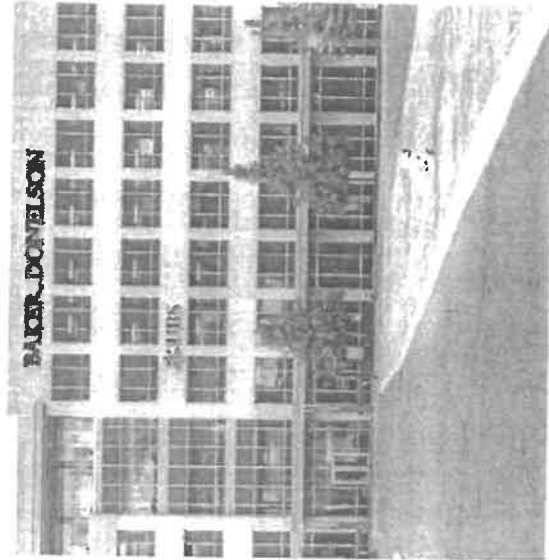
REVERSE ILLUMINATED 4" DEEP X 56" KEYS LOGO, BLACK RETURNS & RETURNS, WHITE LED'S.  
REVERSE ILLUMINATED 4" DEEP X 38" UBS LETTERS, PMS 485C RED FACES & RETURNS, WHITE LED'S  
LOGO AND LETTERS TO BE INDIVIDUALLY MOUNTED TO EXTERIOR WALL WITH 2" SPACERS.

SURVEY OF SIGNAGE AREA REQUIRED BEFORE PRODUCTION.

BLACK RETURNS & FACES      PMS 485 RETURNS & FACES



NOT TO SCALE



CUSTOMER: L-1  
ADDRESS: 1978 10th Street  
CITY: URBANA ILLINOIS 62521-1111

JOB NAME: SIGNAGE FOR BATHY  
CITY/COUNTY: URBANA, ILL.  
DATE: 6/11/21

DATE: 6/11/21  
JOB NO: 1978

APPROVALS





**RECEIVED**

**JUN 17 2021**

**SIGNS/LICENSE DIVISION**

**Legal Description:**

**A portion of Lot 2 of the District at Eastover, a subdivision according to a map or plat thereof recorded in Plat Book 41 at Page 42 in the Office of the Chancery Clerk of Hinds County, Mississippi at Jackson.**

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  
8/25/2021

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7) is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

8/25/2021  
DATE





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7).**

OFFICE OF THE CITY ATTORNEY  
8-18-21  
[Signature]

**WHEREAS**, the City of Jackson ("Grantor") is the owner of real property located in Hinds County and designated as Parcel ID 444-2 in the landroll and recorded in Deed Book 385 Page 166, otherwise designated by the City as Jamie Fowler Boyle Park; and

**WHEREAS**, the Great City MS Foundation ("Grantee") is seeking Grantor's consent to enter the Property for the purpose of inspecting and planning future trail improvements and pedestrian bridge; and

**WHEREAS**, the governing authorities of the City of Jackson find it in the best interest of the City to enter into such agreement.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a Property Access Agreement with Great City MS Foundation whereby the City will grant Great City MS Foundation a non-exclusive, right and privilege to enter the Property ("the Right") from time to time for the purpose of performing inspections, surveying, soil and environmental testing, site tours with project advocates and potential investors, and surface maintenance such as mowing and trimming ("the Work").

**IT IS FURTHER ORDERED** that the Right shall be exercised by Grantee and/or Grantee's agents, employees and representatives, contractors, and its subcontractors only.

**IT IS FURTHER ORDERED** that the Right granted shall not exceed 24 months from the effective date of the Agreement and that prior to entering the Property, Grantee shall provide Grantor with advance notice, but not less than 24-hour notice, as prescribed in the Agreement, and that the Right may be unilaterally terminated by the Grantor upon a two-week notice to the Grantee.

**IT IS FURTHER ORDERED** that Grantee shall indemnify, hold harmless, and defend Grantor from liability for any and all costs, expenses, fees, and/or any other expenditures necessitated by the Work and all Damages connected with the Work.

**IT IS FURTHER ORDERED** that Grantee shall remove any remaining trash, waste, or equipment on any portion of the Property affected thereby, shall return the Property to the condition that existed immediately prior to the effective date of the Property Access Agreement, and shall provide Grantor with a final report relating to any tests or surveys performed pursuant to the Property Access Agreement.

Agenda Item #22  
Agenda Date September 14, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/23/2021**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7)</b>			
2.	<b>Purpose</b>	Explore pedestrian bridge and trail planning across Lakeland Drive.			
3.	<b>Who will be affected</b>	N/A.			
4.	<b>Benefits</b>	Future Trail Expansion and Connectivity			
5.	<b>Schedule (beginning date)</b>	N/A			
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 7			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b>  ▪ <b>Consultant</b>	Department of Planning & Development			
8.	<b>COST</b>	None			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	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>



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor  
**From:** *JRH* Jordan Rae Hillman, AICP, Director  
**Date:** August 23, 2021  
**Subject:** Agenda Item

Attached you will find an item for the agenda approving an access agreement with Great City MS Foundation for site access to Jamie Fowler Boyle Park for the purposes of planning the construction of a trail and pedestrian bridge extending the Museum Trail over Lakeland Drive from LeFleur's Bluff State Park to Jamie Fowler Boyle Park.

Site access is for the purposes of performing inspections, surveying, soil and environmental testing, site tours with project advocates and potential investors.

The Museum to Market Trail currently ends at the Mississippi Children's Museum entrance on Museum Boulevard. The trail is currently planned to be extended northward to Lakeland Drive through non-city investment. The trail will then need to cross Lakeland Drive via a pedestrian bridge and ramp down into Jamie Fowler Boyle Park to meet accessibility standards. The trail will then extend through Jamie Fowler Boyle Park and connect to Smith Wills Stadium, the Mississippi Ag Museum, and the Mississippi Sports Hall of Fame. There is future opportunity to further extend the trail to connect to the existing trail on Eastover Drive.

Currently this project is in the preliminary planning stage and is contingent on fundraising abilities for full implementation.

## Potential Location for a Pedestrian Bridge over Lakeland Drive



**ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE COLONIAL CIRCLE (OLD CANTON ROAD TO TRIANGLE) REPAIR PROJECT (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
8/11/2021  
BW

**WHEREAS**, the City of Jackson solicited seal competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, Inc to supply equipment and labor necessary to repair the street on Colonial Circle (Old Canton Road to Triangle); and

**WHEREAS**, the bid received from Franklin Paving, Inc. in an amount not to exceed \$21,610.00 was the lowest bid and met the specifications; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Franklin Paving, Inc., in an amount not to exceed \$21,610.00, is accepted as the lowest and best bid for the Colonial Circle (Old Canton Road to Triangle) Repair Project consistent with the bid solicitation.

Agenda Item #23  
Agenda Date September 14, 2021  
(KING, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

August 03, 2021

DATE

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description / Purpose</b>	<b>ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE COLONIAL CIRCLE (OLD CANTON ROAD TO TRIANGLE) REPAIR PROJECT (WARD 1)</b>			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	<b>Who will be affected</b>	All Resident on Colonial Circle			
4.	<b>Benefits</b>	Street Infrastructure			
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	This project is located in Ward 1			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	This project is implemented by the Infrastructure Management Division			
8.	<b>COST</b>	\$21,610.00			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	001.451.24.6320			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Charles Williams, Jr., Interim Director  
Department of Public Works

**Date:** August 03, 2021

**Agenda Item:** **ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE COLONIAL CIRCLE (OLD CANTON ROAD TO TRIANGLE) REPAIR PROJECT (WARD 1)**

**Item #:** N/A  
**Council Meeting:** Regular Council Meeting, August 17, 2021  
**Consultant/Contractor:** Franklin Paving, Inc.

**Purpose:** To repair the street on Colonial Circle (Old Canton Road to Triangle).

**Cost:** \$21,610.00

**Project/Contract Type:** **Repair Contract: Colonial Circle Street Repair Project.**

**Funding Source:** **General Fund - 001.451.24.6320**  
**Schedule/Time:** **Upon City Council Approval**  
**DPW Manager:** **Tony Howard**

**Background:** Contractor shall provide all materials, equipment, and labor necessary to repair the street on Colonial Circle.

Office of the City Attorney

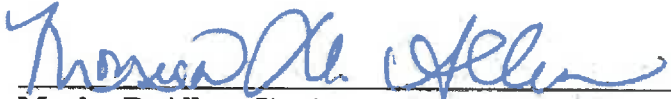

455 East Capitol Street  
Post Office Box 277  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI  
8-11-2021

## OFFICE OF THE CITY ATTORNEY

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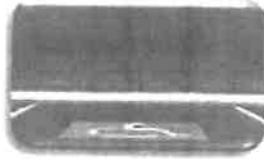
This ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE COLONIAL CIRCLE (OLD CANTON ROAD THE TRIANGLE) REPAIR PROJECT (WARD 1) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, City Attorney  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE







## Proposal and Contract



**Pavement Services, LLC**  
Specialize in Asphalt Overlaying & Striping

Over 25 Years' Experience

Asphalt Patching  
Sealcoating

<b>Proposal Submitted To:</b> City of Jackson	<b>Phone:</b> 601-960-1155	<b>Date:</b> 07/28/2021
<b>Street:</b> 200 S. President Street	<b>Job Name:</b> City of Jackson Proposed Street for Paving Colonial Circle between Old Canton Road	
<b>City:</b> Jackson, MS 39201	<b>Job Location:</b> Ward 1 Jackson, MS	

We hereby submit specifications and estimates for: **Parking Lot Maintenance / Asphalt Overlay**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

**Procedure:** Colonial Circle between Old Canton Road to Clubview Drive including Triangle. Mill beginning and ending for proper tie-ins. Tack and overlay with SC-1 Type (2) Asphalt mix 2" thick.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$38,219.00)**

Payment to be made as follows: **100 % of payment due upon completion (\$38,219.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to a late charge of twenty-five percent (25%) of sold payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.

**ORDER AUTHORIZING FINAL PAYMENT TO DELTA  
CONSTRUCTORS, INC., OPTION NUMBER TWO (2) FOR THE LOST  
LAKE CIRCLE DRAINAGE REPAIR PROJECT. (WARD 6)**

OFFICE OF THE CITY CLERK  
9-18-21  
5232  
ATTORNEY

**WHEREAS**, on August 3, 2021 the City of Jackson accepted Delta Constructors, Inc., bid of \$37,500.00 for the Lost Lake Circle Drainage Repair Project; and

**WHEREAS**, the contact work involved removal and replacement of the existing drainage inlets, RCAP, and asphalt on the Lost Lake Circle within the City of Jackson corporate limits; and

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

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$37,500.00 to Delta Constructors, Inc.; and

**WHEREAS**, the bonding company Ohio Casualty Insurance Company, Attorney-in-fact, surety of performance of the said contract, has authorized release and payment of all money due under said contract.

**IT IS, THEREFORE, ORDERED** that the City make final payment in the amount of \$37,500.00 and release all securities held to Delta Constructors, Inc for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Lost Lake Circle Drainage Repair Project.


Agenda Item #24  
Agenda Date September 14, 2021  
(KING, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 25, 2021

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	<b>Brief Description / Purpose</b>	<b>ORDER AUTHORIZING FINAL PAYMENT TO DELTA CONSTRUCTORS, INC. OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE DRAINAGE PROJECT. (WARD 6)</b>																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	<b>Who will be affected</b>	Citizens of Jackson																																													
4.	<b>Benefits</b>	Drainage Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Project Completed																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Lost Lake Circle																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works																																													
8.	<b>COST</b>	\$37,500.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	214-451-90-6824 																																													
10.	<b>EBO participation</b>	<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	_____																																							
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Marlin King, Interim Director  
Department of Public Works

A handwritten signature in black ink, appearing to read "Marlin King", written over the name in the "From:" field.

**Date:** August 25, 2021

**Agenda Item:** **ORDER AUTHORIZING FINAL PAYMENT TO DELTA CONSTRUCTORS, INC., OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT. (WARD 6)**

**Council Meeting:** Regular Council Meeting, September 14, 2021

**Cost:** \$37,500.00

**Project/Contract Type:** NA

**Funding Source:** General Fund – 214-451-90-6824

**Schedule/Time:** September 14, 2021

**DPW Manager:** Tony Howard

**Background:** Attached you will find an agenda item requesting final payment to Delta Constructors, Inc, for the Lost Lake Circle Drainage Project. The drainage projects consist of removal and replacement of inlets, asphalt and RCAP with a new precise junction box with grates and driveway. Delta Constructors, Inc. has completed the construction, and is requesting final payment in the amount of \$37,500.00.

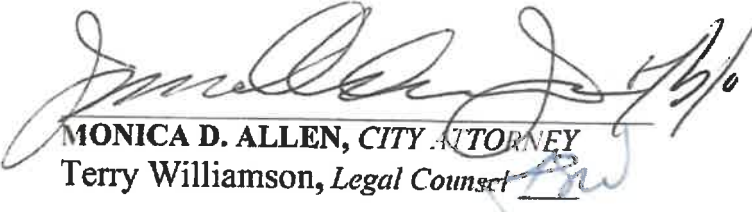
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1794  
Facsimile: (601) 960-1754

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING FINAL PAYMENT TO DELTA CONSTRUCTORS, INC., OPTION NUMBER (2), FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT (WARD 6) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
MONICA D. ALLEN, CITY ATTORNEY  
Terry Williamson, Legal Counsel

9-8-2021  
\_\_\_\_\_  
DATE

REFERENCE:  
 PERIODIC ESTIMATE PERIOD:  
 PERIODIC ESTIMATE NO.:

2125 City of Jackson  
 August 12, 2021  
 NO 1

PROJECT:  
 Drainage Repair at Lost Lake Circle

ITEM	DESCRIPTION	CONTRACT QTY.	UM	U P	CONTRACT AMOUNT	QTY.		EARNED		EARNED TO DATE	
						THIS PERIOD	PRE. PERIOD	THIS PERIOD	PREVIOUS PERIOD		
1.00	Provide And Install approximately 49LF of 18" RCAP Including two new precast curb inlets, asphalt removal Replacement, one new precast junction box with grate at driveway , slect backfill/bedding and traffic control.	1.00	LS	37,500.00	\$37,500.00	1	0	1	\$37,500.00	\$0.00	\$37,500.00

TOTAL PROJECT \$37,500.00

RECOMMENDED FOR PAYMENT \$37,500.00

BY: *Charles Wiley*

DATE: 8/13/2021

TOTAL EARNED-REGULAR WORK \$37,500.00

ADD FOR STORED MATERIALS 0.00

SUBTOTAL \$37,500.00

RETAINAGE @ 0.0% \$37,500.00

SUBTOTAL \$37,500.00

LESS PREVIOUS ESTIMATES \$0.00

NET AMOUNT DUE ESTIMATE \$37,500.00

CONTRACTOR:  
 DELTA CONSTRUCTORS INC.

Remit:  
 Delta Constructors, Inc.  
 PO Box 9545  
 Jackson, MS 39286

BY: *Joe H. Campbell*

DATE: August 12, 2021

JOE H. CAMPBELL, PRESIDENT

2125 City of Jackson  
 August 12, 2021  
 NO 1  
 Drainage Repair at Lost Lake Circle

REFERENCE:  
 PERIODIC ESTIMATE PERIOD:  
 PERIODIC ESTIMATE NO.:

PROJECT:

ITEM	DESCRIPTION	CONTRACT QTY.	UM	U P	CONTRACT AMOUNT	QTY.		EARNED THIS PERIOD	EARNED PREVIOUS PERIOD	EARNED TO DATE
						THIS PERIOD	PRE. PERIOD			
1.00	Drainage Repair at Lost Lake Circle Provide And Install approximately 49LF of 18" RCAP Including two new precast curb inlets, asphalt removal Replacement, one new precast junction box with grate at driveway , slect backfill/bedding and traffic control.	1.00	LS	37,500.00	\$37,500.00	1	0	\$37,500.00	\$0.00	\$37,500.00

RECOMMENDED FOR PAYMENT  
 BY: *Chae Welf*  
 DATE: 8/12/2021

REMIT:  
 Delta Constructors, Inc.  
 PO Box 9545  
 Jackson, MS 39286

CONTRACTOR:  
 DELTA CONSTRUCTORS INC.  
 BY: *Joe H. Campbell*  
 JOE H. CAMPBELL, PRESIDENT  
 DATE: August 12, 2021

TOTAL PROJECT \$37,500.00

TOTAL EARNED-REGULAR WORK \$37,500.00  
 ADD FOR STORED MATERIALS 0.00  
 SUBTOTAL \$37,500.00  
 RETAINAGE @ 0.0%  
 SUBTOTAL \$37,500.00  
 LESS PREVIOUS ESTIMATES \$0.00  
 NET AMOUNT DUE ESTIMATE \$37,500.00





BOND NUMBER **80C204841**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

### CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

TO OWNER:  
*(Name and address)*  
City of Jackson, Mississippi

219 South President Street  
Jackson, MS 39201

PROJECT:  
*(Name and address)*  
Repair Storm Drain  
Lost Lake Circle, Jackson, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Repair Storm Drain

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

The Ohio Casualty Insurance Company  
62 Maple Ave  
Keene, New Hampshire 03431

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Delta Constructors Inc  
PO Box 9545  
Jackson, MS 39286

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 12, 2021  
*(Insert in writing the month followed by the numeric date and year.)*

The Ohio Casualty Insurance Company  
*(Surety)*

Attest:  
*(Signature of Dawn R. Lingen)*



*(Signature of William D. Horne III)*  
*(Signature of authorized representative)*

William D. Horne, III, Attorney-in-fact & Mississippi Resident Agent  
*(Printed name and title)*

# DELTA CONSTRUCTORS, INC.



TELEPHONE 601-939-8732  
FAX 601-939-0867

JACKSON, MISSISSIPPI 39286-9545

P. O. BOX 9545  
email: delta9545@aol.com

August 12, 2021

City of Jackson  
Department of Public Works  
Attn: Charles Williams Jr., PHD, P.E.  
Warren Hood Building 4<sup>th</sup> Floor  
Jackson, MS 39201

Re: Drainage Repair at Lost Lake Circle

Enclosed please find Two (2) original signed copy of the Payment Application No. 1 for the above-mentioned project.

Please advise if additional information is required.

Yours Truly,

Delta Constructors, Inc.

Joe H Campbell, President

#39

OFFICE OF THE CLERK OF THE BOARD OF ALDERMEN  
CITY OF JACKSON, MISSISSIPPI  
AUG 3 2021

**ORDER ACCEPTING THE BID OF DELTA CONSTRUCTORS, INC.  
OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE  
DRAINAGE REPAIR PROJECT (WARD 6)**

**WHEREAS**, the City of Jackson solicited seal competitive bids from two contractors, Delta Constructors, Inc. and Hemphill Construction Company, Inc. to supply materials, equipment, and labor necessary to repair the drainage system on Lost Lake Circle; and

**WHEREAS**, the bid received from Delta Constructors, Inc. for Option number two (2) in an amount not to exceed \$37,500.00 was the lowest bid and met the specifications; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept the bid of Delta Constructors, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Delta Constructors, Inc., for Option number two (2) in an amount not to exceed \$35,500.00, is accepted as the lowest and best bid for the Lost Lake Circle Drainage Repair Project consistent with the bid solicitation.

Agenda Item #39  
Agenda Date: August 3, 2021  
(WILLIAMS, LUMUMBA)



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Charles Williams, Jr., Interim Director  
Department of Public Works

**Date:** July 26, 2021

**Agenda Item:** **ORDER ACCEPTED THE BID OF DELTA  
CONSTRUCTORS, INC OPTION NUMBER TWO (2)  
FOR THE LOST LAKE CIRCLE DRAINAGE  
REPAIR PROJECT, (WARD 6)**

**Council Meeting:** Regular Council Meeting, August 3, 2021

**Purpose:** To repair a storm drainage pipe within Lost Lake Circle.

**Cost:** \$35,500.00

**Project/Contract Type:** NA

**Funding Source:** General Fund – 214-451-90-6824

**Schedule/Time:** August 3, 2021

**DPW Manager:** Tony Howard

**Background:** Contractor shall provide all materials, equipment, and labor necessary to repair the drainage system on Lost Lake Circle.

# DELTA CONSTRUCTORS, INC.

General



Contractors

TELEPHONE 601-939-8732  
FAX 601-939-0867

JACKSON, MISSISSIPPI 39286-0545

P. O. BOX 9545  
email: dcim9545@aol.com

July 19, 2021

via email: cwilliams@jacksonms.gov

City of Jackson  
Attn: Charles Williams  
Warren Hood Bldg. 4th Floor  
200 S. President St. Jackson MS  
Jackson MS 39205

Ph: 960-2090  
Fax: 960-1356

RE: Drainage Repairs at Lost Lake Circle - two locations

In accord with your request, we are pleased to quote the total lump sum amounts for the labor, equipment and material to perform the following items of work:

1. Provide and install approximately 33 LF of 18" RCAP including one new precast curb inlet, asphalt removal/replacement, connection to one existing inlet, select backfill/bedding, and traffic control 1 LS \$ 28,500.00
2. Provide and install approximately 49 LF of 18" RCAP including two new precast curb inlets, asphalt removal/replacement, one new precast junction box with grate at driveway, select backfill/bedding, and traffic control 1 LS \$ 37,500.00

Please advise if further information is required.

Yours very truly,

DELTA CONSTRUCTORS, INC.

  
Joe H. Campbell, President

## TERM BID WORK ORDER

This Contract, made this the 3d day of August, 2021, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta Constructors, Inc. doing business as a Corporation located in Flowood, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Storm Drain at Lost Lake Circle, Jackson, MS, Being more completely described in the Contract Documents.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within three (3) calendar days after the date of the Letter from Director committing to payment for the work ("Commitment Letter") and will complete the same as expeditiously possible.
3. The term "CONTRACT DOCUMENTS" means and includes 2020 Term Bid of CONTRACTOR, CONTRACTOR'S cost estimate, including the CONTRACTOR'S EBO Plan, Term Bid Work Order, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, and Commitment Letter.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Term Bid Work Order in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the 2020 Term Bid unit prices therefor as stated in the 2018 Term Bid of CONTRACTOR, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Thirty Seven Thousand Five Hundred Dollars (\$ 37,500.00 ), in full compensation for furnishing all materials, the doing of all work contemplated under the Term Bid Work Order, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Term Bid Work Order.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Term Bid Work Order as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Term Bid Work Order.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Supplements and Amendments to the General Provisions.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds, or insurance contracts or agreements.
8. Attached hereto and made a part of this Term Bid Work Order is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Thirty Seven Thousand Five Hundred Dollars (\$ 37,500.00 ).
9. Attached hereto and made a part of this Term Bid Work Order is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Thirty Seven Thousand Five Hundred Dollars (\$ 37,500.00 ).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Term Bid Work Order, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Term Bid Work Order may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Term Bid Work Order shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBES, and ABES) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.
  - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.



- g. Adoption of the Equal Business Opportunity Plan submitted with this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly a report on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the completion of the work performed under in this agreement.
18. The CONTRACTOR further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;
  - b. Withholding of all future payments under the involved project until it is determined that the CONTRACTOR is in compliance.
  - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
  - d. Cancellation of the eligible project.
19. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of page left blank intentionally)

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Term Bid Work Order in \_\_\_\_ ( ) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Delta Constructors, Inc.  
CONTRACTOR

BY   
Mayor

By:   
Joe H. Campbell

ATTEST   
City Clerk

ATTEST 

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, Andrew L. Coleman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Term Bid Work Order; that Joe H. Campbell, who signed said Term Bid Work Order on behalf of the CONTRACTOR was then President of said Corporation; that said Term Bid Work Order was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.



Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

Notary Seal

State of \_\_\_\_\_

My Commission Expires:

## **GENERAL INSTRUCTIONS FOR BONDS**

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Term Bid Work Order in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.



**Liberty Mutual.**

SURETY

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Delta Constructors, Inc  
PO Box 9545  
Jackson, MS 39286

**SURETY:**

*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
62 Maple Avenue  
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

**Mailing Address for Notices**

Liberty Mutual Surety Claims  
P.O. Box 34526  
Seattle, WA 98124

**CONSTRUCTION CONTRACT**

Date: *August 3, 2021*

Amount: \$37,500.00

**Description:**

*(Name and location)*

Repair Storm Drain  
Lost Lake Circle, Jackson, MS

**BOND**

Date: *August 4, 2021*

*(Not earlier than Construction Contract Date)*

Amount: \$37,500.00

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Delta Constructors Inc.

**SURETY**

Company: *(Corporate Seal)*  
The Ohio Casualty Insurance Company

Signature:

Name and Title: Joe H. Campbell, President

Signature:

Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Arthur J. Gallagher Risk Management Services, Inc.

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Paula R. Wells; Rance Lynette Martin; Tina Meyers; Walter B. Wellington; William D. Horne, III; William D. Horne, Jr.

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE CITY OF JACKSON PUBLIC WORKS DEPARTMENT STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN.**

**WHEREAS,** The City of Jackson’s Strategic Plan – “Investing in The Inherent Dignity of Every Citizen of Jackson”, contains elements for synchronous alignment regarding addressing the critical infrastructure needs of the city and building a pathway to Human Dignity through five Goals and Initiatives; and

**WHEREAS,** The Strategic Capital Infrastructure Improvement Plan is a comprehensive plan for projects developed by the Department of Public Works (DPW) in consultation with the 1% Municipal Sales Tax Commission which will implement projects approved within the master plan; and

**WHEREAS,** The City of Jackson is confronting seemingly insurmountable challenges in meeting its basic infrastructure needs due to decades of deferred maintenance, combined with loss of jobs and a shrinking tax base have resulted in crumbling streets and deteriorating water, wastewater, and stormwater systems.; and

**WHEREAS,** Public Works officials are compelled to spend enormous amounts of limited capital dollars addressing major maintenance issues that provide temporary patches, when these resources should be spent on capital improvements that bring long-term value; and

**WHEREAS,** Since March 2013, the City has been under a Consent Decree agreement with USEPA and the MDEQ, requiring the City to undertake an estimated \$700 million in wastewater system improvements over a period of 17.5 years, to bring the City into compliance with the Clean Water Act and prevent contaminated discharges into the Pearl River; and

**WHEREAS,** In 2018 the Mississippi Legislature enacted legislation creating the Capitol Complex Improvement Fund and to make deposits to the fund to be used by the Department of Finance and Administration to make improvements within the Capitol Complex District; and

**WHEREAS,** The scope of the Strategic Capital Infrastructure Improvement Plan includes street, curb and gutter reconstruction/resurfacing/repairs, bridge construction/reconstruction/repair, surface water drainage system reconstruction/repair, street lighting installation/replacement, traffic signal installation/replacement, water and sewer line installation/replacement/rehabilitation, public park and public rights-of-way reconstruction/repair, sidewalk reconstruction/repair/landscaping, relocation of power and communication lines underground, and other infrastructure, public safety and similar improvements as deemed necessary by the DPW;

**NOW, THEREFORE, BE IT RESOLVED** that the governing authorities of the City of Jackson, Mississippi formally support the Department of Public Works Strategic Capital Infrastructure Improvement Plan.

Agenda Item #25  
Agenda Date September 14, 2021  
(JACKSON CITY COUNCIL)

