



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
October 12, 2021  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR STAN JOHNSON - NEW HORIZON CHURCH INTERNATIONAL**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDER GRANTING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 4) (HILLMAN, LUMUMBA)**
3. **ORDER DENYING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 4) (HILLMAN, LUMUMBA)**
4. **ORDER GRANTING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 1) (HILLMAN, LUMUMBA)**
5. **ORDER DENYING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE.(WARD 1) (HILLMAN, LUMUMBA)**
6. **ORDER GRANTING THE RESIDENCES AT GLEN OAKS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 5) (HILLMAN, LUMUMBA)**
7. **ORDER DENYING THE RESIDENCES AT GLEN OAKS' REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 5) (HILLMAN, LUMUMBA)**

**INTRODUCTIONS**

## PUBLIC COMMENTS

### CONSENT AGENDA

8. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2014-1829 – 3424 LAMPTON AVENUE – \$8,200.00. (WARD 3) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1143 – 3463 ROSEMARY AVENUE – \$1,363.00. (WARD 6) (HILLMAN, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1785 – 2114A THOUSAND OAKS – \$2,250.00. (WARD 4) (HILLMAN, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1556 – 823 ALVAREDO ST – \$1,540.00. (WARD 6) (HILLMAN, LUMUMBA)**

## INTRODUCTION OF ORDINANCES

### REGULAR AGENDA

13. **CLAIMS (HORTON, LUMUMBA)**
14. **PAYROLL (HORTON, LUMUMBA)**

15. **ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE 2021 AUDIT AND AUTHORIZING THE MAYOR TO EXECUTE SAID DOCUMENT. (HORTON, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH AZTECA SYSTEM, INC., FOR MAINTENANCE OF SOFTWARE SYSTEM. (HORTON, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A BASIC CLIENT SUPPORT AGREEMENT RENEWAL WITH AVTEX SOLUTIONS, LLC FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER. (HORTON, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE CORPORATION, FOR THE INSTALLATION OF EQUIPMENT TO CERTAIN ANTENNA SITES. (HORTON, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO APPOINT DR. LEMIA JENKINS THOMPSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
20. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF FLORINE KEELER TO THE PLANNING BOARD. (LUMUMBA)**
21. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CASSANDRA WELCHIN TO THE PLANNING BOARD. (LUMUMBA)**
22. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF SAMUEL MITCHELL TO THE PLANNING BOARD. (LUMUMBA)**
23. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MICHAEL BOOKER TO THE PLANNING BOARD. (LUMUMBA)**
24. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JOYCE JACKSON TO THE PLANNING BOARD. (LUMUMBA)**
25. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ERIC NORWOOD TO THE PLANNING BOARD. (LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OCTAGON GROUP, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021. (LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021. (LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO ISSUE AN AMERICAN RESCUE PLAN FUNDS TRANSFER TO THE BEAN PATH TO RESPOND TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY. (WRIGHT, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK THE 360 BOOTH DURING THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021. (WRIGHT, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART EVENT**

**FACILITY AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART (MMA) TO HOST THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL ON OCTOBER 24, 2021. (WRIGHT, LUMUMBA)**

31. **ORDER RATIFYING THE ACCEPTANCE OF PROMOTIONAL SERVICES PROVIDE THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25 AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WRIGHT, LUMUMBA)**
32. **ORDER RATIFYING THE ACCEPTANCE OF INSTRUCTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021 AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WRIGHT, LUMUMBA)**
33. **ORDER RATIFYING THE TECH JXN 2021 CONFERENCE & FESTIVAL HELD ON SEPTEMBER 23-25, 2021. (WRIGHT, LUMUMBA)**
34. **ORDER RATIFYING THE ACCEPTANCE OF PRINTING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021 AND AUTHORIZING EXPENDITURES RELATED HERETO. (WRIGHT, LUMUMBA)**
35. **ORDER RATIFYING THE ACCEPTANCE OF MARKETING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021 AND AUTHORIZING PAYMENT FOR SAID SERVICES. (WRIGHT, LUMUMBA)**
36. **ORDER RATIFYING AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2021 CONFERENCE AND FESTIVAL ON SEPTEMBER 23-25, 2021 AND AUTHORIZING PAYMENT. (WRIGHT, LUMUMBA)**
37. **RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2021B (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED DOLLARS (\$5,500,000.00) TO (I) RAISE FUNDS FOR ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE ALL PURSUANT 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 ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$5,500,000.00 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2021B (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE**

- "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS. (KIDD, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (MARTIN, LUMUMBA)**
39. **ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AKA THE SONNY GUY GOLF COURSE BETWEEN JUNE 16, 2021 AND JUNE 27, 2021 AUTHORIZING PAYMENT FOR SAID SERVICES. (HARRIS, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE IMAGINE DREAM BELIEVE COMMUNITY DEVELOPMENT CORPORATION, FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
41. **ORDER ACCEPTING THE DONATION OF \$1,000.00, FROM UNITED HEALTHCARE SERVICES, INC., TO PURCHASE TROPHIES AND AWARD MEDALS FOR THE 2021 MIND, BODY AND SOUL VIRTUAL RACE. (WARD 1) (HARRIS, LUMUMBA)**
42. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND YOU FOR YOUTH, INC., FOR THE LEASE AND USE OF AN AFTERSCHOOL PROGRAM AT THE JAYNE AVENUE COMMUNITY CENTER. (HARRIS, LUMUMBA)**
43. **ORDER APPROVING THE JACKSON FIRE DEPARTMENTS USE OF MUNICIPAL EQUIPMENT AND PERSONNEL TO ADVERTISE AND BRING INTO FAVORABLE NOTICE THE CITY OF JACKSON DURING THE JACKSON STATE UNIVERSITY'S HOMECOMING PARADE ON OCTOBER 16, 2021. (OWENS, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A HURRICANE SIMULATOR REVENUE SHARE AGREEMENT (RSA) WITH o8o LEASING, LLC, OCTOBER 2021 THROUGH OCTOBER 2023 TO BE USED BY JACKSON ZOO. (HARRIS, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C550i COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ADMINISTRATION DIVISION. (OWENS, LUMUMBA)**
46. **ORDER GRANTING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE.(WARD 4) (HILLMAN, LUMUMBA)**
47. **ORDER DENYING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN**

- A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 4) (HILLMAN, LUMUMBA)**
48. **ORDER GRANTING THE RESIDENCES AT GLEN OAKS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 5) (HILLMAN, LUMUMBA)**
49. **ORDER DENYING THE RESIDENCES AT GLEN OAKS' REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 5) (HILLMAN, LUMUMBA)**
50. **ORDER GRANTING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE. (WARD 1) (HILLMAN, LUMUMBA)**
51. **ORDER DENYING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE.(WARD 1) (HILLMAN, LUMUMBA)**
52. **ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS. (HILLMAN, LUMUMBA)**
53. **ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS. (HILLMAN, LUMUMBA)**
54. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339, \$15,567,320.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (HILLMAN, LUMUMBA)**
55. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR AMERICAN RESCUE PLAN ADDITIONAL ASSISTANCE IN THE AMOUNT OF \$10,418,112.00. (HILLMAN, LUMUMBA)**
56. **ORDER AUTHORIZING THE CITY OF JACKSON TO BECOME THE RESPONSIBLE ENTITY FOR ENVIRONMENTAL REVIEWS NECESSARY**

**FOR HABITAT FOR HUMANITY, MISSISSIPPI CAPITAL AREA'S SELF-HELP HOMEOWNERSHIP OPPORTUNITY PROGRAM (SHOP) FUNDED PROJECTS AND SERVE AS THE CERTIFYING OFFICER FOR SAID PROJECTS. (ALL WARDS) (HILLMAN, LUMUMBA)**

57. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH NEW WAY MISSISSIPPI, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
58. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR ROUTE PLANNING RESTORATION PROGRAM IN THE AMOUNT OF \$1,000,000.00.(HILLMAN, LUMUMBA)**
59. **ORDER AMENDING JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FOR THE HOME FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00. (WARD 5) (HILLMAN, LUMUMBA)**
60. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF JACKSON AND VOICE OF CALVARY MINISTRIES TO IMPLEMENT THE 2018 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS TO PROVIDE DOWN PAYMENT ASSISTANCE. (ALL WARDS) (HILLMAN, LUMUMBA)**
61. **ORDER RATIFYING PURCHASES OF NECESSARY PARTS, EQUIPMENT AND SERVICES FROM DUNCAN PARKING TECHNOLOGIES, INC., UNDER A SIXTY-MONTH TERM CONTRACT AND AUTHORIZING PAYMENT TO SAID VENDOR. (WARD 7) (HILLMAN, LUMUMBA)**
62. **ORDER AUTHORIZING PAYMENT FOR CERTAIN NECESSARY, PARTS, EQUIPMENT, AND SERVICES TO BE PROVIDED BY DUNCAN PARKING TECHNOLOGIES, INC., DURING FISCAL YEAR 2022 UNDER ITS SIXTY-MONTH TERM WITH THE CITY OF JACKSON. (WARD 7) (HILLMAN, LUMUMBA)**
63. **ORDER AUTHORIZING A LICENSE AGREEMENT FOR USE OF PROJECT FACILITY WITH HERTZ JACKSON THREE, LLC TO PROVIDE SPACE FOR THE STORAGE OF PARKING METERS, AND RELATED PARTS AND EQUIPMENT. (WARD 7) (KING, LUMUMBA)**
64. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (KING, LUMUMBA)**
65. **ORDER ACCEPTING THE TERM BIDS OF DESIGN PRECAST AND PIPE, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE MANHOLE SECTIONS & REINFORCED CONCRETE PIPE (BID NO.**

**65834-09142021). (ALL WARDS) (KING, LUMUMBA)**

- 66. ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC., FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). (ALL WARDS) (KING, LUMUMBA)**
- 67. ORDER ACCEPTING AN ENGINEERING SERVICES AND TECHNICAL AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY. (KING, LUMUMBA)**
- 68. ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY. (WARD 1) (KING, LUMUMBA)**
- 69. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI WITHHOLDING ENTERGY PAYMENTS FOR INOPERABLE LIGHTS. (STOKES)**
- 70. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE REMOVAL OF THE SANITATION CHARGES (GARBAGE COLLECTION CHARGES) FROM THE CITY OF JACKSON WATER BILLS. (STOKES)**

**DISCUSSION**

- 71. DISCUSSION:WATER (STOKES)**
- 72. DISCUSSION: CARNATION STREET (STOKES)**
- 73. DISCUSSION: LITIGATION (C. MARTIN, LUMUMBA)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



**ORDER GRANTING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 4)**

OFFICE OF THE CITY ATTORNEY  
CP

**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**, Arbor Park Apartments, LLC, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that Arbor Park Apartments, LLC is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #2  
Agenda Date: October 12, 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

9/7/2021  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	To erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	5551 Shaw Road (Ward 4)																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8.	<b>COST</b>	N/A																																													
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>	<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>
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																							


Revised 2-04

Staff Recommendation: Approve

THE CITY OF   
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

Arbor Park Apartments, located at 5551 Shaw Road, is requesting a variance to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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

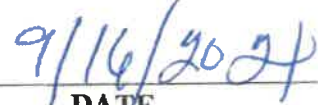
---

This **ORDER GRANTING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch



DATE



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: Arbor Park Apartments' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Arbor Park Apartments located at 5551 Shaw Road.

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 Arbor Park Apartments is requesting to erect a 28 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

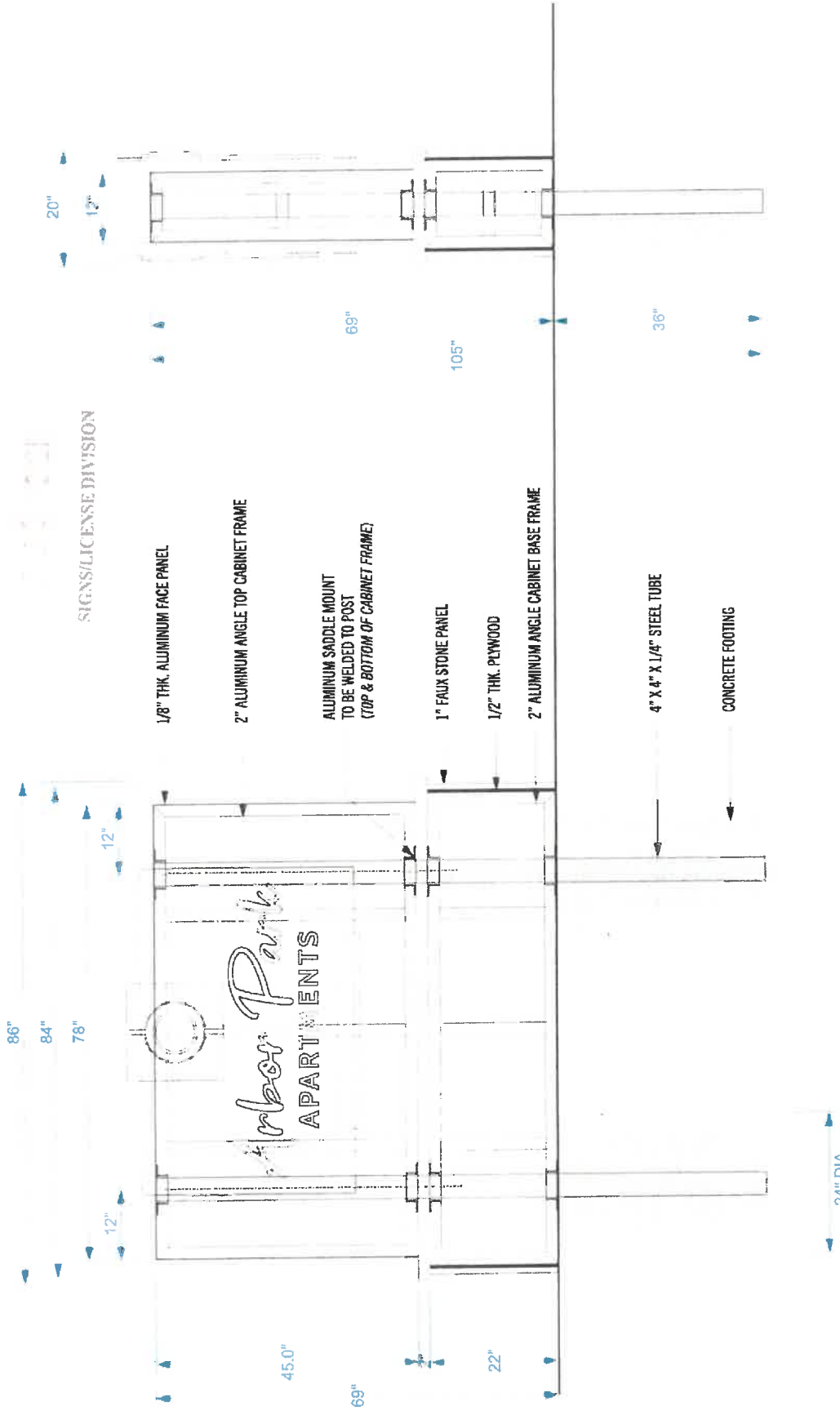
The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601)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

Sincerely,

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

Terry Coleman, Manager  
Signs & License Division

RECEIVED



PROJECT	ARBOR PARK APTS	SALESMAN	AARON	SCALE	3/4" = 1'-0"
LOCATION	BRISTOL PARK	FILE	ARBOR PARK APTS	DATE	02/23/21
CLIENT	BEZTAK	ARTIST	DEANA	PAGE:	3 of 3

IF LINES ARE CONSTRUCTED BY OTHERS, A.I. SIGNS, INC. WILL BE ONLY THE DESIGN AND MATERIALS PROVIDER.

ALL SKETCHES & DESIGNS OR ANY REVISIONS THEREOF ARE THE COPYRIGHTED PROPERTY OF A.I. SIGNS, INC.

IF AGREEMENTS AND CONDITIONS TO SIGN FABRICATED & COMPLETED BY CUSTOMER.



A.I. SIGNS.COM  
770.448.7446

6334 BUFORD HWY NORCROSS, GA 30071

RECEIVED

AUG 31 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 5551 Shaw Road  
Jackson, MS 39209

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

Applicant seeks a sign variance will include additional material to the sign to ensure the structural integrity of the sign. It is not apart of the sign itself

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? no If yes, please attach copies

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

VI. APPLICANT'S INFORMATION:

Name: Arbor Park Apartments LLC

Mailing Address: 551 Shaw Road

City: Jackson State: MS Zip: 39209

Contact Phone: 718-972-7878 Fax: \_\_\_\_\_

Email: bill@kellumlawfirmpe.com



RECEIVED

AUG 31 2021

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: Ms Zip: 39202  
Contact Phone: 601.969.2709 Fax: 601.969.2161  
Email: bill@kellumlawfirmpe.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Bead Property Group  
Mailing Address: 4706 18<sup>th</sup> Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.bernstein@realprop.com

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

Variance(s) \$450.00

RECEIVED

AUG 31 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.

*[Handwritten Signature]*

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

551 Shaw Road Jackson, Mississippi

On this the 24th day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

*[Handwritten Signature]*

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 24th

Day of August, 2021.



MY COMMISSION EXPIRES:

*[Handwritten Signature]*  
NOTARY PUBLIC

RECEIVED

SIGNS/LICENSE DIVISION

August 23, 2021

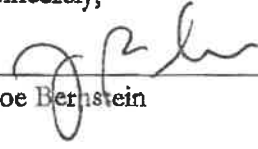
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 551 Shaw Road, Jackson, Mississippi 39209

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,

  
\_\_\_\_\_  
Joe Bernstein

JB:mla

RECEIVED

2021  
SIGNS/LICENSE DIVISION

# LETTER OF AUTHORIZATION

Date: 6/04/2021

As Owner of the property listed below, I give AI and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Arbor Park Apartments LLC

**Project Address:** 551 Shaw Road Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

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

RECEIVED

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

CITY OF JACKSON  
ZONING DIVISION

Date 9/5/2021

Zone EO-R4

Approved By [Signature]

Note \_\_\_\_\_

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Al Signs, Inc</u>	Business Name <u>Arbor Park Apartments LLC</u>	Business Address <u>5551 Shaw Rd</u>	Owner's Name <u>Real Property Group</u>
Address <u>6334 Buford Hwy</u>	Business Address <u>5551 Shaw Rd</u>	Owner's Name <u>Real Property Group</u>	Phone <u>718-972-7878</u>
City <u>Dorcross</u> State <u>GA</u> Zip <u>30071</u>	Phone <u>718-972-7878</u>	Privilege License # _____	
Phone <u>270-448-7446</u>			
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>			
City of Jackson Privilege License # <u>84769</u>			

<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>
Overall Height <u>73.7"</u>	Height _____	Internal <input type="checkbox"/> External <input checked="" type="checkbox"/> <u>NA</u>
Height <u>40"</u>	Length _____	UL# _____
Length <u>56"</u>	Square Footage _____	Sign Material Type: <u>alum + PVC</u>
Square Footage <u>15.84</u>	Wall Area _____	
Wind Pressure <u>100</u>		
Billboard <input type="checkbox"/>		

<b>WORDING ON SIGN(S):</b>	<b>ZONING CLASS:</b> _____
<u>Arbor Park Apartments</u>	Date Inspected: _____
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input 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] 6/10/2021

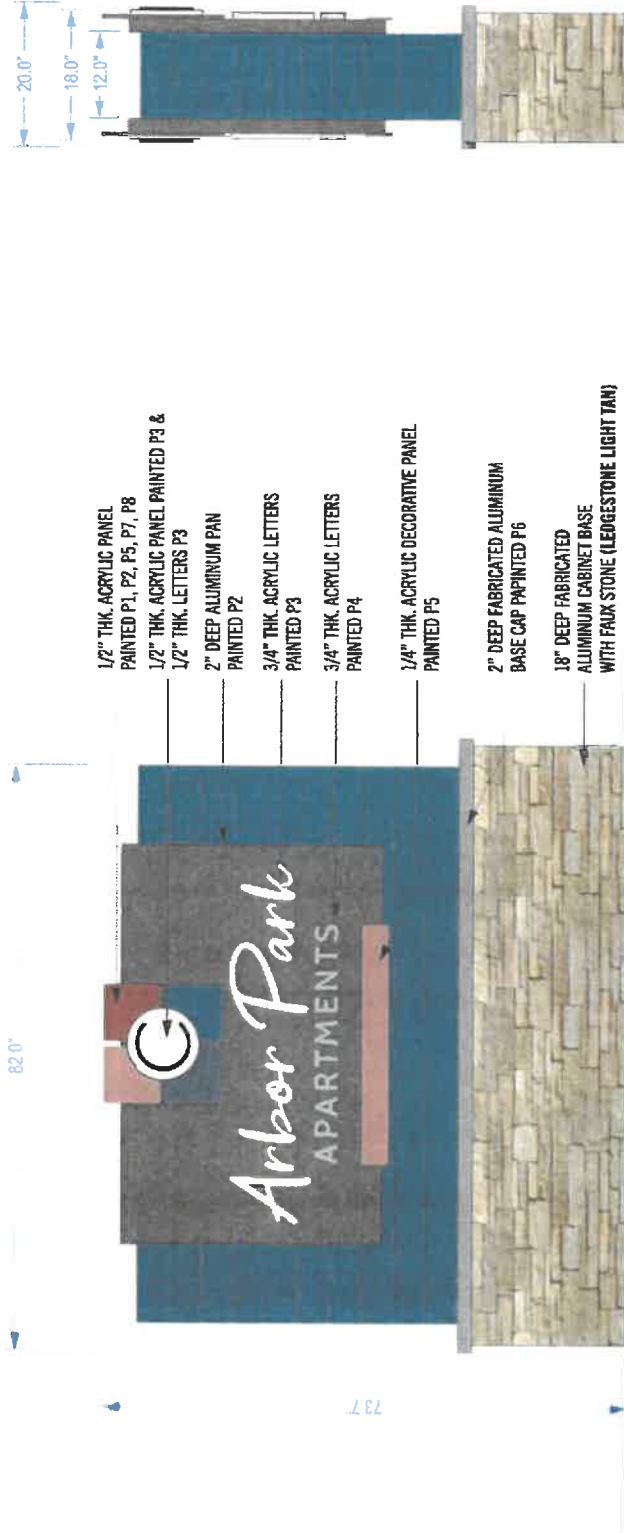
Applicant's Signature Date Sign and License Division Manager

RECEIVED

1/3 5 1 2023

SIGNS/LICENSE DIVISION

Sign area: The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



FRONT VIEW

PROJECT: ARBOR PARK APTS	SALESREP: AARON	SCALE: 3/4"=1'-0"	IF USED OR CONSTRUCTED BY OTHERS, ALL SIGNS, INC. WILL BE HELD LIABLE FOR DESIGN AND NETWORK ERRORS. DATE: <input type="text"/>	PERMITS: <input type="text"/>	 <p>ALSIGNS.COM 770.448.7446</p> <p>6334 BUFORD HWY MORCROSS, GA 30071</p>
LOCATION: BRISTOL PARK	FILE: ARBOR PARK APTS	DATE: 02/23/21	ALL SIGNS & DESIGNS ON ANY FURNITURE THEREOF ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.	DATE: <input type="text"/>	
DATE: BEZTAK	ART: DEANA	PAGE: 2 of 3	<p>PERMITS: <input type="text"/></p> <p>IF USED OR CONSTRUCTED BY OTHERS, ALL SIGNS, INC. WILL BE HELD LIABLE FOR DESIGN AND NETWORK ERRORS. DATE: <input type="text"/></p> <p>ALL SIGNS &amp; DESIGNS ON ANY FURNITURE THEREOF ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.</p>		

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

SIGN AREA = 15.84 SQ. FEET



FRONT VIEW

PROJECT: ARBOR PARK APTS	SALESMAN: AARON	SCALE: 3/4" = 1'-0"	DATE: 02/23/21		A.SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071
LOCATION: BRISTOL PARK	FILE: ARBOR PARK APTS	DATE: 02/23/21	ALL VECTORS & DESIGN OR ART/FABRICATIONS ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.	PRIMARY VENDOR OF ACQUISITION AND CONTRACT TO SIGN FURNISHED & COMPLETED BY CUSTOMER	
SUITE: BEZTAK	ARTIST: DEANA	PAGE: 1 of 3	IF USED BY CONTRACTOR BY OTHERS, AL SIGNS, INC. WILL BE ONLY PAID FOR REVISIONS AND NETWORK REVISIONS.		

RECEIVED

NOV 17 2018


SIGNS/LICENSE DIVISION

**PROJECT FONT**

**CABIN BOLD**

ABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789  
abcdefghijklmnopqrstuvwxyz0123456789

**PROJECT COLORS**

-  P1 - SS6768 GULFSTREAM
-  P2 - SW6257 GIBRALTER
-  P3 - WHITE
-  P4 - SW6254 LAZY GRAY
-  P5 - SW0003 CABBAGE ROSE
-  P6 - SW9161 DUSTBLU
-  P7 - SW6495 GREAT FALLS
-  P8 - SW6343 SPICEY HUE
-  P9 - BLACK

**PROJECT LOGO**



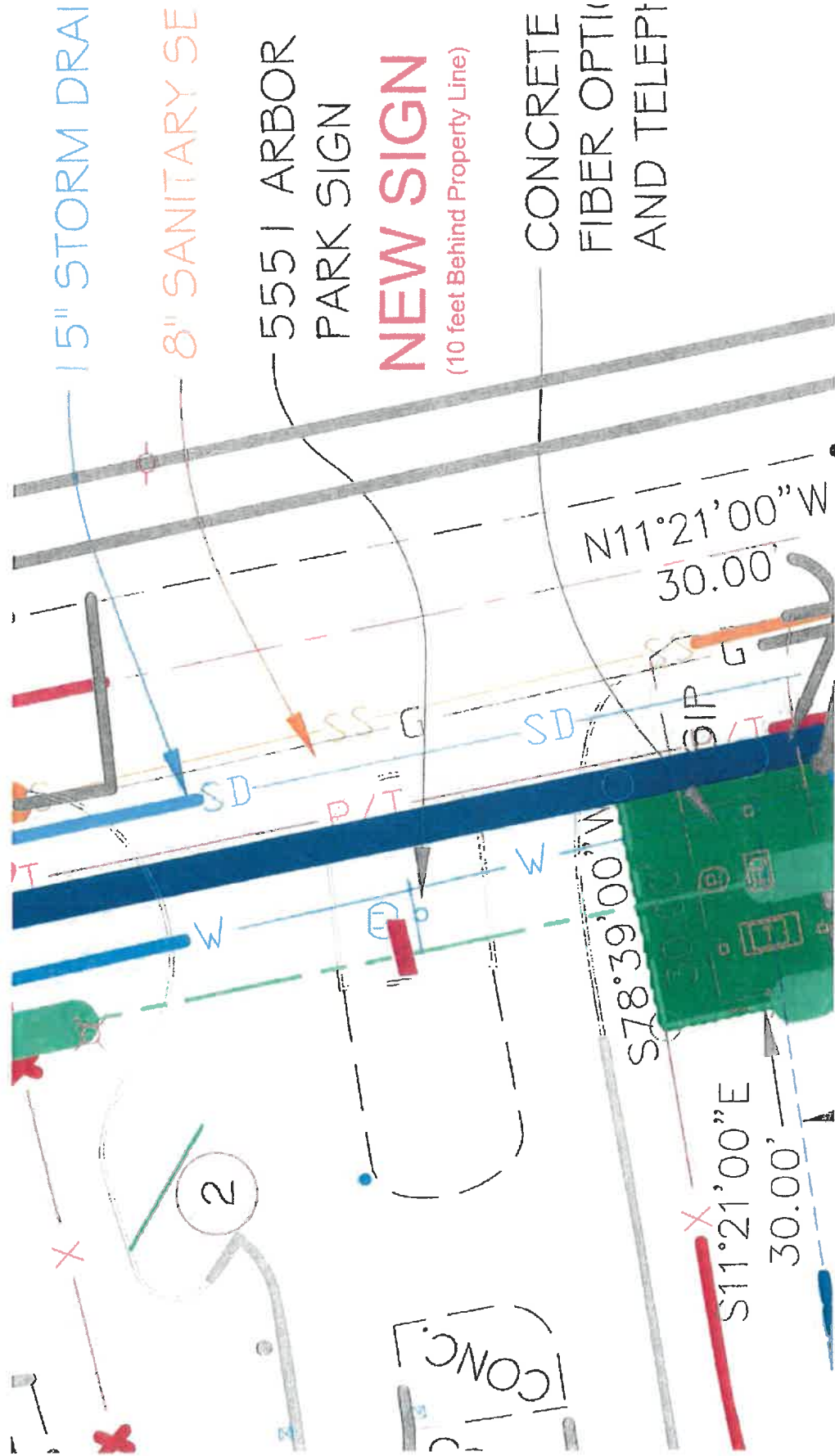


RECEIVED

03/31/2021

SIGN/LICENSE DIVISION

# Expanded Sign Area





**ORDER DENYING ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 4)**

FILED IN THE CITY ATTORNEY  
CITY

**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**, Arbor Park Apartments, LLC, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 28square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that Arbor Park Apartments, LLC is hereby (*denied*) a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #3  
Agenda Date: October 12, 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:

By: Hillman, Lumumba

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

9/7/2021  
DATE

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	To erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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	5551 Shaw Road (Ward 4)	
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**

  
THE CITY OF  
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

Arbor Park Apartments, located at 5551 Shaw Road, is requesting a variance to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 ARBOR PARK APARTMENTS LLC'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 4)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Chandra Gayten, *Deputy City Attorney*

9/16/2024

DATE

CA

OFFICE OF THE CITY ATTORNEY  
CA



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: Arbor Park Apartments' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Arbor Park Apartments located at 5551 Shaw Road.

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 Arbor Park Apartments is requesting to erect a 28 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground 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

AUG 31 2021

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

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

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 551 Shaw Road  
Jackson, MS 39209

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

Applicant seeks a sign variance will include additional material to the sign to ensure the structural integrity of the sign & is not a part of the sign itself

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? NO If yes, please attach copies

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

VI. APPLICANT'S INFORMATION:

Name: Arbor Park Apartments LLC

Mailing Address: 551 Shaw Road

City: Jackson State: MS Zip: 39209

Contact Phone: 718-972-7878 Fax: \_\_\_\_\_

Email: bill@kellumlawfirmpe.com

RECEIVED

AUG 31 2021

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: MS Zip: 39202  
Contact Phone: 601.969.2709 Fax: 601.969.2161  
Email: bill@kellumlawfirmpe.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Read Property Group  
Mailing Address: 4706 18<sup>th</sup> Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.bernstein@realprop.com

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

Variance(s) \$450.00

**RECEIVED**

AUG 31 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.

*[Handwritten Signature]*

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

551 Shaw Road Jackson, Mississippi

On this the 24th day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

*[Handwritten Signature]*

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 24th

Day of August, 2021.



*[Handwritten Signature]*  
NOTARY PUBLIC

**RECEIVED**

AUG 31 2021

SIGNS/LICENSE DIVISION

August 23, 2021

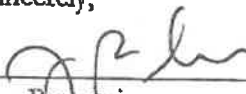
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 551 Shaw Road, Jackson, Mississippi 39209

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,

  
\_\_\_\_\_  
Joe Bernstein

JB:mla

**RECEIVED**

AUG 31 2021

SIGNS/LICENSE DIVISION

**LETTER OF AUTHORIZATION**

Date: 6/04/2021

As Owner of the property listed below, I give A1 and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Arbor Park Apartments LLC

**Project Address:** 551 Shaw Road Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

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

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AUG 31 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

CITY OF JACKSON  
ZONING DIVISION

Date 9/3/2021

Zone CO-24

Approved By [Signature]

Note \_\_\_\_\_

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Al Signs, Inc</u>		Business Name <u>Arbor Park Apartments LLC</u>	
Address <u>6334 Buford Hwy</u>		Business Address <u>5551 Shaw Rd</u>	
City <u>Norcross</u> State <u>GA</u> Zip <u>30071</u>		Owner's Name <u>Real Property Group</u>	
Phone <u>770-448-7446</u>		Phone <u>718-972-7878</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>84769</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>73.7"</u>	Height _____	Internal <input type="checkbox"/> External <input checked="" type="checkbox"/> <u>NA</u>	
Height <u>40"</u>	Length _____	UL# _____	
Length <u>56"</u>	Square Footage _____	Sign Material Type: <u>alum + PK</u>	
Square Footage <u>15.84</u>	Wall Area _____		
Wind Pressure <u>100</u>			
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>Arbor Park Apartments</u>		Date Inspected: _____	
_____		APPROVED <input type="checkbox"/>	
_____		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input 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.

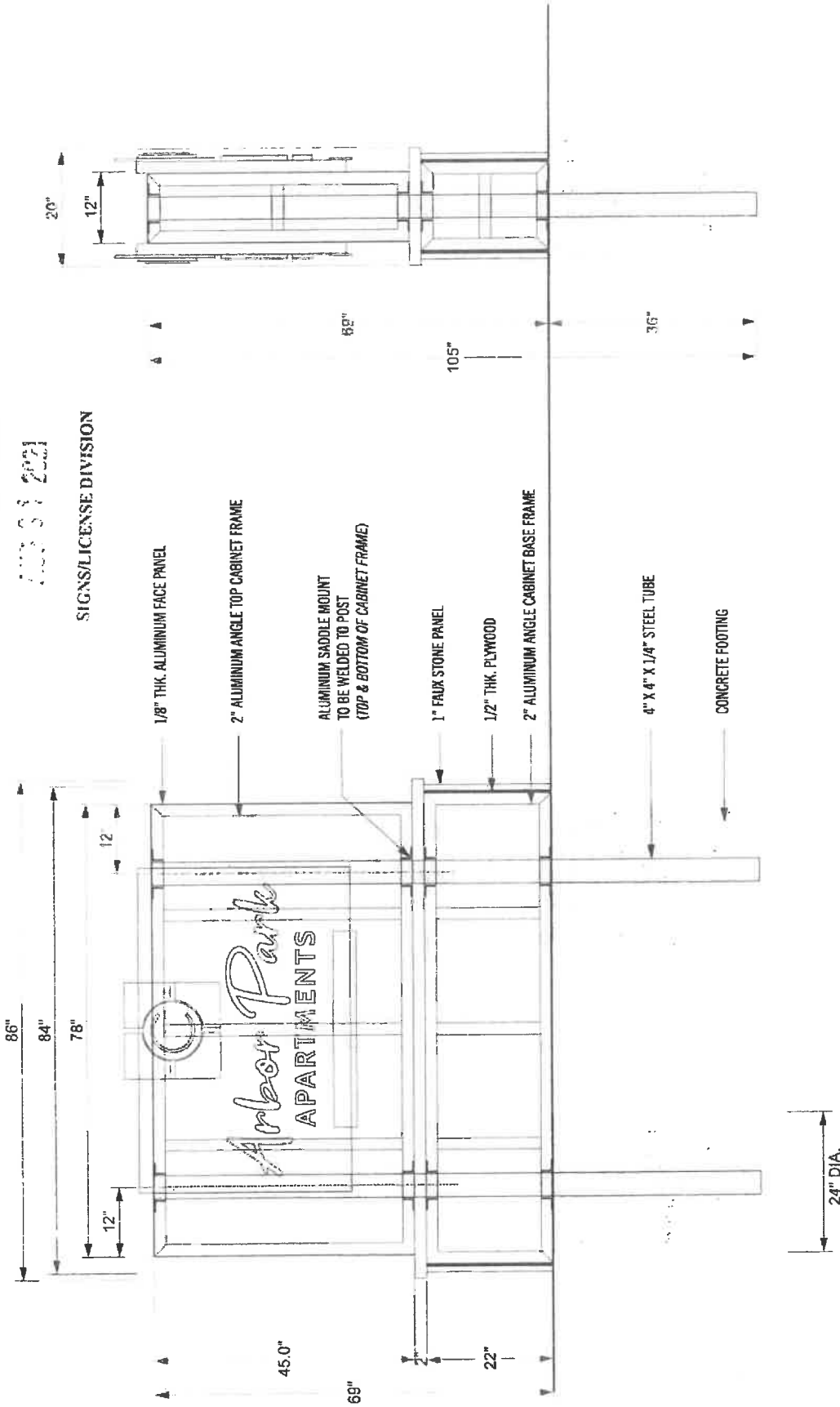
[Signature]  
Applicant's Signature

6/10/2021  
Date

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

**RECEIVED**

03 31 2021



<b>PURPOSE:</b> ARBOR PARK APTS	<b>SALESMAN:</b> AARON	<b>DATE:</b> 3/4/21=1-0"	<b>FILE:</b> ARBOR PARK APTS	<b>DATE:</b> 02/23/21	<b>DATE:</b>
<b>LOCATION:</b> BRISTOL PARK	<b>ARTIST:</b> DEANA				
<b>CLIENT:</b> BEZTAK				<b>PAGE:</b> 3 of 3	



PROVIDE WORK  
RE ASSEMBLY INSTRUCTIONS  
FOR CUSTOMERS TO SEE  
FINISHED & UNFINISHED  
BY CUSTOMER

IF USED OR CONSTRUCTED  
BY OTHERS, AL SIGNS, INC.  
WILL BE HELD RESPONSIBLE FOR  
DESIGN AND CONSTRUCTION.  
ALL RIGHTS RESERVED  
COPYRIGHTED PROPERTY OF  
AL SIGNS, INC.

8834 BUFORD HWY  
MORGENTHAU, GA 30071

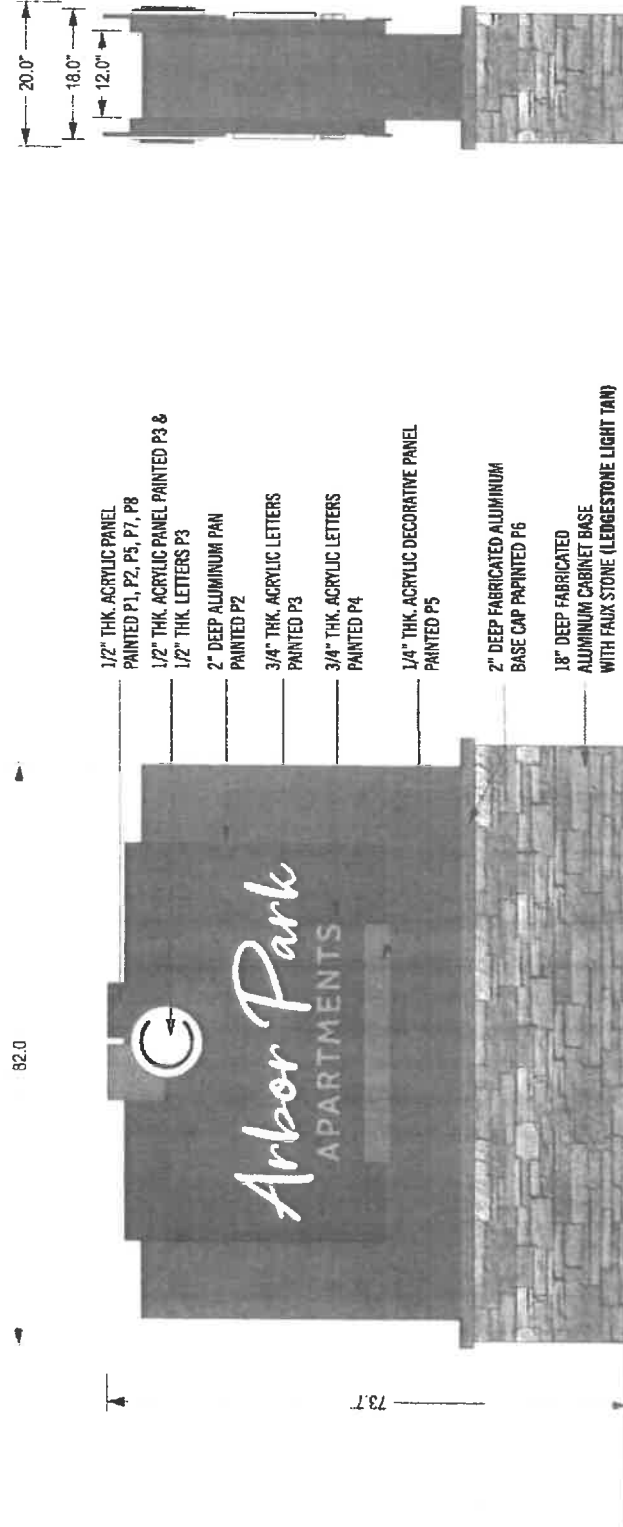
ALSIGNS.COM  
770.448.7446

**RECEIVED**

AUG 31 2023

SIGNS/LICENSE DIVISION

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle, triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



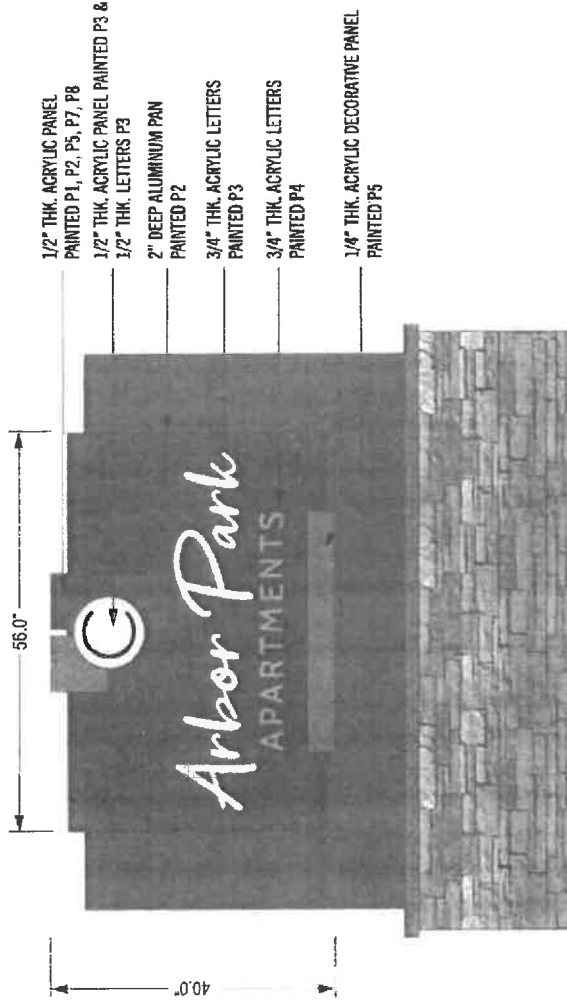
FRONT VIEW

PROJECT: ARBOR PARK APTS	SALES/DMK: AARON	SCALE: 3/4"=1'-0"	DATE: 02/23/21	DATE: <input type="text"/>
WORKING: BRISTOL PARK	FILE: ARBOR PARK APTS			
CLIENT: BEZTAK	ATTN: DEANA		PAGE: 2 of 3	
ALL SKETCHES & DESIGNS OR ART FURNISHED HEREOF ARE THE UNALTERED PROPERTY OF ALL SIGNS, INC.		IF USED OR CONSTRUCTED BY OTHERS, ALL SIGNS, INC. SHALL BE HELD HARMLESS FOR DESIGN AND MATERIALS.		PRIMARY VENDOR IF APPLICABLE INCLUDING ANY CONDITIONS TO SIGN FURNISHED & CONSTRUCTED BY CUSTOMER.
				ALLSIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071



*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

SIGN AREA = 15.84 SQ FEET



**RECEIVED**

APR 3 1 2021

SIGNS/LICENSE DIVISION

FRONT VIEW

PROJECT: ARBOR PARK APTS	SALESREP: AARON	SCALE: 3/4"=1'-0"	DATE: 02/23/21	DATE: 02/23/21	DATE: 02/23/21
LOCATION: BRISTOL PARK	FILE: ARBOR PARK APTS	ALL RIGHTS & DESIGN OR ANY TRADEMARKS ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.	IF USED OR COUNTERFITED BY OTHERS, AL SIGNS, INC. WILL BE HELD RESPONSIBLE FOR DAMAGES AND REPAIRS.	PRINTED & CHECKED BY CUSTOMER	AL SIGNS, INC. 6334 BUFORD HWY NORCROSS, GA 30071
CLIENT: BEZTAK	ARTIST: DEANA	DATE: 02/23/21	DATE: 02/23/21	DATE: 02/23/21	AL SIGNS, INC. 6334 BUFORD HWY NORCROSS, GA 30071
					AL SIGNS, INC. 6334 BUFORD HWY NORCROSS, GA 30071

**RECEIVED**

Aug 31 2021

SIGNS/LICENSE DIVISION

---










**PROJECT FONT**

**CABIN BOLD**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789**  
**abcdefghijklmnopqrstuvwxyz0123456789**

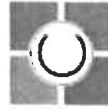
---

**PROJECT COLORS**

-  **P1 - SS6768 GULFSTREAM**
-  **P2 - SW6257 GIBRALTER**
-  **P3 - WHITE**
-  **P4 - SW6254 LAZY GRAY**
-  **P5 - SW0003 CABBAGE ROSE**
-  **P6 - SW9161 DUSTBLU**
-  **P7 - SW6495 GREAT FALLS**
-  **P8 - SW6342 SPICEY HUE**
-  **P9 - BLACK**

---

**PROJECT LOGO**



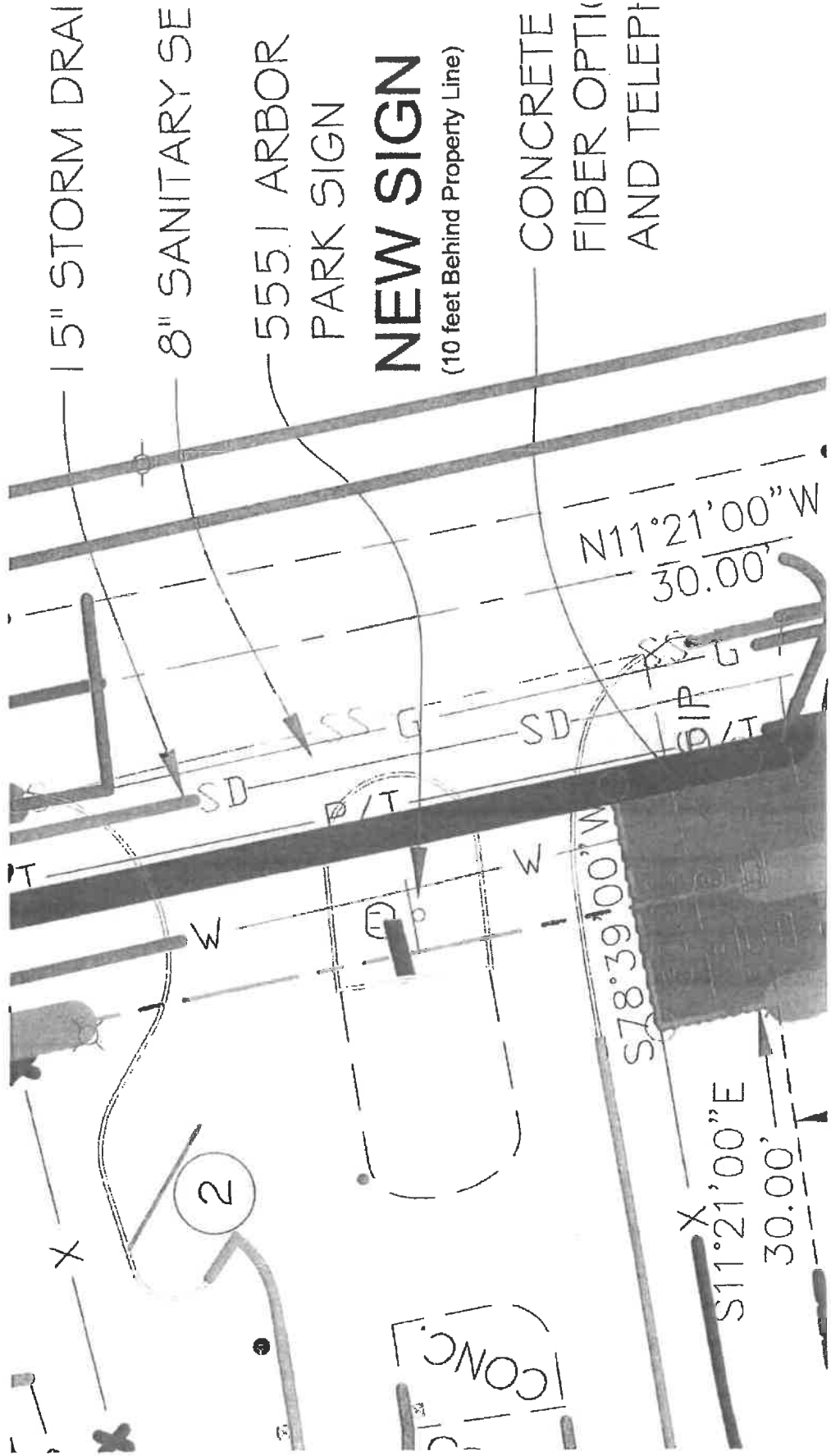
*Arbor Park*

# Expanded Sign Area

RECEIVED

APR 5 1 2021

SIGN/LICENSE DIVISION



15" STORM DRAIN

8" SANITARY SE

555.1 ARBOR  
PARK SIGN

NEW SIGN  
(10 feet Behind Property Line)

CONCRETE  
FIBER OPTIC  
AND TELEPH

N11°21'00"W  
30.00'

S78°39'00"W

S11°21'00"E  
30.00'

2

CONC.



OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI

**ORDER GRANTING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 1)**

**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**, Colony Pointe Apartments, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that Colony Pointe Apartments is hereby (*approved*) a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #4  
Agenda Date: October 12, 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

9/7/2021

DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	To erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	791 W. County Line Road (Ward 1)																																													
7. <b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. <b>COST</b>	N/A																																													
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>	<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**

THE CITY OF   
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

Colony Pointe Apartments, located at 791 W. County Line Road, is requesting a variance to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 COLONY POINTE APARTMENT'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Chandra Gayten, *Deputy City Attorney*

CB



DATE

OFFICE OF THE CITY ATTORNEY  
CB



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: Colony Pointe Apartments' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Colony Pointe Apartments located at 791 W. County Line Road.

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 Colony Pointe Apartments is requesting to erect a 28 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground 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

SIGNS/LICENSING DIVISION

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 791 W. Countyline Road  
Jackson, Mississippi 39243

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

Applicant seeks a sign variance will include  
additional material to the sign to ensure the  
structural integrity of the sign. is not a part of the sign  
itself

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? NO If yes, please attach copies

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

VI. APPLICANT'S INFORMATION:

Name: Bristol Park Apts d/b/a Colony Pointe

Mailing Address: 791 W. Countyline Road

City: Jackson State: MS Zip: 39204

Contact Phone: 718-972-7878 Fax: \_\_\_\_\_

Email: bill@kellumlawfirmpe.com

RECEIVED

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: MS Zip: 39202  
Contact Phone: 601-969.2709 Fax: 601.969.2161  
Email: bill@kellumlawfirmpe.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Bead Property Group  
Mailing Address: 4706 18th Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.bernstein@realprop.com

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

Variance(s) \$450.00

RECEIVED

SIGN & 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.

*[Handwritten Signature]*

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

791 W. Countyline Road Jackson, Mississippi

On this the 24th day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

*[Handwritten Signature]*

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 24th

Day of August, 2021.



MY COMMISSION EXPIRES:

*[Handwritten Signature]*  
NOTARY PUBLIC

RECEIVED

SIGN & LICENSE DIVISION

August 23, 2021

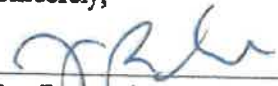
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 791 W. Countyline Road, Jackson, Mississippi 39243

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,

  
\_\_\_\_\_  
Joe Bernstein

JB:mla

RECEIVED

SIGNS/LICENSE DIVISION

# LETTER OF AUTHORIZATION

Date: 6/04/2021

As Owner of the property listed below, I give A1 and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Bristol Park Apartments LLC

**Project Address:** 791 County Line Road Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

**Signature:** 

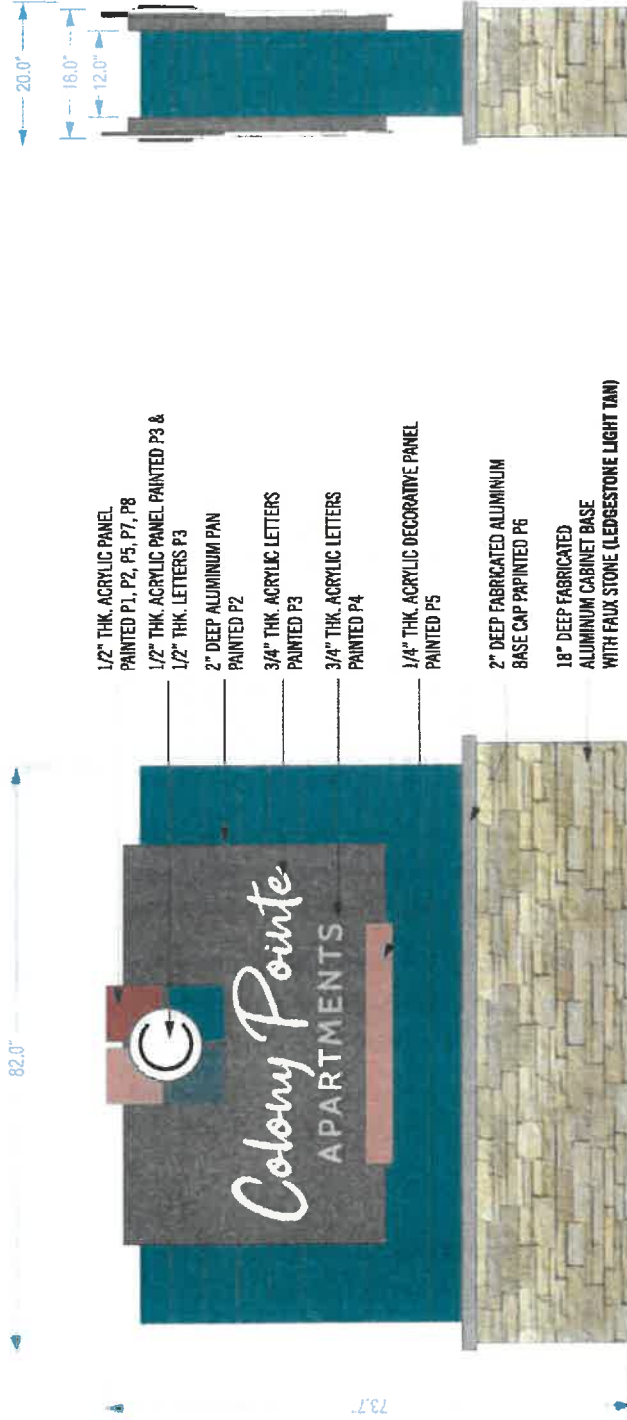




RECEIVED

SIGNS/LICENSE DIVISION

*Sign Area:* The surface area of a sign shall be computed as including the entire area within a rectangle, triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



- 1/2" THK. ACRYLIC PANEL PAINTED P1, P2, P5, P7, P8
- 1/2" THK. ACRYLIC PANEL PAINTED P3 & 1/2" THK. LETTERS P3
- 2" DEEP ALUMINUM PAN PAINTED P2
- 3/4" THK. ACRYLIC LETTERS PAINTED P3
- 3/4" THK. ACRYLIC LETTERS PAINTED P4
- 1/4" THK. ACRYLIC DECORATIVE PANEL PAINTED P5
- 2" DEEP FABRICATED ALUMINUM BASE CAP PAINTED P6
- 18" DEEP FABRICATED ALUMINUM CABINET BASE WITH FAUX STONE (LEDGESTONE LIGHT TAN)

FRONT VIEW

<b>PROJECT:</b> 28659 COLONY POINTE	<b>SALESMAN:</b> AARON	<b>SCALE:</b> 3/4"=1'-0"	<b>DATE:</b> 02/23/21	<b>DATE:</b> DATE
<b>LOCATION:</b> BRISTOL PARK	<b>FILE:</b> 28659 COLONY POINTE			<b>DATE:</b> DATE
<b>CLIENT:</b> COLONY POINTE	<b>ADDR:</b> GT			<b>PAGE:</b> 2 of 3



ALSIGNS.COM  
770.448.7446

6334 BUFORD HWY NORCROSS, GA 30071

PRIMARY WORKING OF MEMBERS INCLUDE AND SUBJECTS TO SIGN FABRICATED BY CUSTOMER

IF USED OR CONSTRUCTED BY OTHERS, AL SIGNS, INC WILL BE ONLY PAID FOR DESIGN AND LABOR. INITIALS DATE

ALL LETTERS & WORDS ON ANY FABRICABLE THEREOF ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

SIGN AREA = 15.84 SQ FEET



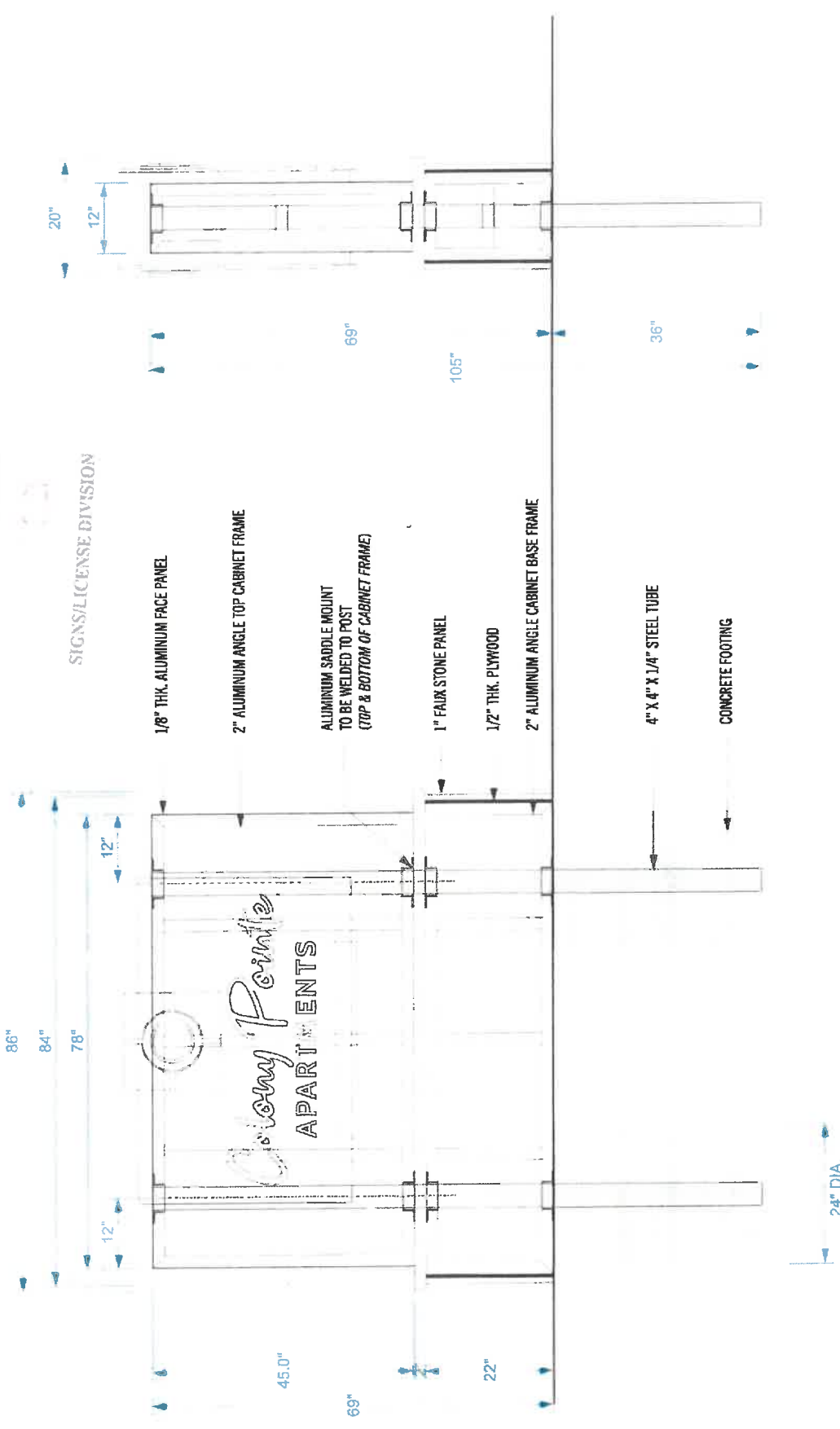
RECEIVED

SIGNS/LICENSE DIVISION

FRONT VIEW

PROJECT: 28859 COLONY POINTE	SHEPHERD: AARON	SCALE: 3/4" = 1'-0"	IF USED OR CONSTRUCTED BY OTHER A1 SIGNS, INC. WILL BE VOID FOR REISSUES AND RETRICAL.	
LOCATION: BRISTOL PARK	FILE: 28859 COLONY POINTE	DATE: 02/23/21	INITIALS: <input type="text"/>	DATE: <input type="text"/>
CUSTOMER: COLONY POINTE	ATTN: GT	PAGE: 2 of 3	ALL REISSUES & REISSUES ARE THE COPYRIGHTED PROPERTY OF A1 SIGNS, INC.	
PRIMARY WORK OF ARTISTS TO BE PROVIDED AND CHECKED TO SIGN BY CUSTOMER.			A1 SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071	

RECEIVED



SIGNS/LICENSE DIVISION

1/8" THK. ALUMINUM FACE PANEL

2" ALUMINUM ANGLE TOP CABINET FRAME

ALUMINUM SADDLE MOUNT  
TO BE WELDED TO POST  
(TOP & BOTTOM OF CABINET FRAME)

1" FAUX STONE PANEL

1/2" THK. PLYWOOD

2" ALUMINUM ANGLE CABINET BASE FRAME

4" X 4" X 1/4" STEEL TUBE

CONCRETE FOOTING

24" DIA.

PROJECT: 28659 COLONY POINTE	SUBMITTER: AARON	SCALE: 3/4"=1'-0"		
LOCATION: BRISTOL PARK	FILE: 28659 COLONY POINTE	DATE: 02/23/21	6334 BUFORD HWY NORCROSS, GA 30071 ALSIGNS.COM 770.448.7446	
CLIENT: COLONY POINTE	ARTIST: GT	PAGE: 3 of 3	PRIMARY WORK OF SIGNATURE VOLUME AND PROJECTS TO SIGN FABRICATED & UNASSEMBLED BY CUSTOMER	
ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.			IF LATER OR OTHERWISE BY OTHERS, AL SIGNS, INC. WILL BE PAID FOR FOR DESIGN AND ARTWORK RIGHTS: <input type="checkbox"/> NONE <input type="checkbox"/>	

**PROJECT FONT**

**CABIN BOLD**

ABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789  
abcdefghijklmnopqrstuvwxyz0123456789

**PROJECT COLORS**

-  P1 - SW6768 GULFSTREAM
-  P2 - SW6257 GIBRALTER
-  P3 - WHITE
-  P4 - SW6254 LAZY GRAY
-  P5 - SW0003 CABBAGE ROSE
-  P6 - SW9181 DUSTBLU
-  P7 - SW6495 GREAT FALLS
-  P8 - SW6342 SPICEY HUE
-  P9 - BLACK

**PROJECT LOGO**



*Colony Pointe*

RECEIVED

SIGNS LICENSE DIVISION

PROJECT: 28659 COLONY POINTE	ALIAS: AARON	DATE: N/A	F USED OR CONSTRUCTED BY OTHERS, AT SIGNS, INC. WILL BE OBTAINED FOR REASON AND APPROX NET/MS DATE
LOCATION: BRISTOL PARK	FILE: 28659 COLONY POINTE	DATE: 02/23/21	
CLIENT: COLONY POINTE	GT: GT	PAGE: 1 of 2	
AL SIGNS .COM 770.448.7446			6334 BUFORD HWY HUNTERCROSS, GA 30071



PRINTED USING  
OF APPROXIMATE VOLUME  
AND COLORS TO BE  
FURNISHED & SUBMITTED  
BY CUSTOMER

RECEIVED

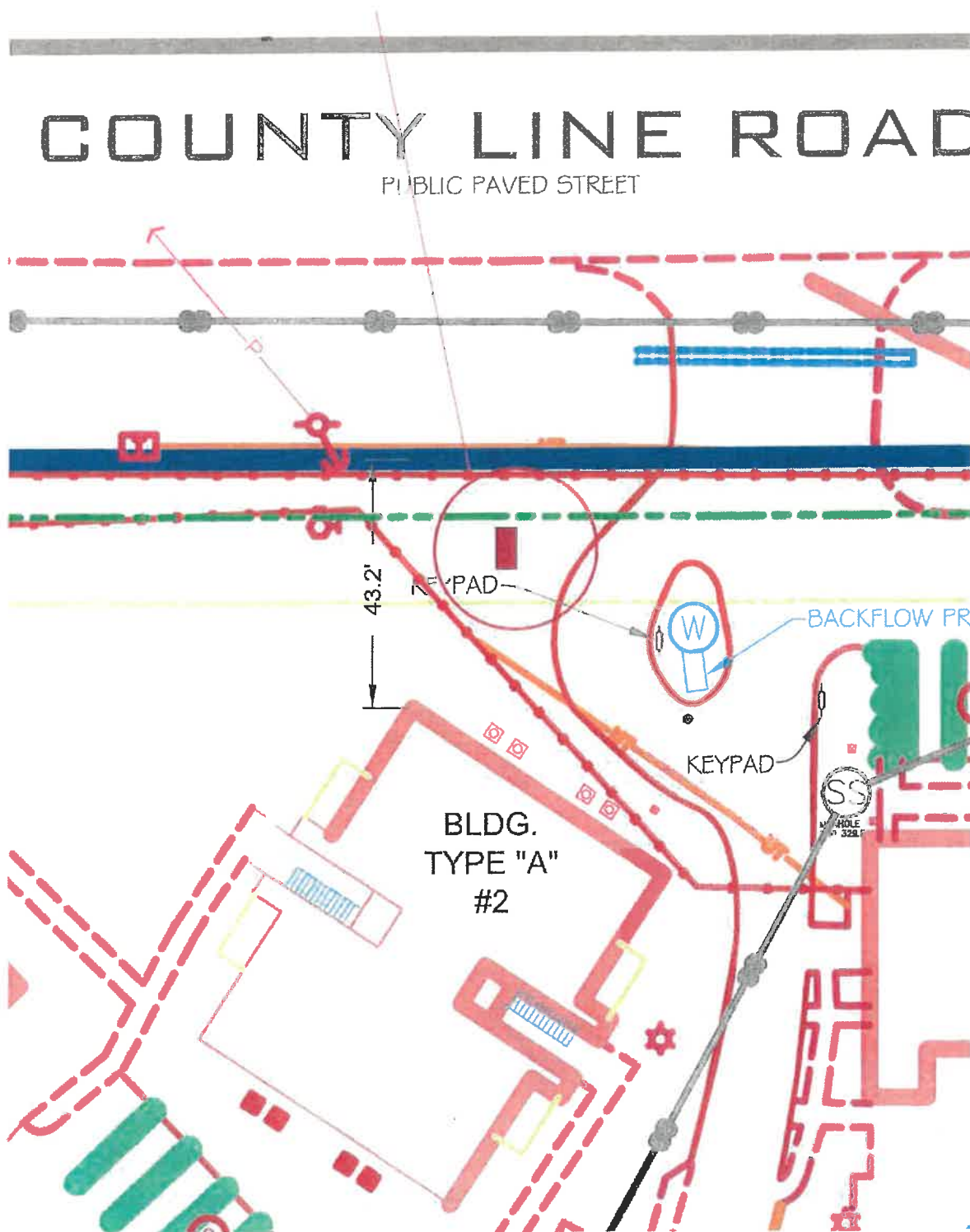
# NEW SIGN

(10 feet Behind Property Line)

SIGNS/LICENSE DIVISION

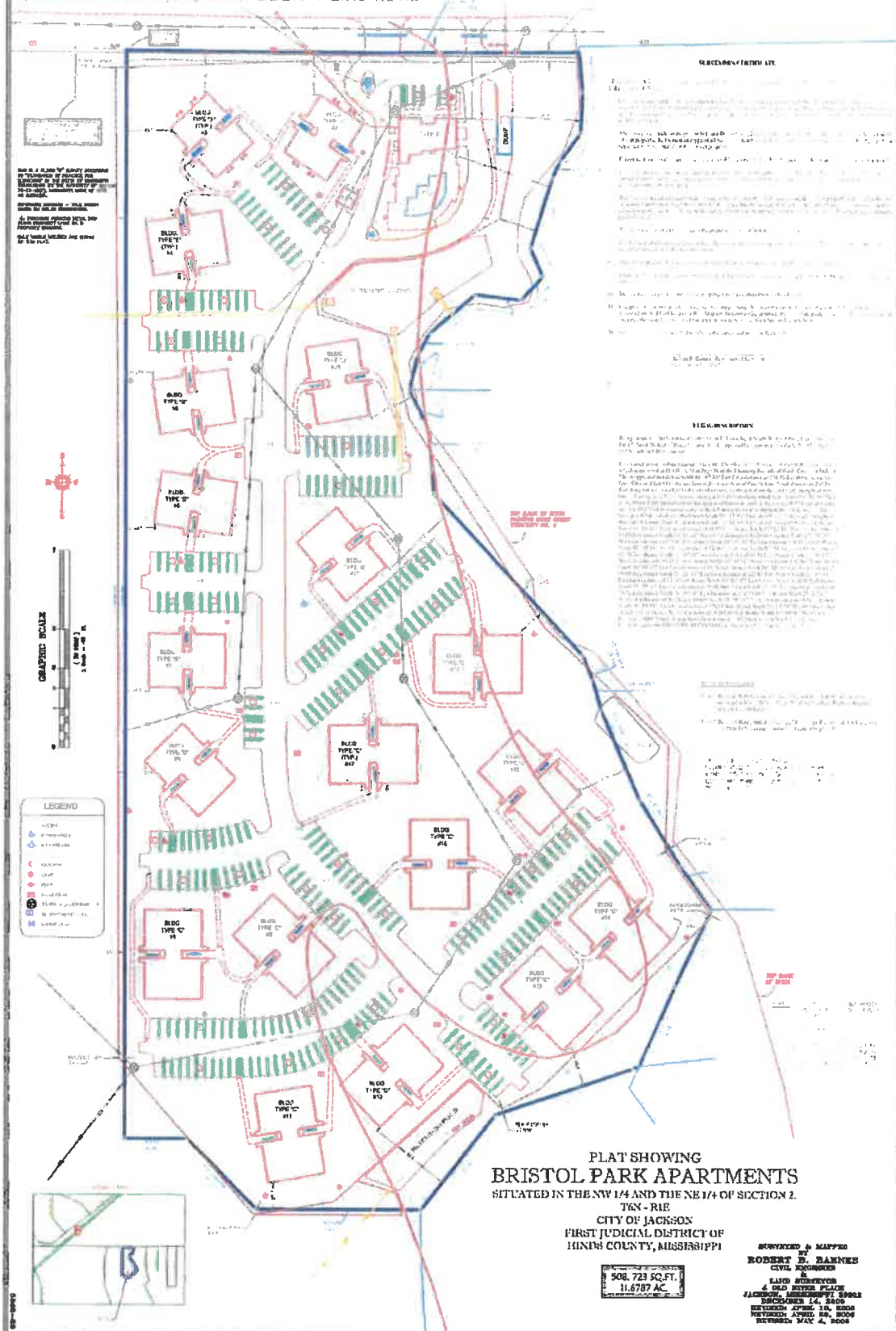
## COUNTY LINE ROAD

PUBLIC PAVED STREET



# NEW SIGN

(10 feet Behind Property Line) COUNTY LINE ROAD



**MEASUREMENT INSTRUMENTS**

Surveyed and mapped by Robert D. Barnes, Civil Engineer, using a total station and a laser level. The survey was conducted on May 4, 2004.

**FIGURE NOTES**

1. The plat shows the location of the apartment buildings and parking areas. The buildings are shown in red and the parking areas in green. The roads are shown in blue.

2. The plat shows the location of the utility lines. The utility lines are shown in black.

3. The plat shows the location of the easements. The easements are shown in yellow.

**PLAT SHOWING  
BRISTOL PARK APARTMENTS  
SITUATED IN THE NW 1/4 AND THE NE 1/4 OF SECTION 2,  
T6N - R1E  
CITY OF JACKSON  
FIRST JUDICIAL DISTRICT OF  
HINDS COUNTY, MISSISSIPPI**

500.723 SQ. FT.  
11.6787 AC.

**SURVEYED & MAPPED  
BY  
ROBERT D. BARNES  
CIVIL ENGINEER  
LARD WILSON  
& SON ENGINEERS  
JACKSON, MISSISSIPPI 39201  
REVISED APRIL 10, 2004  
REVISED APRIL 29, 2004  
REVISED MAY 4, 2004**

**RECEIVED**  
MAY 10 2004  
SIGNSLICENSE DIVISION

OFFICE OF THE CITY ATTORNEY  
CC

**ORDER DENYING COLONY POINTE APARTMENTS' REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 1)**

**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**, Colony Pointe Apartments, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 28square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that Colony Pointe Apartments is hereby (*denied*) a variance from the Sign Ordinance regulations to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #5  
Agenda Date: October 12, 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:

By: Hillman, Lumumba



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

9/7/2021

DATE

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	To erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	791 W. County Line Road (Ward 1)	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
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>	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**

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

Colony Pointe Apartments, located at 791 W. County Line Road, is requesting a variance to erect a 28 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 COLONY POINTE APARTMENT'S REQUEST FOR A SIGN VARIANCE TO ERECT A 28 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: Colony Pointe Apartments' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Colony Pointe Apartments located at 791 W. County Line Road.

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 Colony Pointe Apartments is requesting to erect a 28 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground 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

7/13/04 2004

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

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

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 791 W. Countyline Road  
Jackson, Mississippi 39243

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

Applicant seeks a sign variance will include  
additional material to the sign to ensure the  
structural integrity of the sign & is not a part of the sign  
itself

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? NO If yes, please attach copies

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

VI. APPLICANT'S INFORMATION:

Name: Bristol Park Apts d/b/a Colony Pointe

Mailing Address: 791 W. Countyline Road

City: Jackson State: MS Zip: 39204

Contact Phone: 718-972-7878 Fax: \_\_\_\_\_

Email: bill@kellumlawfirmpe.com

**RECEIVED**

7/13/09

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: MS Zip: 39202  
Contact Phone: 601.969.2709 Fax: 601.969.2161  
Email: bill@kellumlawfirmpe.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Reed Property Group  
Mailing Address: 4706 10<sup>th</sup> Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.bernstein@realprop.com

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

Variance(s) \$450.00

RECEIVED

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.

\_\_\_\_\_ 

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

791 N. Countyline Road Jackson, Mississippi

On this the 24<sup>th</sup> day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

\_\_\_\_\_ 

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 24<sup>th</sup>

Day of August, 2021.



  
NOTARY PUBLIC

# RECEIVED

SIGNS/LICENSE DIVISION

August 23, 2021

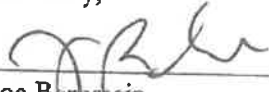
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 791 W. Countyline Road, Jackson, Mississippi 39243

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,

  
\_\_\_\_\_  
Joe Bernstein

JB:mla



**RECEIVED**

SIGNS/LICENSE DIVISION

# LETTER OF AUTHORIZATION

Date: 6/04/2021

As Owner of the property listed below, I give A1 and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Bristol Park Apartments LLC

**Project Address:** 791 County Line Road Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

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

RECEIVED

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

CITY OF JACKSON  
ZONING DIVISION

Date 9/3/2021  
Zone R-4  
Approved By [Signature]  
Note \_\_\_\_\_

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>A1 Sign</u>		Business Name <u>Bristol Park Apts DBA Colony Pointe</u>	
Address <u>6334 Butard Hwy</u>		Business Address <u>791 County Line Rd</u>	
City <u>Morristown</u> State <u>GA</u> Zip <u>30071</u>		Owner's Name <u>Read Property Group</u>	
Phone <u>770-448-7446</u>		Phone <u>718-992-7878</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>84769</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>73.7</u>	Height _____	Internal <input type="checkbox"/> External <input checked="" type="checkbox"/>	
Height <u>40</u>	Length _____	UL# _____	
Length <u>56</u>	Square Footage _____	Sign Material Type: <u>Aluminum PVC</u>	
Square Footage <u>15.84</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>Colony Pointe Apartments</u>		Date Inspected: _____	
		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input checked="" 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.

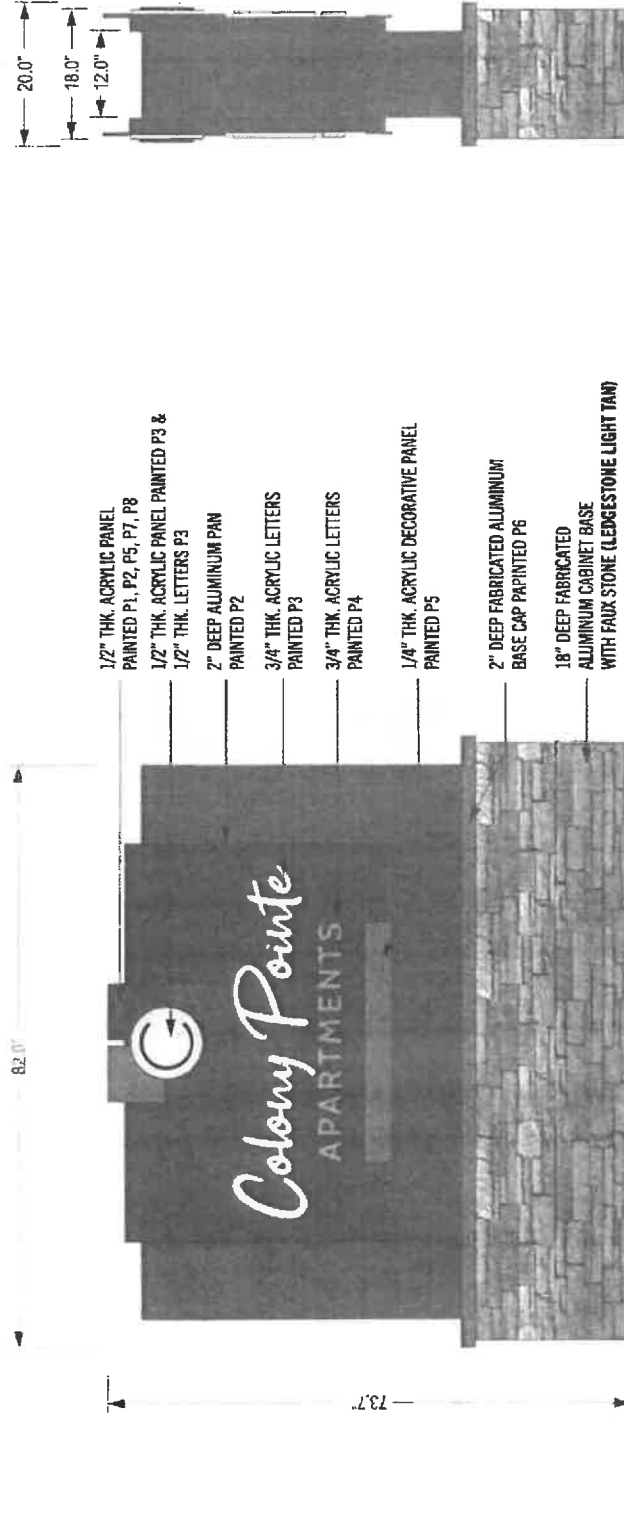
[Signature] Date 6/10/2021 Sign and License Division Manager

RECEIVED

02/23/21

SIGNS/LICENSE DIVISION

Sign area: The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



FRONT VIEW

ALL SERVICES & RESINS OR ANY FINISHABLE THEREOF ARE THE SOLE PROPERTY OF A.I. SIGNS, INC.

IF USED OR CONSTRUCTED BY OTHERS, A.I. SIGNS, INC. WILL BE HELD RESPONSIBLE FOR RESINS AND NETWORK.

PRIMARY WEIGHT OF MATERIALS AND LABORS TO BE PROVIDED BY CUSTOMER

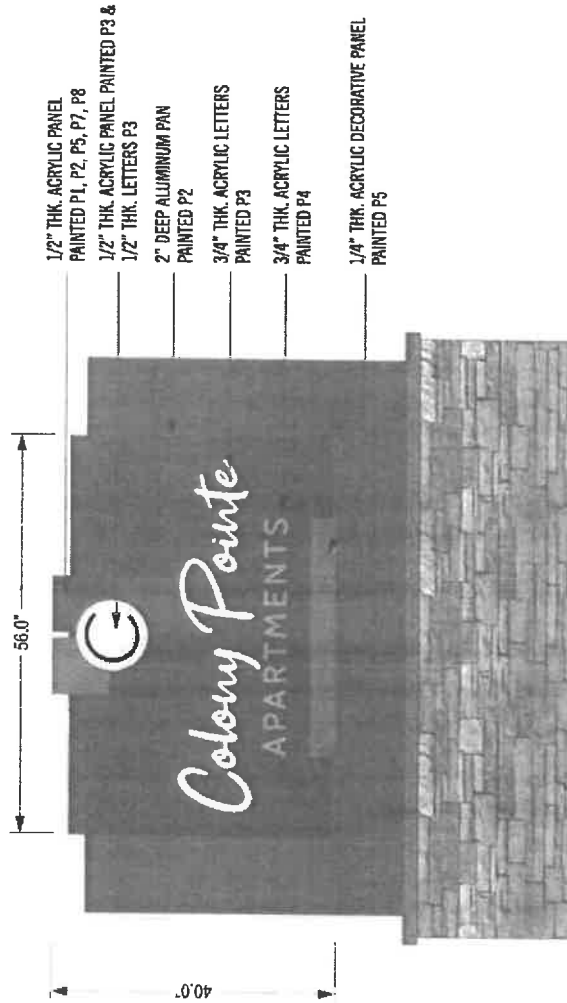
ALSIGNS.COM  
770.448.7446  
5334 BUFORD HWY NORCROSS, GA 30071



PROJECT: 28659 COLONY POINTE	DESIGNER: AARON	DATE: 3/4" = 1'-0"
LOCATION: BRISTOL PARK	FILE: 28659 COLONY POINTE	DATE: 02/23/21
SUBJECT: COLONY POINTE	ATTN: GT	PAGE: 2 of 3

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

SIGN AREA = 15.84 SQ FEET



**RECEIVED**

02/23/21

SIGNS/LICENSE DIVISION

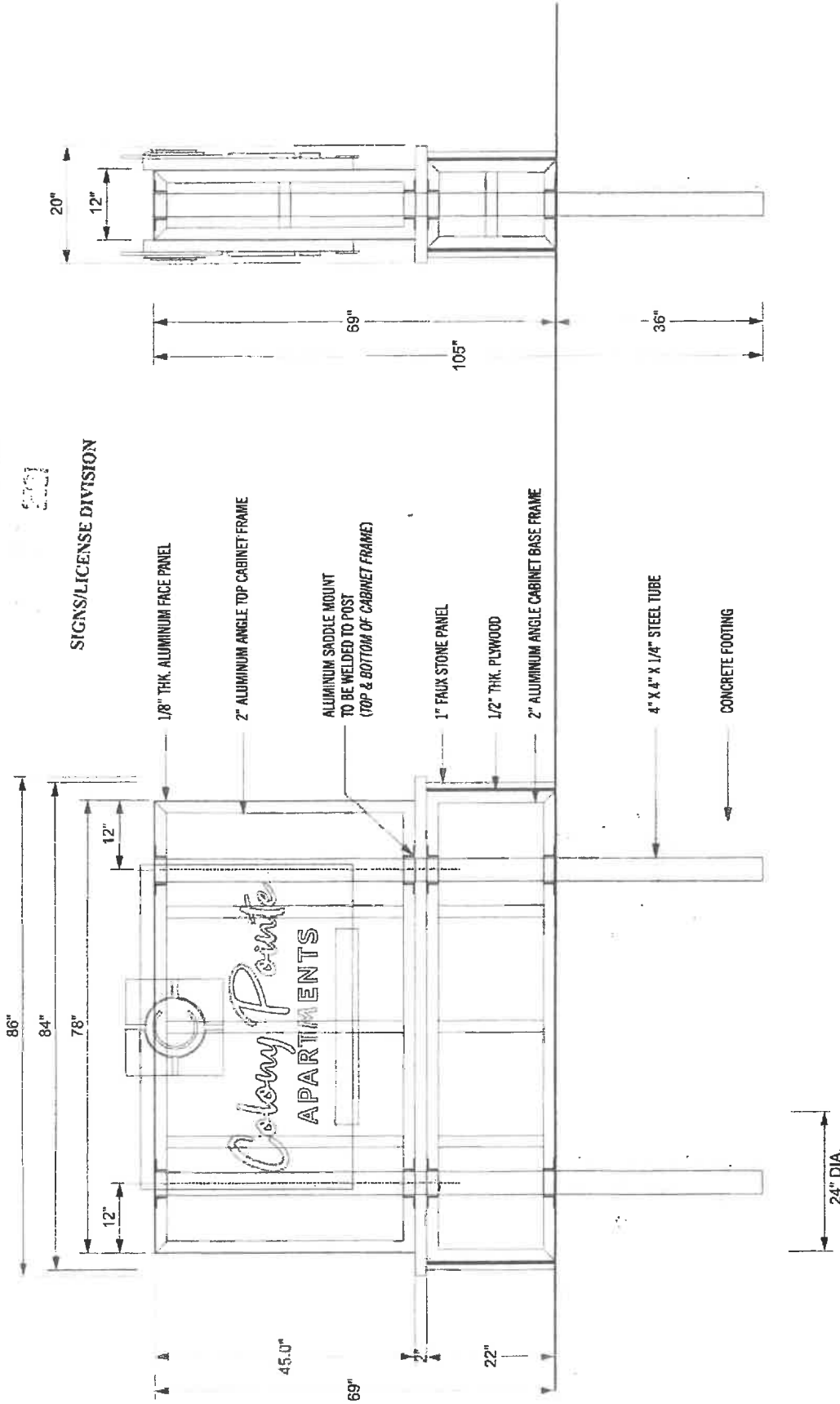
FRONT VIEW

PROJECT: 28659 COLONY POINTE	SUBNAME: AARON	DATE: 3/4"=1'-0"	ALL LETTERS & FIGURES ON THIS FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF AL SIGNS, INC.	IF USED OR REPRODUCED BY OTHERS, AL SIGNS, INC. WILL BE HELD LIABLE FOR REPAIRS AND RETRIVAL. INITIALS: <input type="text"/> DATE: <input type="text"/>	PRIMARY WRITING OF FACSIMILE MATERIAL AND CREDITS TO SIGN RENDERED & CONDUCTED BY CUSTOMER.		A1SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071
LOCATION: BRISTOL PARK	FILE: 28659 COLONY POINTE	DATE: 02/23/21					
CLIENT: COLONY POINTE	ADDR: GT	PAGE: 2 of 3					

RECEIVED

2021

SIGNS/LICENSE DIVISION












<p>FILED IN PERMITS BY OTHERS. ALL SIGNS, INC. WILL BE PAID FOR PERMITS AND ELECTRICAL.</p> <p>ALL MATERIALS &amp; DESIGN OR ANY PORTION THEREOF ARE THE EXCLUSIVE PROPERTY OF ALL SIGNS, INC.</p>	<p>SCALE: 3/4" = 1'-0"</p> <p>DATE: 02/23/21</p>	<p>PRIMARY WRITING OF PRECISE VALUE AND EXECUTE TO SPEC FURNISHED &amp; CHECKED BY CUSTOMER.</p>	<p>6334 BUFORD HWY NORCROSS, GA 30071</p> <p>A1SIGNS.COM</p> <p>770.448.7446</p>
<p>NAME: AARON</p> <p>FILE: 28659 COLONY POINTE</p> <p>DATE: 02/23/21</p>	<p>DATE: 02/23/21</p> <p>DATE: [ ]</p>	<p>DATE: [ ]</p>	<p>6334 BUFORD HWY NORCROSS, GA 30071</p> <p>A1SIGNS.COM</p> <p>770.448.7446</p>
<p>PROJECT: 28659 COLONY POINTE</p> <p>ADDRESS: BRISTOL PARK</p> <p>CLIENT: COLONY POINTE</p>	<p>SCALE: 3/4" = 1'-0"</p> <p>DATE: 02/23/21</p> <p>PAGE: 3 of 3</p>	<p>DATE: [ ]</p>	<p>6334 BUFORD HWY NORCROSS, GA 30071</p> <p>A1SIGNS.COM</p> <p>770.448.7446</p>

**PROJECT FONT**

**CABIN BOLD**

ABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789  
abcdefghijklmnopqrstuvwxyz0123456789

**PROJECT COLORS**

-  P1 - SS6768 GULFSTREAM
-  P2 - SW6257 GIBRALTER
-  P3 - WHITE
-  P4 - SW6254 LAZY GRAY
-  P5 - SW0003 CABBAGE ROSE
-  P6 - SW9161 DUSTBLU
-  P7 - SW6485 GREAT FALLS
-  P8 - SW6342 SPICEY HUE
-  P9 - BLACK

**PROJECT LOGO**



*Colony Pointe*

**RECEIVED**

SIGNSLICENSE DIVISION

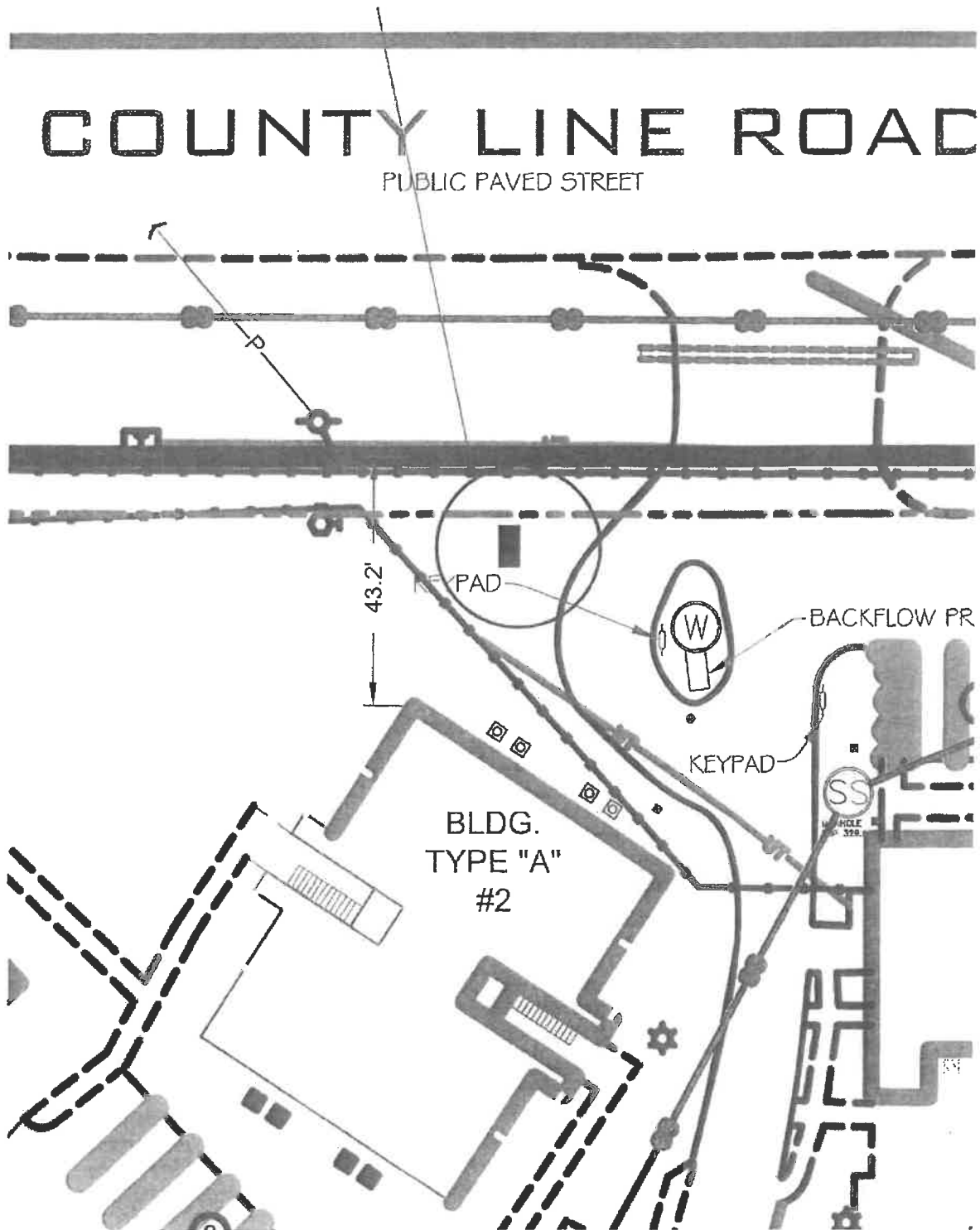
PROJECT: 28659 COLONY POINTE	SALESMAN: AARON	SCALE: N/A	IF USED IN CONSULTATION WITH OTHERS, A.L. SIGNS, INC. WILL BE HELD RESPONSIBLE FOR ALL REVISIONS AND RETRAKES. ALL REVISIONS MUST BE THE PROPERTY OF A.L. SIGNS, INC.	PRIMARY NUMBER OF JOBSITE PRINTING AND CREDIT TO BE FORWARDED TO CUSTOMER BY CUSTOMER.	 ALSIGNS.COM 770.448.7446 5334 BUFORD HWY NORCROSS, GA 30071
LOCATION: BRISTOL PARK	FILE: 28659 COLONY POINTE	DATE: 02/23/21			
CLIENT: COLONY POINTE	ARTIST: GT	PAGE: 1 of 2			

RECEIVED

SIGNS/LICENSE DIVISION

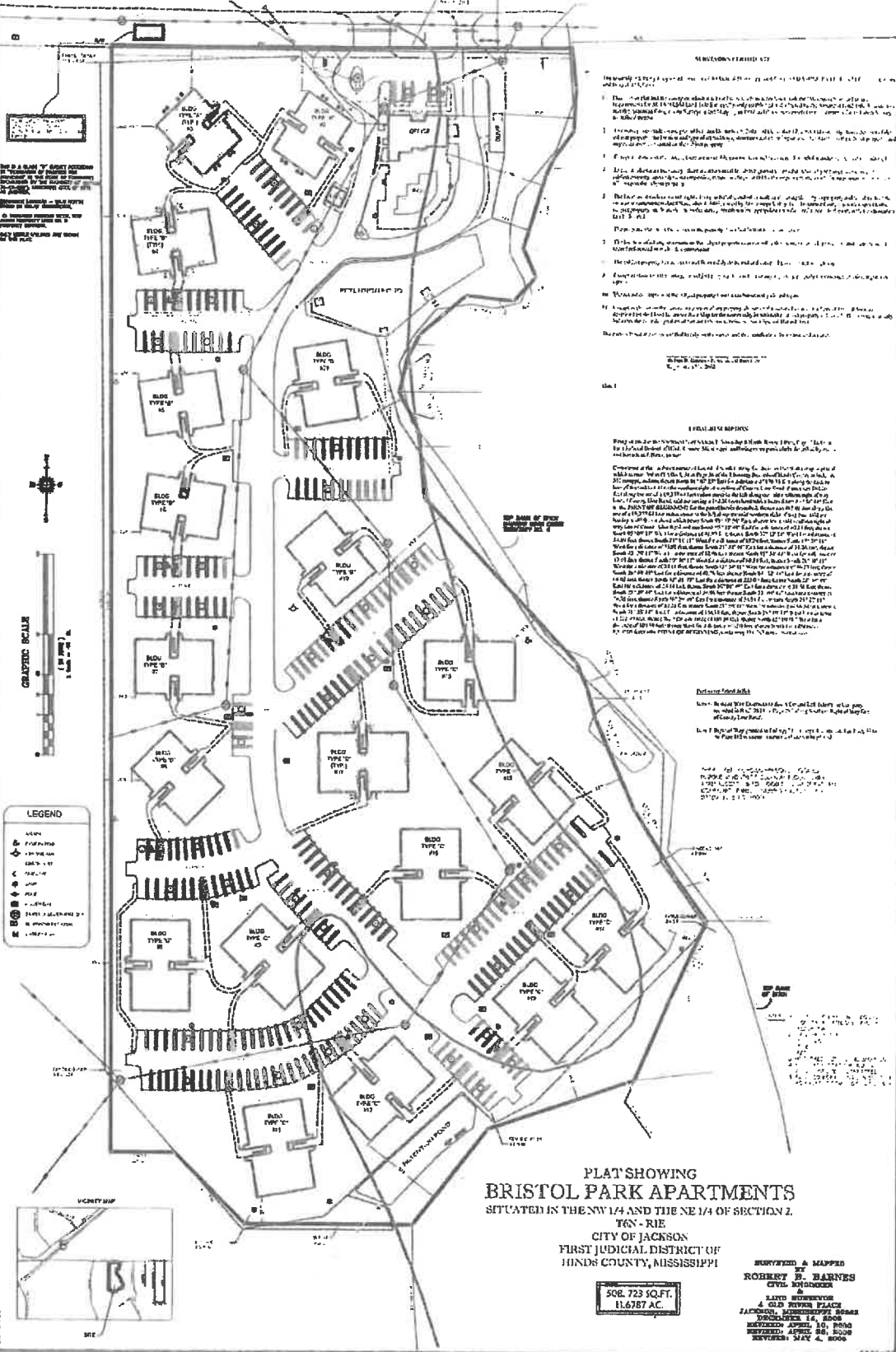
# NEW SIGN

(10 feet Behind Property Line)



# NEW SIGN

(10 feet Behind Property Line) COUNTY LINE ROAD



**RECEIVED**  
 APR 26 1960  
 SIGNS/LICENSE DIVISION



**ORDER GRANTING THE RESIDENCES AT GLEN OAKS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 5)**

**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**, The Residences at Glen Oaks, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that The Residences at Glen Oaks is hereby *(approved)* a variance from the Sign Ordinance regulations to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #6  
Agenda Date: October 12, 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**

9/7/2021  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>						
1.	<b>Brief Description/Purpose</b>	To erect a .31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	850 Lindbergh Drive (Ward 5)						
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division						
8.	<b>COST</b>	N/A						
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>	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**

THE CITY OF   
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

The Residences at Glen Oaks, located at 850 Lindbergh Drive, is requesting a variance to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 THE RESIDENCES AT GLEN OAKS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 5) is legally sufficient for placement in NOVUS Agenda.

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

9/14/2024  
\_\_\_\_\_  
DATE

  
THE CITY OF  
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: The Residences At Glen Oaks ' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of The Residences At Glen Oaks located at 850 Lindbergh 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 The Residences At Glen Oaks is requesting to erect a 31 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground 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,



Terry Coleman, Manager  
Signs & License Division

RECEIVED

SIGNS/LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.:

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: 850 Lindbergh Drive  
Jackson MS 39209

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

*Applicant seeks a sign variance will include additional material to the sign to ensure the structural integrity of the sign & is not a part of the sign itself*

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? no If yes, please attach copies

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

### VI. APPLICANT'S INFORMATION:

Name: Park at Autumn Ridge BD LLC - The Residences at Glen Oaks

Mailing Address: 850 Lindbergh Drive

City: Jackson State: MS Zip: 39209

Contact Phone: 718-972-7878 Fax: \_\_\_\_\_

Email: bill@kellumlawfirmpe.com

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**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: MS Zip: 39202  
Contact Phone: 601-969-2709 Fax: 601-969-2161  
Email: bill@kellumlawfirmpc.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Read Property Group  
Mailing Address: 4706 184th Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.burnstein@realprop.com

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

✓      Variance(s)                      \$450.00



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**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.

*[Handwritten Signature]*

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

850 Lindbergh Drive Jackson, Mississippi

On this the 24th day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

*[Handwritten Signature]*

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 24th

Day of August, 2021.



MY COMMISSION EXPIRES:

*[Handwritten Signature]*  
NOTARY PUBLIC

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August 23, 2021

SIGNS/LICENSE DIVISION

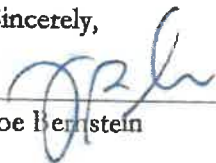
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 850 Lindbergh Dr., Jackson, Mississippi 39209

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,

  
\_\_\_\_\_  
Joe Bernstein

JB:mla

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SIGNS/LICENSE DIVISION **LETTER OF AUTHORIZATION**

Date: 3/04/2021

As Owner of the property listed below, I give A1 and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Park at Autumn Ridge BD LLC

**Project Address:** 850 Lindbergh Dr. Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

**Signature:** 



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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

SIGNS/LICENSE DIVISION

CITY OF JACKSON  
ZONING DIVISION  
Date 9/3/2021  
Zone R-4  
Approved By [Signature]  
Note \_\_\_\_\_

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>A1 Signs, Inc</u>		Business Name <u>DBA: Park at Autumn Ridge BDLLE</u>	
Address <u>6334 Buford Hwy</u>		Business Address <u>850 Lindbergh Dr</u>	
City <u>Norcross</u> State <u>GA</u> Zip <u>30071</u>		Owner's Name <u>Real Property Group</u>	
Phone <u>770-448-7446</u>		Phone <u>718-972-7878</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # <u>1203834</u>	
City of Jackson Privilege License # <u>84769</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>70<sup>3</sup>/<sub>4</sub></u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/> <u>NA</u>	
Height <u>33</u>	Length _____	UL# _____	
Length <u>69.75</u>	Square Footage _____	Sign Material Type: <u>aluminum, p/c</u>	
Square Footage <u>15.98</u>	Wall Area _____		
Wind Pressure <u>100</u>			
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>The Residences at Glen Oaks</u>		Date Inspected: _____	
		APPROVED <input type="checkbox"/>	
		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input checked="" 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]

3/17/2021

Applicant's Signature

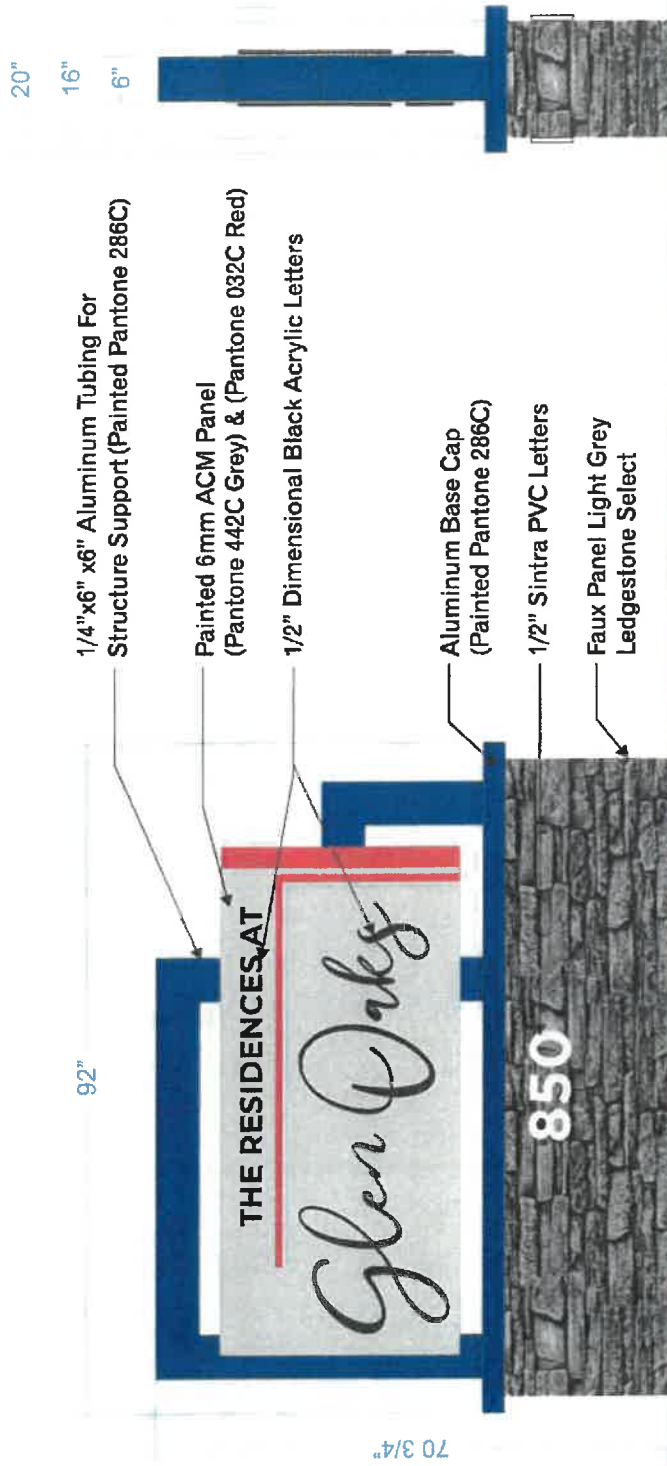
Date

Sign and License Division Manager

**1.0 - The Residences at Glen Oaks : Monument ID : Structure Detail**

**SCALE : 1/2" = 1'**

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



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SIGNS/LICENSE DIVISION





<b>PROJECT</b>	<b>SKETCHMAN</b>	<b>SCALE</b>	<b>DATE</b>	<b>DATE</b>
560 LINDBERG DRIVE, JACKSON, MS	AARON STILLMAN	1/2" = 1'	08/12/2020	10/05/2020
<b>CLIENT</b>	<b>DATE</b>	<b>DATE</b>	<b>DATE</b>	
			RI : 10/05/2020	
<b>IF USED IN CONNECTION WITH OTHER AL SIGNS, INC. WILL BE VOID PROTECTORS AND NATIONAL.</b>			<b>DATE</b>	
<b>ALL SKETCHES &amp; DESIGN OR NOT FINISHABLE THEREOF ARE THE EXCLUSIVE PROPERTY OF AL SIGNS, INC.</b>			<b>DATE</b>	
<b>PRIMARY WORKING OF LICENSEE VOLUME AND CREDIT TO SIGN FURNISHED TO CUSTOMER BY CUSTOMER</b>			<b>DATE</b>	
<b>AL SIGNS</b>			<b>AL SIGNS.COM</b>	
			770.448.7446	
			6334 BUFORD HWY NORCROSS, GA 30071	

**1.0 - The Residences at Glen Oaks : Monument ID : Sign Area**

**SCALE : 1/2" = 1'**

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

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**SIGN AREA = 15.9 SQ FEET**

69 3/4"

SIGNS/LICENSE DIVISION

Painted 6mm ACM Panel

(Pantone 442C Grey) & (Pantone 032C Red)



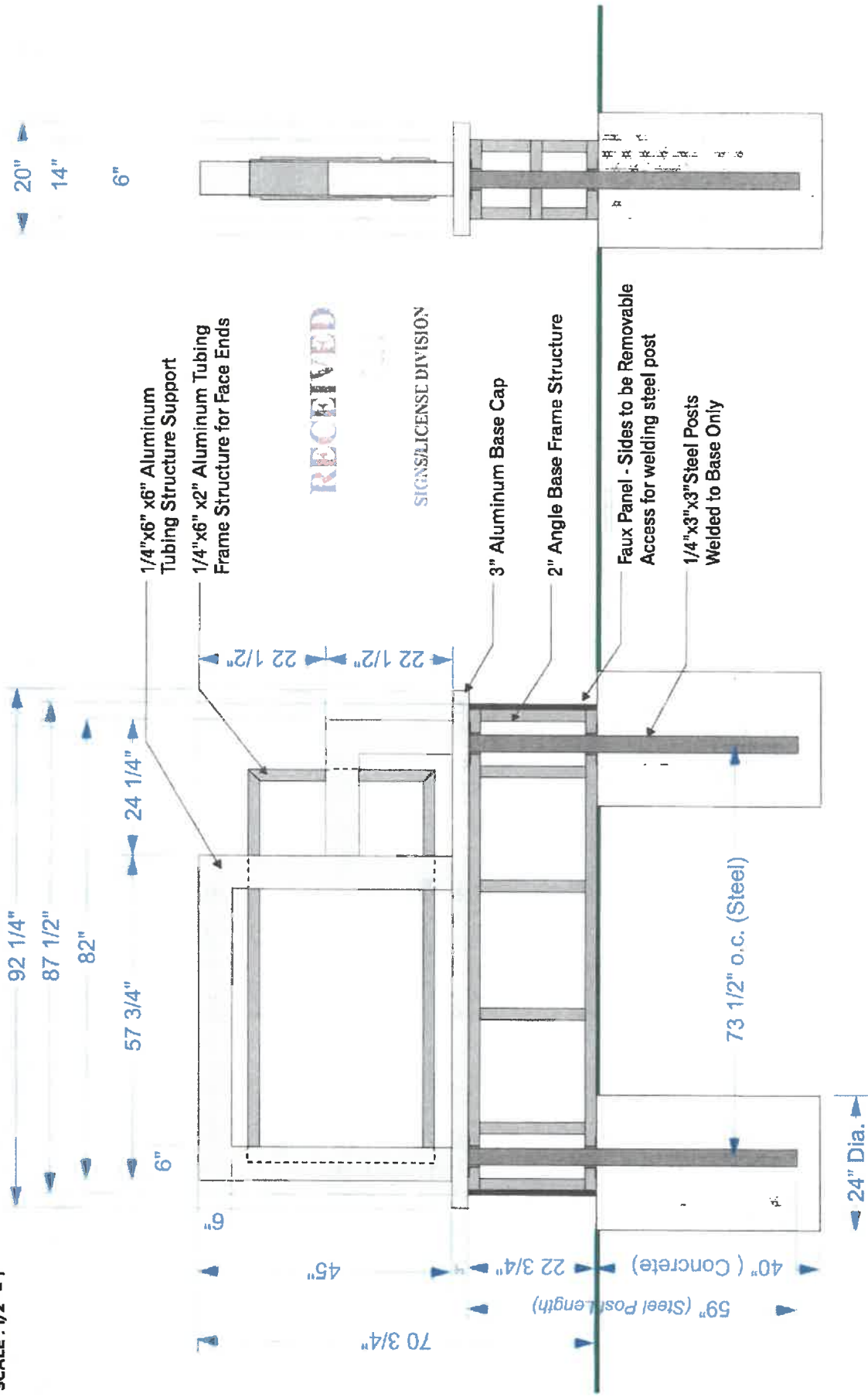
33

1/2" Dimensional Black Acrylic Letters

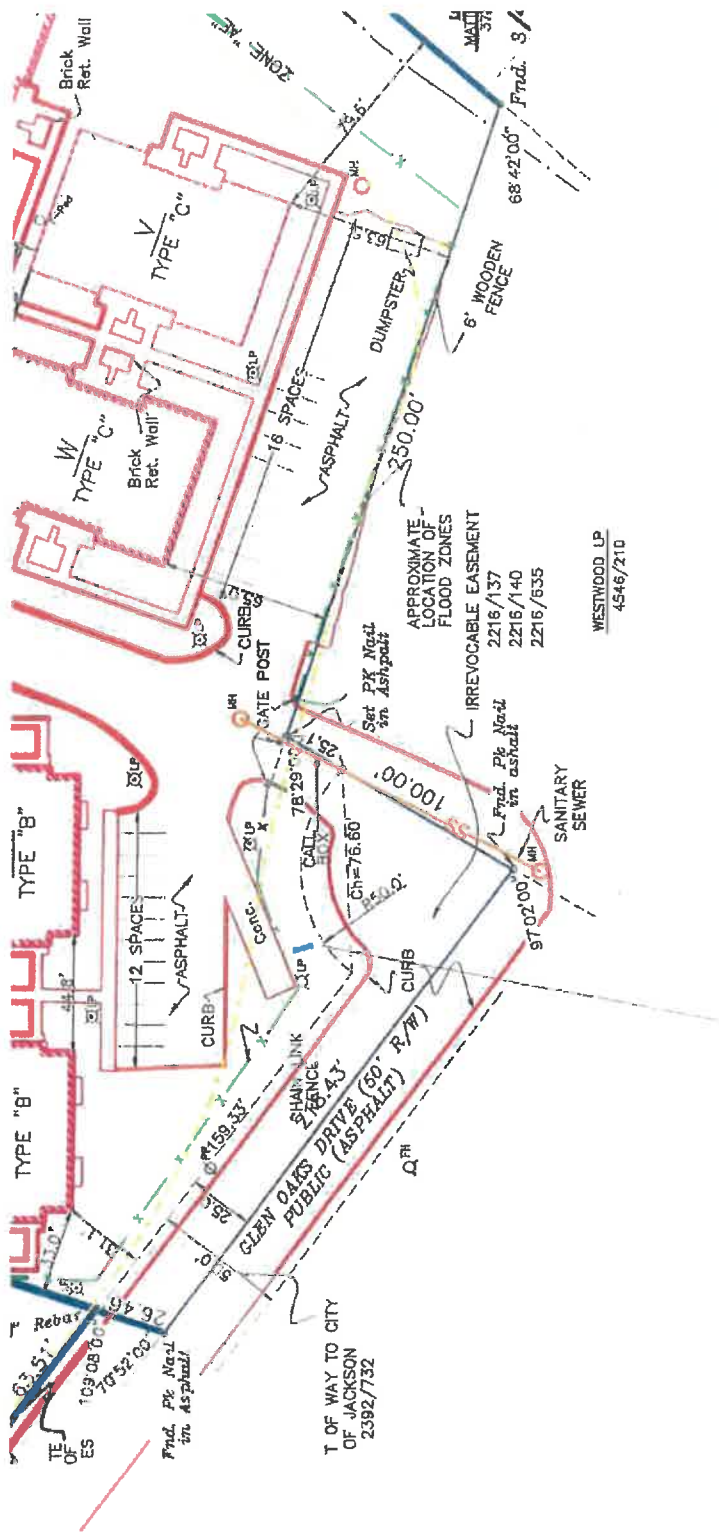


1.0 - The Residences at Glen Oaks : Monument ID : Construction Detail

SCALE : 1/2" = 1'







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SIGNS/LICENSE DIVISION

**SIGN AREA EXPANDED**  
**(14 FEET BEHIND CURB AND ROW)**  
**(39 FEET BEHIND PROPERTY LINE)**

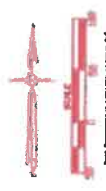




SYMBOL LEGEND	
[Symbol]	EXISTING BUILDING
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING DRIVEWAY
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING ROW
[Symbol]	PROPOSED ROW
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	PROPOSED PROPERTY LINE
[Symbol]	EXISTING LOT
[Symbol]	PROPOSED LOT



**SIGN AREA**  
 (14 FEET BEHIND CURB AND ROW)  
 (39 FEET BEHIND PROPERTY LINE)



THE PROPERTY IS LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, AND IS SUBJECT TO THE CITY OF HOUSTON, TEXAS, ZONING ORDINANCES AND REGULATIONS. THE PROPERTY IS ZONED AS follows: 1 - 100 sq. ft. MINIMUM LOT AREA. 2 - 100 sq. ft. MINIMUM FRONT YARD SETBACK. 3 - 100 sq. ft. MINIMUM SIDE YARD SETBACK. 4 - 100 sq. ft. MINIMUM REAR YARD SETBACK. 5 - 100 sq. ft. MINIMUM FRONT SETBACK. 6 - 100 sq. ft. MINIMUM SIDE SETBACK. 7 - 100 sq. ft. MINIMUM REAR SETBACK. 8 - 100 sq. ft. MINIMUM FRONT SETBACK. 9 - 100 sq. ft. MINIMUM SIDE SETBACK. 10 - 100 sq. ft. MINIMUM REAR SETBACK. 11 - 100 sq. ft. MINIMUM FRONT SETBACK. 12 - 100 sq. ft. MINIMUM SIDE SETBACK. 13 - 100 sq. ft. MINIMUM REAR SETBACK. 14 - 100 sq. ft. MINIMUM FRONT SETBACK. 15 - 100 sq. ft. MINIMUM SIDE SETBACK. 16 - 100 sq. ft. MINIMUM REAR SETBACK. 17 - 100 sq. ft. MINIMUM FRONT SETBACK. 18 - 100 sq. ft. MINIMUM SIDE SETBACK. 19 - 100 sq. ft. MINIMUM REAR SETBACK. 20 - 100 sq. ft. MINIMUM FRONT SETBACK. 21 - 100 sq. ft. MINIMUM SIDE SETBACK. 22 - 100 sq. ft. MINIMUM REAR SETBACK. 23 - 100 sq. ft. MINIMUM FRONT SETBACK. 24 - 100 sq. ft. MINIMUM SIDE SETBACK. 25 - 100 sq. ft. MINIMUM REAR SETBACK. 26 - 100 sq. ft. MINIMUM FRONT SETBACK. 27 - 100 sq. ft. MINIMUM SIDE SETBACK. 28 - 100 sq. ft. MINIMUM REAR SETBACK. 29 - 100 sq. ft. MINIMUM FRONT SETBACK. 30 - 100 sq. ft. MINIMUM SIDE SETBACK. 31 - 100 sq. ft. MINIMUM REAR SETBACK. 32 - 100 sq. ft. MINIMUM FRONT SETBACK. 33 - 100 sq. ft. MINIMUM SIDE SETBACK. 34 - 100 sq. ft. MINIMUM REAR SETBACK. 35 - 100 sq. ft. MINIMUM FRONT SETBACK. 36 - 100 sq. ft. MINIMUM SIDE SETBACK. 37 - 100 sq. ft. MINIMUM REAR SETBACK. 38 - 100 sq. ft. MINIMUM FRONT SETBACK. 39 - 100 sq. ft. MINIMUM SIDE SETBACK. 40 - 100 sq. ft. MINIMUM REAR SETBACK. 41 - 100 sq. ft. MINIMUM FRONT SETBACK. 42 - 100 sq. ft. MINIMUM SIDE SETBACK. 43 - 100 sq. ft. MINIMUM REAR SETBACK. 44 - 100 sq. ft. MINIMUM FRONT SETBACK. 45 - 100 sq. ft. MINIMUM SIDE SETBACK. 46 - 100 sq. ft. MINIMUM REAR SETBACK. 47 - 100 sq. ft. MINIMUM FRONT SETBACK. 48 - 100 sq. ft. MINIMUM SIDE SETBACK. 49 - 100 sq. ft. MINIMUM REAR SETBACK. 50 - 100 sq. ft. MINIMUM FRONT SETBACK. 51 - 100 sq. ft. MINIMUM SIDE SETBACK. 52 - 100 sq. ft. MINIMUM REAR SETBACK. 53 - 100 sq. ft. MINIMUM FRONT SETBACK. 54 - 100 sq. ft. MINIMUM SIDE SETBACK. 55 - 100 sq. ft. MINIMUM REAR SETBACK. 56 - 100 sq. ft. MINIMUM FRONT SETBACK. 57 - 100 sq. ft. MINIMUM SIDE SETBACK. 58 - 100 sq. ft. MINIMUM REAR SETBACK. 59 - 100 sq. ft. MINIMUM FRONT SETBACK. 60 - 100 sq. ft. MINIMUM SIDE SETBACK. 61 - 100 sq. ft. MINIMUM REAR SETBACK. 62 - 100 sq. ft. MINIMUM FRONT SETBACK. 63 - 100 sq. ft. MINIMUM SIDE SETBACK. 64 - 100 sq. ft. MINIMUM REAR SETBACK. 65 - 100 sq. ft. MINIMUM FRONT SETBACK. 66 - 100 sq. ft. MINIMUM SIDE SETBACK. 67 - 100 sq. ft. MINIMUM REAR SETBACK. 68 - 100 sq. ft. MINIMUM FRONT SETBACK. 69 - 100 sq. ft. MINIMUM SIDE SETBACK. 70 - 100 sq. ft. MINIMUM REAR SETBACK. 71 - 100 sq. ft. MINIMUM FRONT SETBACK. 72 - 100 sq. ft. MINIMUM SIDE SETBACK. 73 - 100 sq. ft. MINIMUM REAR SETBACK. 74 - 100 sq. ft. MINIMUM FRONT SETBACK. 75 - 100 sq. ft. MINIMUM SIDE SETBACK. 76 - 100 sq. ft. MINIMUM REAR SETBACK. 77 - 100 sq. ft. MINIMUM FRONT SETBACK. 78 - 100 sq. ft. MINIMUM SIDE SETBACK. 79 - 100 sq. ft. MINIMUM REAR SETBACK. 80 - 100 sq. ft. MINIMUM FRONT SETBACK. 81 - 100 sq. ft. MINIMUM SIDE SETBACK. 82 - 100 sq. ft. MINIMUM REAR SETBACK. 83 - 100 sq. ft. MINIMUM FRONT SETBACK. 84 - 100 sq. ft. MINIMUM SIDE SETBACK. 85 - 100 sq. ft. MINIMUM REAR SETBACK. 86 - 100 sq. ft. MINIMUM FRONT SETBACK. 87 - 100 sq. ft. MINIMUM SIDE SETBACK. 88 - 100 sq. ft. MINIMUM REAR SETBACK. 89 - 100 sq. ft. MINIMUM FRONT SETBACK. 90 - 100 sq. ft. MINIMUM SIDE SETBACK. 91 - 100 sq. ft. MINIMUM REAR SETBACK. 92 - 100 sq. ft. MINIMUM FRONT SETBACK. 93 - 100 sq. ft. MINIMUM SIDE SETBACK. 94 - 100 sq. ft. MINIMUM REAR SETBACK. 95 - 100 sq. ft. MINIMUM FRONT SETBACK. 96 - 100 sq. ft. MINIMUM SIDE SETBACK. 97 - 100 sq. ft. MINIMUM REAR SETBACK. 98 - 100 sq. ft. MINIMUM FRONT SETBACK. 99 - 100 sq. ft. MINIMUM SIDE SETBACK. 100 - 100 sq. ft. MINIMUM REAR SETBACK.

PROPERTY OWNER: [Name]  
 PROJECT NO.: [Number]  
 DATE: [Date]

THESE PLANS WERE PREPARED BY THE ENGINEER AND ARCHITECT NAMED HEREON AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND REGULATIONS. THE ENGINEER AND ARCHITECT MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THESE PLANS OR THE RESULTS OF THEIR USE. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND REGULATIONS. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE PLANS.

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SIGNS LICENSE DIVISION

AS-BUILT SURVEY - 11.8 AC  
 The Park @ Autumn Ridge  
 NW 1/4 SECTION 6, T5N-R1E  
 HINDS COUNTY, MISSISSIPPI

DATE: FEBRUARY 14, 2023

**ORDER DENYING THE RESIDENCES AT GLEN OAKS' REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 16 SQUARE FEET FOR GROUND SIGNAGE (WARD 5)**

OFFICE OF THE CITY ATTORNEY  
CA

**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**, The Residences At Glen Oaks, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

**IT IS, THEREFORE, ORDERED** that The Residences At Glen Oaks is hereby (*denied*) a variance from the Sign Ordinance regulations to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground 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 Item #7  
Agenda Date: October 12, 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:

By: Hillman, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/7/2021  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	To erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.																																													
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>	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> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	850 Lindbergh Drive (Ward 5)																																													
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 Planning & Development Signs & License Division																																													
8.	<b>COST</b>	N/A																																													
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>	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>
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							


Revised 2-04

Staff Recommendation: Approve

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** September 7, 2021

**RE:** Sign Variance

---

The Residences at Glen Oaks, located at 850 Lindbergh Drive, is requesting a variance to erect a 31 square foot ground sign within a R-4 zone which only allows a total of 16 square feet for ground signage.

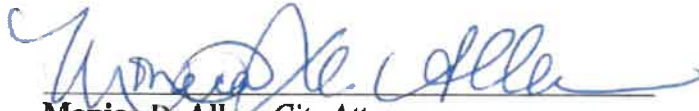
Office of the City Attorney

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 THE RESIDENCES AT GLEN OAKS'S REQUEST FOR A SIGN VARIANCE TO ERECT A 31 SQUARE FOOT GROUND SIGN WITHIN A R-4 ZONE WHICH ONLY ALLOWS A TOTAL OF 1 SQUARE FEET FOR GROUND SIGNAGE (WARD 5) is legally sufficient for placement in NOVUS Agenda.



Monica B. Allen, *City Attorney*

Chandra Gayten, *Deputy City Attorney* Ca



DATE

OFFICE OF THE CITY ATTORNEY  
Ca



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

September 7, 2021

Read Property Group  
Joe Bernstein  
4706 18<sup>th</sup> Avenue  
Brooklyn, NY 11204

Re: The Residences At Glen Oaks ' Sign Variance Application

Dear Mr. Bernstein:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of The Residences At Glen Oaks located at 850 Lindbergh 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 The Residences At Glen Oaks is requesting to erect a 31 square foot monument sign within a R-4 zone which only allows a total of 16 square feet for ground 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**

7/28/11 7:29

SIGNS/LICENSE DIVISION

**FOR OFFICE USE ONLY**

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

**CITY OF JACKSON, MS**

**Application for Sign Variance**

I. Subject Property Address: 850 Lindbergh Drive  
Jackson MS 39209

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

*Applicant seeks a sign variance will include additional material to the sign to ensure the structural integrity of the sign & is not a part of the sign itself*

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? NO If yes, please attach copies

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

**VI. APPLICANT'S INFORMATION:**

Name: Park at Autumn Ridge BD LLC - The Residences at Glen Oaks  
Mailing Address: 850 Lindbergh Drive  
City: Jackson State: MS Zip: 39209  
Contact Phone: 718-972-7878 Fax: \_\_\_\_\_  
Email: bill@kellumlawfirmpe.com

**RECEIVED**

SIGNS/LICENSE DIVISION

**VII. APPLICANT WILL BE REPRESENTED BY:**

Name: William S. Kellum - Kellum Law Firm  
Mailing Address: 1438 N. State Street  
City: Jackson State: MS Zip: 39202  
Contact Phone: 601-969-2709 Fax: 601-969-2161  
Email: bill@kellumlawfirm.com

**VIII. CURRENT PROPERTY OWNER(S):**

Name: Read Property Group  
Mailing Address: 4706 184th Avenue  
City: Brooklyn State: NY Zip: 11204  
Email: joe.burnstein@realprop.com

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

Variance(s) \$450.00

RECEIVED

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.

\_\_\_\_\_ *[Signature]*

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

850 Lindbergh Drive Jackson, Mississippi

On this the 24th day of August, 2021.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

\_\_\_\_\_ *[Signature]*

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 24th  
Day of August, 2021.



*[Signature]*  
NOTARY PUBLIC

**RECEIVED**

SIGNS/LICENSE DIVISION

August 23, 2021

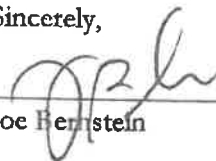
Mr. Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson, MS  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
Jackson, Mississippi 39205

Re: Statement of Intent – 850 Lindbergh Dr., Jackson, Mississippi 39209

Deputy Director Keeton:

The Applicant seeks a sign variance from the City of Jackson's requirement that "the surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign including all of the elements of the matter displayed ... Border, frame and trim shall be included in computation of the surface area." The variance will include additional material to the sign to ensure the structural integrity of the sign and is not a part of the sign itself as contemplated by the City's sign ordinance.

Sincerely,



Joe Herrstein

JB:mla

RECEIVED

SIGNS/LICENSE DIVISION LETTER OF AUTHORIZATION

Date: 3/04/2021

As Owner of the property listed below, I give A1 and their agent authorization to act on my behalf to apply for all necessary permits and the installation of signage.

**Project Name:** Park at Autumn Ridge BD LLC


**Project Address:** 850 Lindbergh Dr. Jackson, MS

**Owner and/or Owner's Agent:** Read Property Group

**Address:** 4706 18th Ave, Brookly, NY 11204

**Phone:** 718-972-7878

**Print Name:** Robert Wolf

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



RECEIVED

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 9/3/2021  
Zone R-4  
Approved By [Signature]  
Note \_\_\_\_\_

SIGNS/LICENSE DIVISION

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>A1 Signs, Inc.</u>		Business Name <u>DBA: Park at Autumn Ridge BDL LLC</u>	
Address <u>6334 Buford Hwy</u>		Business Address <u>850 Lindbergh Dr.</u>	
City <u>Norcross</u> State <u>GA</u> Zip <u>30071</u>		Owner's Name <u>Real Property Group</u>	
Phone <u>770-448-7446</u>		Phone <u>718-972-7878</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # <u>1203834</u>	
City of Jackson Privilege License # <u>84769</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>70<sup>3</sup>/<sub>4</sub></u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/> <u>NA</u>	
Height <u>33</u>	Length _____	UL# _____	
Length <u>69.75</u>	Square Footage _____	Sign Material Type: <u>aluminum, PK</u>	
Square Footage <u>15.98</u>	Wall Area _____		
Wind Pressure <u>100</u>	_____		
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> _____	
<u>The Residences at Glen Oaks</u>		Date Inspected: _____	
_____		APPROVED <input type="checkbox"/>	
_____		DISAPPROVED <input type="checkbox"/>	
_____			
Temporary Banner <input type="checkbox"/> Plot Drawings <input checked="" 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]

3/17/2021

Applicant's Signature

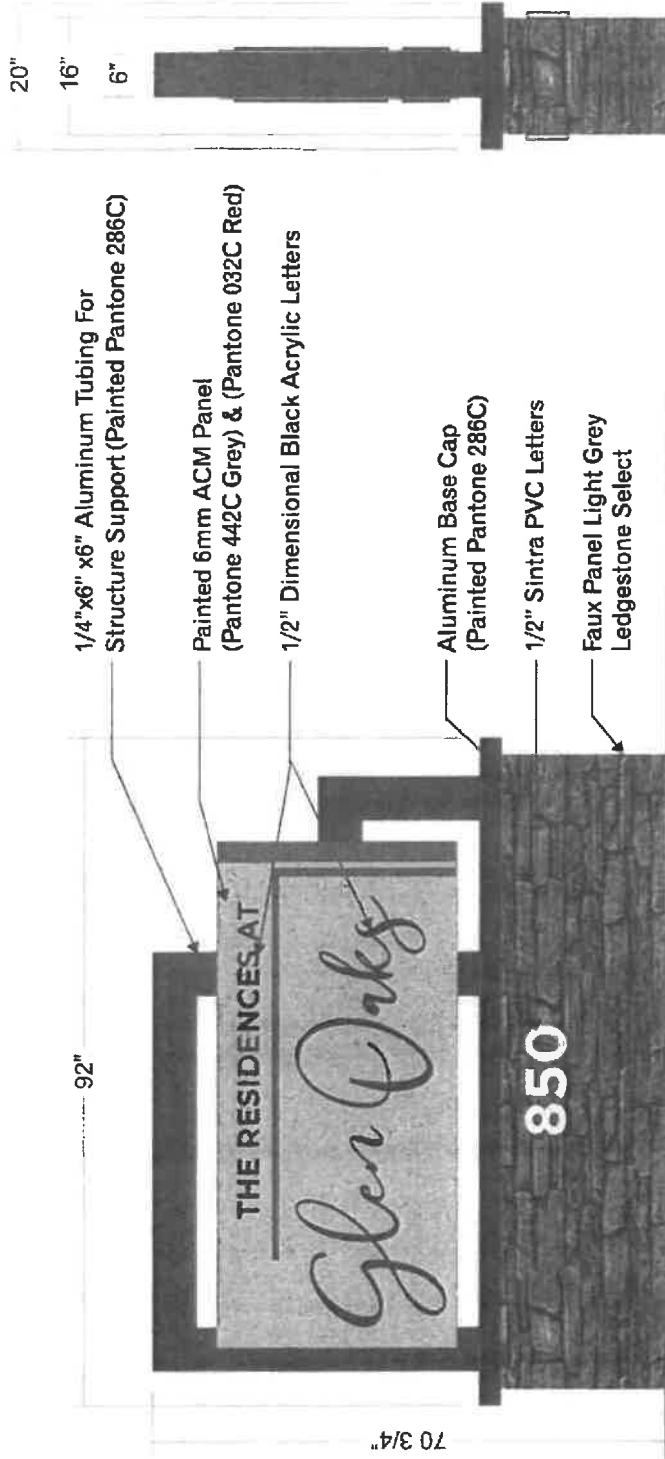
Date

Sign and License Division Manager

**1.0 - The Residences at Glen Oaks : Monument ID : Structure Detail**

**SCALE : 1/2" = 1'**

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.



**RECEIVED**

SIGNS/LICENSE DIVISION



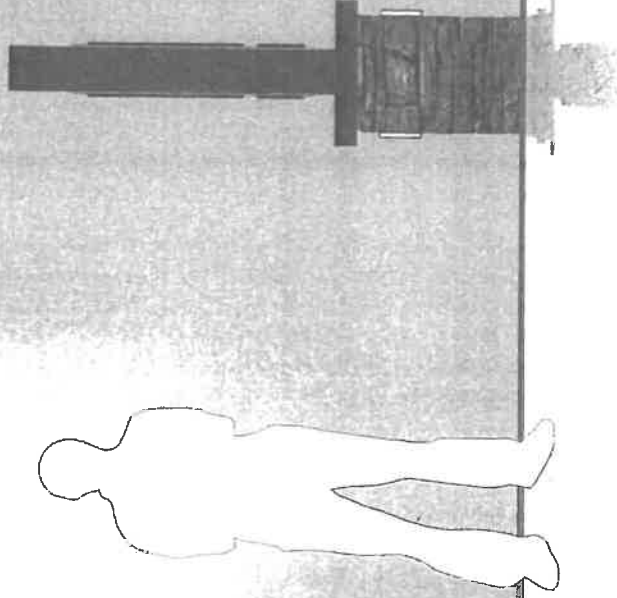
THE RESIDENCES AT

*Glen Oaks*

**RECEIVED**

100 S I 2021

SIGNS/LICENSE DIVISION



ADDRESS <b>580 LINDBERG DRIVE,          JACKSON, MS</b>	SILENAME <b>AARON STILLMAN</b>	SCALE <b>1/2" = 1'</b>	DATE <b>08/12/2020</b>	RT : 10/05/2020
CLIENT	TITLE <b>SERGE</b>	ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF <b>AI SIGNS, INC.</b>	IF USED OR CONTINUED BY OTHERS, AI SIGNS, INC. WILL BE HELD RESPONSIBLE FOR REPAIR AND MAINTENANCE. INITIALS <input type="text"/> DATE <input type="text"/>	PRIMARY WORKING OF LICENSEE IN USE AND SUBJECT TO BEING FORWARDED TO CUSTOMER BY CUSTOMER
AI SIGNS, INC. <b>AI SIGNS</b>	8334 BIRFORD HWY WOODBRASS, GA 30071	8334 BIRFORD HWY WOODBRASS, GA 30071	770.448.7446	8334 BIRFORD HWY WOODBRASS, GA 30071



**1.0 - The Residences at Glen Oaks : Monument ID : Sign Area**

**SCALE : 1/2" = 1'**

*Sign area:* The surface area of a sign shall be computed as including the entire area within a rectangle triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border, frame and trim shall be included in computation of surface area.

**RECEIVED**

**SIGN AREA = 15.9 SQ FEET**

69 3/4"

SIGNS/LICENSE DIVISION

Painted 6mm ACM Panel  
(Pantone 442C Grey) & (Pantone 032C Red)

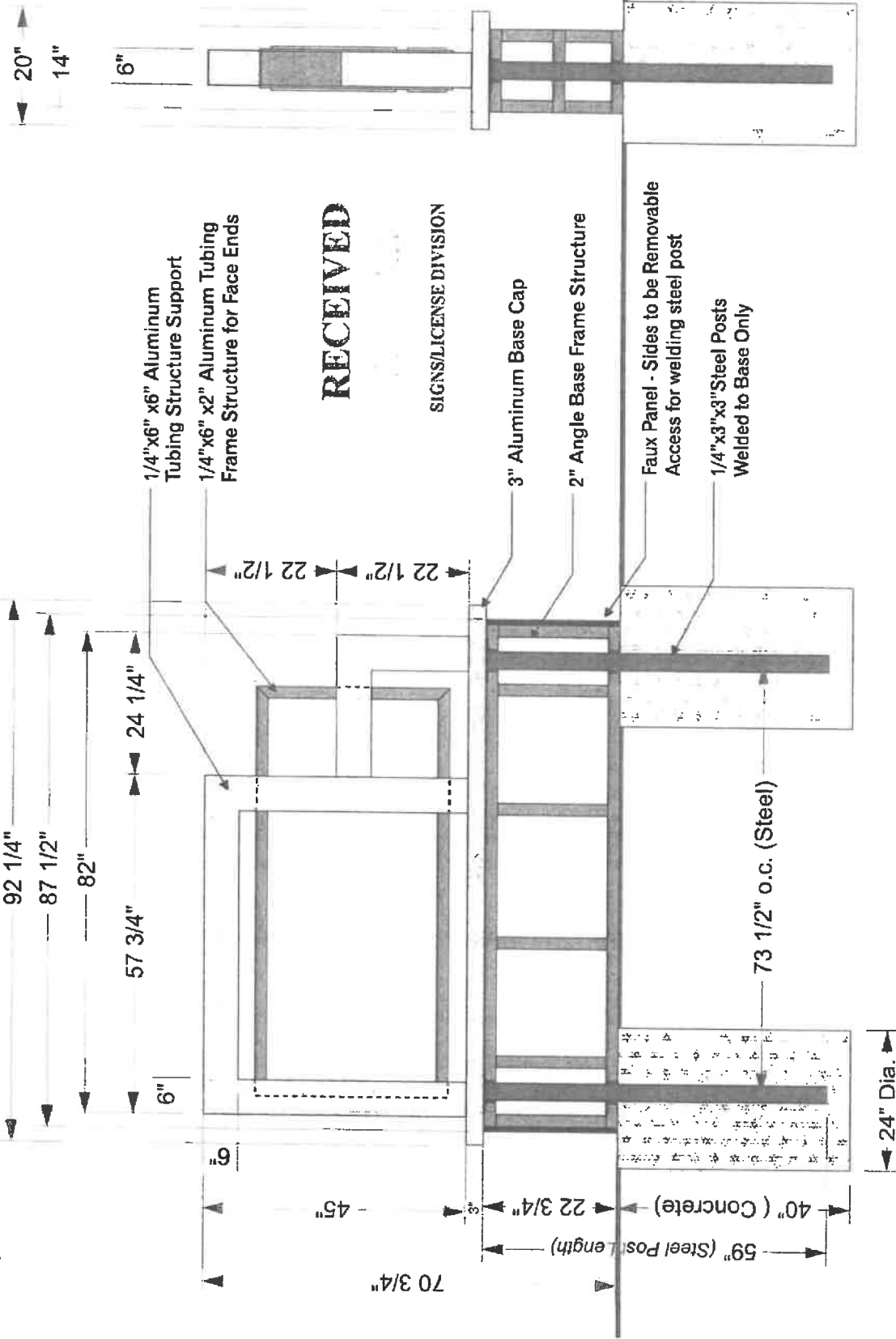


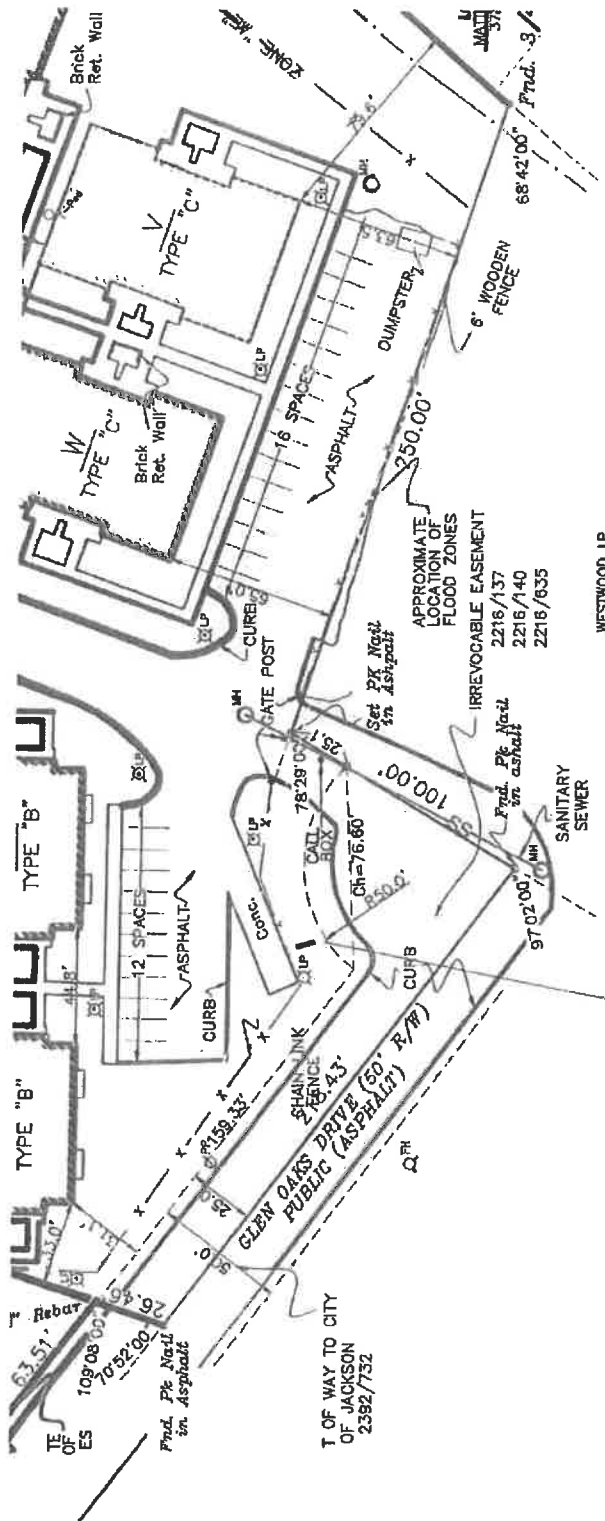
1/2" Dimensional Black Acrylic Letters



1.0 - The Residences at Glen Oaks : Monument ID : Construction Detail

SCALE : 1/2" = 1'





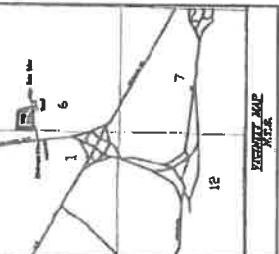
# SIGN AREA EXPANDED

(14 FEET BEHIND CURB AND ROW)  
 (39 FEET BEHIND PROPERTY LINE)

RECEIVED

SIGNS/LICENSE DIVISION

WESTWOOD LP  
4548/210



**SURVEY LEGEND**

23' CURB WALL	
APARTMENT BUILDING	TYPE A
BRICK & FRAME	TYPE B
APARTMENT BUILDING	TYPE C
BRICK & FRAME	



**SIGN AREA**  
 (14 FEET BEHIND CURB AND ROW)  
 (39 FEET BEHIND PROPERTY LINE)



THE PROPERTY IS SHOWN AS BEING 23' WIDE AND 111.8 ACRES IN AREA. THIS IS A 23' WIDE CURET WALL. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA.

**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS TO THE CENTERLINE OF CURB WALLS AND TO THE CENTERLINE OF PROPERTY LINES.
2. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA.
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12. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA. THE UNIMPROVED FRONT LOT IS 111.8 ACRES IN AREA.

**APARTMENT COMMENTS**

THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT. THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT. THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT.

**RECEIVED**

SIGNSLICENSE DIVISION

**AS-BUILT SURVEY - 11.8 AC**  
 The Park @ Autumn Ridge  
 NW 1/4 SECTION 6, T6N-R1E  
 HINDS COUNTY, MISSISSIPPI

**APPROVED**

DATE: 10/15/2010

BY: [Signature]

THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT. THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT. THE APARTMENTS ARE TO BE BUILT ON THE UNIMPROVED FRONT LOT.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISESTO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2014-1829 – 3424 LAMPTON AVENUE – \$8,200.00 – WARD 3**

**WHEREAS**, on March 24, 2015, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 9, 2014 for Case 2014-1829 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, KL T LLC submitted the lowest bid of \$6,000.00; and

**WHEREAS**, after the bids were submitted, KL T LLC notified the Community Improvement Division that it was withdrawing its bid; and

**WHEREAS**, SOCRATES GARRETT ENTERPRISES appeared next on the rotation list and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3424 LAMPTON AVENUE for the sum of \$8,200.00; and

**WHEREAS**, SOCRATES GARRETT ENTERPRISES has a principal office address of 2659 Livingston Road, Jackson Mississippi 39213.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with SOCRATES GARRETT ENTERPRISES to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3424 LAMPTON AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,200.00 shall be paid to SOCRATES GARRETT ENTERPRISES for the services provided from funds budgeted for the Division.

Consent Agenda Item #9  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/27/2021  
DATE

POINTS		COMMENTS																														
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																														
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>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	All City of Jackson residents																														
4.	<b>Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
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>	WARD 3																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	<b>COST</b>	\$8,200.00																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDS (001-444-70-6485)																														
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 10%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</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 Planning and Development



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman  
Director Planning and Development

DATE: September 27, 2021

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2014-1829.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11, CASE 2014-1829, 3424 LAMPTON AVENUE - \$8,200.00 - WARD 3 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

DATE: 10/6/21



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1143 – 3463 ROSEMARY AVENUE – \$1,363.00 – WARD 6**

**WHEREAS**, on August 18, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 30, 2020 for Case 2020-1143 located in Ward 6 of the City of Jackson; and

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

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC appeared next on the rotation list and through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3463 ROSEMARY AVENUE for the sum of \$1,363.00; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC has a principal office address of 170 Sivley Avenue, Jackson Mississippi 39203.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with RESURRECTION LAWN CARE SERVICE, LLC to cut vegetation and remedy conditions on the property located at 3463 ROSEMARY AVENUE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,363.00 shall be paid to RESURRECTION LAWN CARE SERVICE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #10  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 09/28/2021  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. 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. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE																																													
<b>7. Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 1,363.00																																													
<b>9. Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
<b>10. 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	_____																																						

Department of Planning and Development



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

## MEMORANDUM

**TO:** Jordan Hillman  
Director of Planning and Development

**FROM:** Community Improvement Division

**DATE:** September 28, 2021

**Re:** Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICE, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1143.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE NO. 2020-1143 - 3463 ROSEMARY AVENUE - \$1,363.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney*

*CAmt*  
*Ca*

DATE: 10/6/21

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-1785 – 2114A THOUSAND OAKS – \$2,250.00 – WARD 4**

ck

**WHEREAS**, on April 24, 2018 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 3, 2017 for Case 2017-1785 located in Ward 4 of the City of Jackson; and

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

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC appeared next on the rotation list and through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2114A THOUSAND OAKS for the sum of \$2,250.00; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC has a principal office address of 170 Sivley Avenue, Jackson Mississippi 39203.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with RESURRECTION LAWN CARE SERVICE, LLC to cut vegetation and remedy conditions on the property located at 2114A THOUSAND OAKS deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$2,250.00 shall be paid to RESURRECTION LAWN CARE SERVICE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #11  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    09/28/2021  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
<b>1.</b>	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
<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. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
<b>3.</b>	<b>Who will be affected</b>	All City of Jackson residents
<b>4.</b>	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
<b>5.</b>	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
<b>8.</b>	<b>COST</b>	\$ 2,250.00
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)
<b>10.</b>	<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 _____

Department of Planning and Development



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

## MEMORANDUM

TO: Jordan Hillman  
Director of Planning and Development

FROM: Community Improvement Division

DATE: September 28, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICE, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2017-1785.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE NO. 2017-1785 - 2114A THOUSAND OAKS - \$2,250.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

CSM  
CG

DATE:

10/6/21



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLCTO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1556 – 823 ALVAREDO STREET – \$1,540.00 – WARD 6**

**WHEREAS**, on March 3, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 14, 2020 for Case 2019-1556 located in Ward 6 of the City of Jackson; and

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

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC appeared next on the rotation list and through its representative, Victor Grant, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 823 ALVAREDO STREET for the sum of \$1,540.00; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC has a principal office address of 170 Sivley Avenue, Jackson Mississippi 39203.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with RESURRECTION LAWN CARE SERVICE, LLC to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 823 ALVAREDO STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,540.00 shall be paid to RESURRECTION LAWN CARE SERVICE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #12  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/28/2021**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>				
<b>1.</b>	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.				
<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. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
<b>3.</b>	<b>Who will be affected</b>	All City of Jackson residents				
<b>4.</b>	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.				
<b>5.</b>	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.				
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE				
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION				
<b>8.</b>	<b>COST</b>	\$ 1,540.00				
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)				
<b>10.</b>	<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 _____

Department of Planning and Development



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

## MEMORANDUM

TO: Jordan Hillman  
Director of Planning and Development

FROM: Community Improvement Division

DATE: September 28, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICE, LLC** for the board-up and securing of structure(s) and/or the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1556.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED, SECTION 21-19-11, CASE NO: 2019-1556 - 823 ALVAREDO STREET - \$1,540.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

*CA*

DATE:

10/6/21

**ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE  
FOR THE 2021 AUDIT AND AUTHORIZING MAYOR TO EXECUTE  
SAID DOCUMENT.**

OFFICE OF THE  
CITY CLERK  
Kurt Lopez  
9/11/21

**WHEREAS**, as part of the municipality's annual audit, the City must complete the Municipal Compliance Questionnaire for Fiscal Year 2021; and

**WHEREAS**, The Municipal Compliance Questionnaire must be approved by the governing authorities and executed by the Mayor;

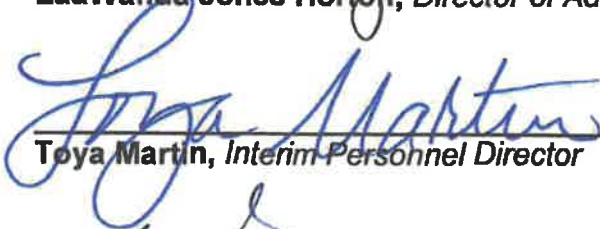
**IT IS, THEREFORE, ORDERED** that the Municipal Compliance Questionnaire for the 2021 City Audit be approved and that the Mayor be authorized to execute said questionnaire and made part of the minutes.

Agenda Item #15  
Agenda Date: October 12, 2021  
(HORTON, LUMUMBA)

**APPROVAL OF  
MUNICIPAL COMPLIANCE QUESTIONNAIRE  
SEPTEMBER 30, 2021**



**LaaWanda Jones Horton, Director of Administration**



**Toya Martin, Interim Personnel Director**



**Marlin King, Public Works Director**



**MacDarrell Poullard, Risk Manager**



**Angela Harris, Interim Municipal Clerk**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** Date: September 14, 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>	Approve Municipal Questionnaire			
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>	Changes in City Government			
3.	<b>Who will be affected</b>	All citizens of Jackson			
4.	<b>Benefits</b>	Comply with State Auditor's Request			
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council			
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>	City Wide			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Administration			
8.	<b>COST</b>	N/A			
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>	N/A			
10.	<b>EBO participation</b>	ABE ___%      WAIVER    yes ___    no ___      N/A <input checked="" type="checkbox"/> AABE ___%      WAIVER    yes ___    no ___      N/A <input checked="" type="checkbox"/> WBE ___%      WAIVER    yes ___    no ___      N/A <input checked="" type="checkbox"/> HBE ___%      WAIVER    yes ___    no ___      N/A <input checked="" type="checkbox"/> NABE ___%      WAIVER    yes ___    no ___      N/A x			



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** LaaWanda Jones Horton  
Director of Administration

**DATE:** September 14, 2021

**RE:** MUNICIPAL COMPLIANCE QUESTIONNAIRE - FY 2021

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As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The Questionnaire must be entered into the official minutes of the governing authorities.



Office of the City Attorney

155 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone (601) 225-1234  
Facsimile (601) 225-1235

FILED  
Kassie L. ...  
9/14/2024

## OFFICE OF THE CITY ATTORNEY

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This **ORDER APPROVING MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE 2021 AUDIT AND AUTHORIZING MAYOR TO EXECUTE SAID DOCUMENT** legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Kristen Love, *Deputy City Attorney*

KL



DATE

## Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

### Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:

Based on 2010 Census, Population 173,514

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

SEE ATTACHED

4. Period of time covered by this questionnaire:

From: 10-1-2020

To: 9-30-2021

5. Expiration date of current elected officials' term: JUNE 30, 2025

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**

**Year Ended September 30, 2021**

Answer All Questions: Y - YES, N - NO, N/A - NON APPLICABLE

**Part I - General**

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
6. Are all required personnel covered by appropriate surety bonds?
  - \* Board or council members (Section 21-17-5) Y
  - \* Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)
  - \*Municipal clerk (Section 21-15-38) Y
  - \*Deputy Clerk (Section 21-15-23) Y
  - \*Chief of police (Section 21-21-1) Y
  - \*Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

- |  |          |
|--|----------|
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19)  | <u>Y</u> |
| <b>PART II - Cash and Related Records</b>  |          |
| 1. Where required, is a claims docket maintained? (Section 21-39-7)  | <u>Y</u> |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)   | <u>Y</u> |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)   | <u>Y</u> |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)  | <u>Y</u> |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)   | <u>Y</u> |
| 6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9)                                      | <u>Y</u> |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)                                    | <u>Y</u> |
| 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205)   | <u>Y</u> |
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)   | <u>Y</u> |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)  | <u>Y</u> |
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)  | <u>Y</u> |

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution)-- Sections 21-19-45 through 21-19-59, etc.) Y
17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y
- PART III - Purchasing and Receiving**
1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y
- PART IV - Bonds and Other Debt**
1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y

- |   |          |
|---|----------|
| 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65)  | <u>Y</u> |
| 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)                                    | <u>Y</u> |
| 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)   | <u>Y</u> |

**PART V - Taxes and Other receipts**

- |   |            |
|---|------------|
| 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)  | <u>Y</u>   |
| 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)  | <u>Y</u>   |
| 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)   | <u>N/A</u> |
| 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)   | <u>Y</u>   |
| 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)   | <u>Y</u>   |
| 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)  | <u>Y</u>   |
| 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)  | <u>Y</u>   |
| 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)  | <u>Y</u>   |
| 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) | <u>Y</u>   |

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**Certification to Municipal Compliance  
Questionnaire Year Ended September 30, 2021**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of \_\_\_\_\_, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
Angela Harris, Interim Municipal Clerk

\_\_\_\_\_  
Chokwe A. Lumumba, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*



**CITY OF JACKSON  
MIML MEMBERSHIP INFORMATION**

<b>MAYOR</b>	<b>CHOKWE A. LUMUMBA</b>	<b>601-960-1084</b>	<a href="mailto:calumumba@city.jackson.ms.us">calumumba@city.jackson.ms.us</a>
<b>CITY COUNCIL, WARD 1</b>	<b>ASHBY FOOTE</b>	<b>601-960-2051</b>	<a href="mailto:afoote@city.jackson.ms.us">afoote@city.jackson.ms.us</a>
<b>CITY COUNCIL, WARD 2</b>	<b>ANGELIQUE LEE</b>	<b>601-960-1091</b>	<a href="mailto:angeliquelee@jackson.ms.gov">angeliquelee@jackson.ms.gov</a>
<b>CITY COUNCIL, WARD 3</b>	<b>KENNEETH STOKES</b>	<b>601-960-1090</b>	<a href="mailto:kstokes@city.jackson.ms.us">kstokes@city.jackson.ms.us</a>
<b>CITY COUNCIL, WARD 4</b>	<b>BRIAN GRIZZELL</b>	<b>601-960-2052</b>	<a href="mailto:bgrizzell@jackson.ms.gov">bgrizzell@jackson.ms.gov</a>
<b>CITY COUNCIL, WARD 5</b>	<b>VERNON HARTLEY</b>	<b>601-960-1092</b>	<a href="mailto:vhartley@city.jackson.ms.us">vhartley@city.jackson.ms.us</a>
<b>CITY COUNCIL, WARD 6,</b>	<b>AARON BANKS</b>	<b>601-960-1089</b>	<a href="mailto:abanks@city.jackson.ms.us">abanks@city.jackson.ms.us</a>
<b>CITY COUNCIL, WARD 7, PRESIDENT</b>	<b>VIRGI LINDSAY</b>	<b>601-960-1063</b>	<a href="mailto:vlindsay@city.jackson.ms.us">vlindsay@city.jackson.ms.us</a>
<b>CHIEF OF STAFF</b>	<b>SAFIYA OMARI</b>	<b>601-960-1084</b>	<a href="mailto:somari@city.jackson.ms.us">somari@city.jackson.ms.us</a>
<b>CHIEF ADMINISTRATIVE OFFICER</b>	<b>LOUIS WRIGHT</b>	<b>601-960-2312</b>	<a href="mailto:louisw@city.jackson.ms.us">louisw@city.jackson.ms.us</a>
<b>CHIEF, JACKSON POLICE DEPARTMENT</b>	<b>JAMES DAVIS</b>	<b>601-960-1217</b>	<a href="mailto:jdavis@city.jackson.ms.us">jdavis@city.jackson.ms.us</a>
<b>CHIEF, JACKSON FIRE DEPARTMENT</b>	<b>WILLIE OWENS</b>	<b>601-960-1392</b>	<a href="mailto:wowens@city.jackson.ms.us">wowens@city.jackson.ms.us</a>
<b>INTERIM CITY ATTORNEY</b>	<b>CATORIA MARTIN</b>	<b>601-960-1799</b>	
<b>CITY PROSECUTOR</b>	<b>KEITH GATES</b>	<b>601-960-1197</b>	<a href="mailto:kgates@city.jackson.ms.us">kgates@city.jackson.ms.us</a>
<b>MUNICIPAL CLERK</b>	<b>ANGELA HARRIS</b>	<b>601-960-1137</b>	<a href="mailto:aharris@city.jackson.ms.us">aharris@city.jackson.ms.us</a>
<b>CLERK OF THE COUNCIL</b>	<b>SHANEKIA MOSLEY</b>	<b>601-960-2322</b>	<a href="mailto:shanekiam@city.jackson.ms.us">shanekiam@city.jackson.ms.us</a>
<b>COURT ADMINISTRATOR</b>	<b>CHIQUITA JIMERSON</b>	<b>601-960-2062</b>	<a href="mailto:cjimerson@city.jackson.ms.us">cjimerson@city.jackson.ms.us</a>
<b>DIRECTOR, ADMINISTRATION</b>	<b>LAA WANDA J. HORTON</b>	<b>601-960-2312</b>	<a href="mailto:lhorton@city.jackson.ms.us">lhorton@city.jackson.ms.us</a>
<b>DIRECTOR, COMMUNICATIONS</b>		<b>601-960-2378</b>	
<b>DIRECTOR, HUMAN &amp; CULTURAL SERVICES</b>	<b>ADRIANE DORSEY-KIDD</b>	<b>601-960-0764</b>	<a href="mailto:adkidd@city.jackson.ms.us">adkidd@city.jackson.ms.us</a>
<b>DEPUTY DIRECTOR, HUMAN &amp; CULTURAL SVC</b>	<b>JOHN DAVID LEWIS</b>	<b>601-960-1537</b>	<a href="mailto:jlewis@city.jackson.ms.us">jlewis@city.jackson.ms.us</a>
<b>DIRECTOR, HUMAN RESOURCES</b>	<b>TOYA MARTIN</b>	<b>601-960-1327</b>	<a href="mailto:twiscott@city.jackson.ms.us">twiscott@city.jackson.ms.us</a>
<b>DIRECTOR, PARKS &amp; RECREATION</b>	<b>ISON HARRIS</b>	<b>601-960-0716</b>	<a href="mailto:iharris@city.jackson.ms.us">iharris@city.jackson.ms.us</a>
<b>DIRECTOR, PLANNING AND DEVELOPMENT</b>	<b>JORDAN HILLMAN</b>	<b>601-960-1993</b>	<a href="mailto:jhillman@city.jackson.ms.us">jhillman@city.jackson.ms.us</a>
<b>DIRECTOR, PUBLIC WORKS</b>	<b>MARLIN KING</b>	<b>601-960-2352</b>	<a href="mailto:marlink@city.jackson.ms.us">marlink@city.jackson.ms.us</a>
<b>DEPUTY DIRECTOR, PUBLIC WORKS</b>	<b>CARLA DAZET</b>	<b>601-960-2367</b>	<a href="mailto:cdazet@city.jackson.ms.us">cdazet@city.jackson.ms.us</a>
<b>INTERIM DEPUTY DIRECTOR, INFORMATION TECHNOLOGY</b>	<b>MURIEL REID</b>	<b>601-960-1395</b>	<a href="mailto:mreid@jackson.ms.us">mreid@jackson.ms.us</a>
<b>EXECUTIVE ASSISTANT TO THE MAYOR</b>	<b>TIFFANY MURRAY</b>	<b>601-960-6433</b>	<a href="mailto:tmurray@jackson.ms.gov">tmurray@jackson.ms.gov</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>ALI SHAMSIDDEEN</b>	<b>601-960-0947</b>	<a href="mailto:ashamsiddeen@city.jackson.ms.us">ashamsiddeen@city.jackson.ms.us</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>HENRY C. CLAY, III</b>	<b>601-960-0947</b>	<a href="mailto:hclay@city.jackson.ms.us">hclay@city.jackson.ms.us</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>JEFFERY REYNOLDS</b>	<b>601-960-0947</b>	<a href="mailto:jreynolds@city.jackson.ms.us">jreynolds@city.jackson.ms.us</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>TAUREAN BUCHANAN</b>	<b>601-960-0947</b>	<a href="mailto:tbuchanan@city.jackson.ms.us">tbuchanan@city.jackson.ms.us</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>JUNE HARDWICK</b>	<b>601-960-0947</b>	<a href="mailto:jhardwick@city.jackson.ms.us">jhardwick@city.jackson.ms.us</a>
<b>JUDGE, MUNICIPAL COURT</b>	<b>WILLIAM (BILL) WALKER, JR</b>	<b>601-960-0947</b>	<a href="mailto:wwalker@city.jackson.ms.us">wwalker@city.jackson.ms.us</a>

**CITY OF JACKSON  
MIML MEMBERSHIP INFORMATION**

<b>MANAGER, ACTION LINE / 311</b>	<b>ANDY BOONE</b>	<b>601-960-1111</b>	<a href="mailto:aboone@city.jackson.ms.us">aboone@city.jackson.ms.us</a>
<b>MANAGER, CONSTITUENT SERVICES</b>	<b>WANDA SMITH</b>	<b>601-960-2324</b>	<a href="mailto:wsmith@city.jackson.ms.us">wsmith@city.jackson.ms.us</a>
<b>MANAGER, FINANCE</b>	<b>JILLIAN CALDWELL</b>	<b>601-960-2422</b>	<a href="mailto:jcaldwell@city.jackson.ms.us">jcaldwell@city.jackson.ms.us</a>
<b>CITY ENGINEER</b>	<b>CHARLES WILLIAMS</b>	<b>601-960-1651</b>	<a href="mailto:cwilliams@city.jackson.ms.us">cwilliams@city.jackson.ms.us</a>
<b>RISK MANAGEMENT</b>	<b>MACDARRELL POUILLARD</b>	<b>601-960-1048</b>	<a href="mailto:macpouillard@city.jackson.ms.us">macpouillard@city.jackson.ms.us</a>
<b>ZONING ADMINISTRATOR</b>	<b>ESTER AINSWORTH</b>	<b>601-960-2365</b>	<a href="mailto:eainsworth@city.jackson.ms.us">eainsworth@city.jackson.ms.us</a>

Office of the City Attorney

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING MAYOR TO EXECUTE AGREEMENTS WITH AZTECA SYSTEM, INC., FOR MAINTENANCE OF SOFTWARE SYSTEM** is legally sufficient for placement on NOVUS Agenda.

  
Monica D. Allen, City Attorney  
Kristen Love, Deputy Att  
KL

  
DATE

FILED  
9/27/2021  
Kristen Love



**ORDER AUTHORIZING MAYOR TO EXECUTE AGREEMENTS WITH AZTECA SYSTEM, INC., FOR MAINTENANCE OF SOFTWARE SYSTEM**

**WHEREAS**, Azteca Systems, Inc., has proposed a maintenance agreement that covers all software for the Cityworks system; and

**WHEREAS**, maintenance needs for all Cityworks software modules (Desktop, Anywhere, Server AMS, Storeroom, CCTV Interface, Equipment Manager, Pavement Analyst, and Service Request API) along with annual updates, support, and site licenses, have been analyzed and execution of maintenance agreements for the Cityworks is recommended;

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute agreements with Azteca Systems, Inc., providing for maintenance of software for Cityworks, said maintenance being provided at a cost of \$59,000.00 from September 8, 2021 through September 8, 2022.

**IT IS, FURTHER, ORDERED** that authorization be granted for automatic renewal of Cityworks System maintenance on an annual basis, at a cost of \$59,000.00, unless advance notice is given by the City.

Agenda Item #16  
Agenda Date: October 12, 2021  
(HORTON, LUMUMBA)

**ORDER AUTHORIZING MAYOR TO EXECUTE AGREEMENTS  
WITH AZTECA SYSTEM, INC., FOR MAINTENANCE OF  
SOFTWARE SYSTEM**

**WHEREAS**, Azteca Systems, Inc., has proposed a maintenance agreement that covers all software for the Cityworks system; and

**WHEREAS**, maintenance needs for all Cityworks software modules (Desktop, Anywhere, Server AMS, Storeroom, CCTV Interface, Equipment Manager, Pavement Analyst, and Service Request API) along with annual updates, support, and site licenses, have been analyzed and execution of maintenance agreements for the Cityworks is recommended;

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute agreements with Azteca Systems, Inc., providing for maintenance of software for Cityworks, said maintenance being provided at a cost of \$59,000.00 from September 8, 2011 through September 8, 2012.

**IT IS, FURTHER, ORDERED** that authorization be granted for automatic renewal of Cityworks System maintenance on an annual basis, at a cost to be determined, unless advance notice is given by the City.

APPROVED FOR AGENDA:	Initials	Date
Division Manager	<u>FRW</u>	<u>8/23/2011</u>
Deputy Director	<u>FRW</u>	<u>8/23/2011</u>
Department Director	<u>LAM</u>	<u>8/23/11</u>
Finance	<u>RA</u>	<u>8-23-2011</u>
EBO	<u>JC</u>	<u>8/23/11</u>
Legal	<u>JE</u>	<u>8-25-11</u>
CAO	<u>ASP</u>	<u>8-25-11</u>
Mayor's Office	<u>UJ/ASP</u>	<u>8-25-11</u>
Budgeted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Account No. <u>004 90400 6464</u>	

Item # 15  
 Agenda Date 09/06/11  
 By: UNGER, JOHNSON, JR.

RECEIVED  
 CITY CLERK  
 JACKSON, MS.  
 11 AUG 30 PM 3:18

*Stokes*  
*MBS*  
 521-426  
 9-6-2011  
*6/0*  
*Abert-Johnson*

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

**09-7-2021**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description</b>	Maintenance Renewal for Azteca Systems' Cityworks (311)					
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	Infrastructure and Transportation Quality of Life Crime Prevention Changes in City Government Neighborhood Enhancement					
3.	<b>Who will be affected</b>	All Departments					
4.	<b>Benefits</b>	The Azteca System (311 Cityworks System) will help everyone with reporting problems and tracking those problems and the repair.					
5.	<b>Schedule (beginning date)</b>	ASAP					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department					
8.	<b>COST</b>	\$59,000.00					
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund					
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 _____	

Department of Administration



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

To: LaaWanda Horton, Director  
Administration

From: Dr. Muriel Reid, Interim Deputy Director  
Administration

Date: Tuesday, September 7, 2020

Re: Purchase Justification for our Azteca System's "Cityworks" renewal.

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The attached quote is for the renewal of our maintenance of Azteca Systems' Citywork software. We need this maintenance because Cityworks is the system we use for our 311 and work order system. This maintenance covers our software upgrades. And it provides support for the Citywork software which is the foundation for our 311 (service requests), work order, and CitySourced (mobile application).

This maintenance covers the period from September 8, 2021 to September 7, 2022. The cost associated with this renewal is \$59,000.00. The vendor has been contacted and City Of Jackson has been issued a temporary license extension update until the quote and invoice have processed for approval and payment.

I am recommending that we renew this yearly maintenance.

MR/mju





A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks  
11075 S State St, Suite 24 | Sandy, UT 84070  
801-523-2751 | Fax # 801-523-3734

Quote Number Q-11470-1  
Created Date 6/21/2021

Contact Information

Contact Name: Taherrah Broome Prepared By Name: Jenn Miya  
Customer: Jackson (MS), City of Prepared By Phone: (801) 872-9528  
Contact Address: 200 S. President St., Rm 405 Jackson, MS 39201 Prepared By Email: jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Server AMS Custom ELA	1.00	USD 59,000.00
Service Request API License	1.00	USD 0.00
Equipment Checkout License	1.00	USD 0.00
Cityworks Analytics License	1.00	USD 0.00
Storeroom License	1.00	USD 0.00
CCTV Interface for PACP License	1.00	USD 0.00
MicroPaver License	1.00	USD 0.00
<b>TOTAL:</b>		<b>USD 59,000.00</b>

Maintenance Start Date: 9/8/2021 Maintenance End Date: 9/7/2022

Quote Notes:

Terms and Conditions

Payment Terms  
Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

**Software Licensing**

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

**Taxes**

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

**International Customers**

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



**Company:** City of Jackson (MS)  
**Contact:** Taherrah Broome  
**License Key:** VBDU2-A0LAG-VOPA7-ZNWU3  
**Max Activations:** 100  
**Maintenance End Date:** 9/7/2022


<b>Licensed Product Levels</b>	<b># of users</b>	<b>Temporary</b>	<b>Expiration Date</b>
CW Analytics	3000	No	
SR API	1	No	
AMS Edit+ (Standard)	3000	No	
CCTV Interface	3000	No	
Paver Interface	3000	No	
Storeroom	3000	No	
Equipment Check Out	3000	No	
Activity Update	3000	No	
Single Sign-On	3000	No	

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 BASIC CLIENT SUPPORT AGREEMENT RENEWAL WITH AVTEX SOLUTIONS, LLC FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER** is legally sufficient for placement in NOVUS Agenda.

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

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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A BASIC CLIENT SUPPORT AGREEMENT RENEWAL WITH AVTEX SOLUTIONS, LLC FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER.**

*Handwritten signature and date: 10/24/2021*

**WHEREAS**, the City of Jackson utilizes software and appliances from AVTEX Solutions, LLC (“AVTEX”) to support the Water and Sewer Business Administration call center; and

**WHEREAS**, AVTEX has proposed a one-year client support agreement to provide interactive voice response support for customers of the Water and Sewer Business Administration to increase call center efficiency; and

**WHEREAS**, AVTEX is the sole provider of support for the Water and Sewer Business Administration call center; and

**WHEREAS**, the previous agreement is close to expiration and the cost of renewal is \$47,389.26 beginning November 1, 2021 through October 31, 2022.

**WHEREAS**, the maintenance needs for support and software upgrades are substantial and execution of the client support agreement is recommended.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute a client support agreement with AVTEX Solutions, LLC for the Water and Sewer Business Administration call center at a cost of \$47,389.26 beginning November 1, 2021 through October 31, 2022.

Agenda Item #17  
Agenda Date: October 12, 2021  
(HORTON, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**09-07-2021**

**DATE**

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description</b>	AVTEX Solutions, LLC one-year client support agreement provides interactive voice response support for queuing the citizens of Jackson calls to our WSBA agents which is the foundation for assisting citizens and annex areas with their water bill questions and concerns.			
2.	<b>Purpose</b>	To assist the City's Water and Sewer Business Administration in efficiently and accurately communicating with customers.			
3.	<b>Who will be affected</b>	Water and Sewer Business Administration and citizens.			
4.	<b>Benefits</b>	This will provide maintenance for the call center system.			
5.	<b>Schedule (beginning date)</b>	November 1, 2021 through October 31, 2022			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide, Water and Sewer Business Administration			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City Department, Department of Administration			
8.	<b>COST</b>	\$47,389.26			
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"/>	Account # 004-90400-6231			
10.	<b>EBO participation</b>	ABE _____ % <u>  X  </u> AABE _____ % <u>  X  </u> WBE _____ % <u>  X  </u> HBE _____ % <u>  X  </u> NABE _____ % <u>  X  </u>	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 N/A	

Department of Administration



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

To: LaaWanda Horton, Director Department of Administration

From: Dr. Muriel Reid , Interim Deputy Director  
Department of Administration

Date: September 07, 2021

Re: AVTEX Client Support Agreement

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The attached quote is to renew maintenance for the Water and Sewer Business Administration call center software provided by AVTEX Solutions, LLC. This maintenance provides interactive voice response support for queuing the citizens of Jackson calls to our WSBA agents which is the foundation for assisting citizens and annex areas with their water bill questions and concerns. Moreover, this agreement provides assurance for replacement of appliances in the event of appliance failure. AVTEX is the sole provider of its maintenance software.

The previous agreement close to expiration and the cost associated with this renewal is \$47,389.26 beginning November 1, 2021 through October 31, 2022. The Division of Information Systems recommends renewing the client support agreement with AVTEX Solutions, LLC.

MR/mju



**City of Jackson – Basic Support Plan Details (Genesys)**

Anniversary Date: 11/01/2021  
 Quote Print Date: 06/29/2021  
 Renewal Period: 11/01/2021 – 10/31/2022  
 Last Date to Make Changes to this Proposal: 09/17/2021

Maintenance Renewal Details							
Order Date	Quantity	Part Number	Description	Unit Price	Effective Support Rate	Support Days	Support Price
Imported	56	SW-001-4.0-PL04	Advanced Session	\$375.00	25.73%	365	\$5,403.30
Imported	119	SW-001-4.0-PL03	Basic Session	\$150.00	25.73%	365	\$4,592.81
Imported	28	SW-001-4.0-AL06	Call Center Level 3 Workstation	\$1,535.00	25.73%	365	\$11,058.75
Imported	1	SW-001-4.0-SL02	CIC Advanced Server	\$22,000.00	25.73%	365	\$5,660.60
Imported	28	SW-001-4.0-AA10	Desktop Faxing add-on	\$10.00	25.73%	365	\$72.04
Imported	1	SW-001-4.0-SA10	IceLib API	\$5,000.00	25.73%	365	\$1,286.50
Imported	1	SW-011-4.0-IP01	Interaction Dialer	\$3,750.00	25.73%	365	\$964.88
Imported	6	SW-011-4.0-AA06	Interaction Dialer add-on	\$725.00	25.73%	365	\$1,119.26
Imported	23	SW-001-4.0-PL08	Interaction Dialer Session	\$50.00	25.73%	365	\$295.90
Imported	6	SW-001-4.0-AA02	Interaction Scripter add-on	\$450.00	25.73%	365	\$694.71
Imported	3	SW-001-4.0-AA01	Interaction Supervisor add-on	\$625.00	25.73%	365	\$482.44
Imported	119	SW-001-4.0-PL09	Media Sessions	\$85.00	25.73%	365	\$2,602.59
Imported	24	TS-500-4.0-T3BL10	Nuance Recognizer 9 Tier 3 Base Language Port	\$1,600.00	25.73%	365	\$9,880.32
Imported	1	SW-001-4.0-SA04	Speech Recognition Services 4.0 Version	\$999.00	25.73%	365	\$257.04
Imported	1	SW-001-4.0-SS01	Switchover clone for CIC	\$3,750.00	25.73%	365	\$964.88
Imported	228	SW-001-4.0-AA08	Unified Messaging add-on	\$35.00	25.73%	365	\$2,053.25

Pricing Summary	
<b>Non-Avtex Software Maintenance Total</b>	<b>\$47,389.26</b>
<b>Renewal Grand Total</b>	<b>\$47,389.26</b>

\*Order Date = "Imported": This indicates that these inventory items were ordered before our current inventory tracking system was in place, and these items were imported into our current system as opposed to being automatically logged at time of ordering.







October 10, 2019

Purchasing Division  
City of Jackson  
2320 Riverside Drive  
Jackson, MS 32905

Re: Sole Source Letter

To Whom It May Concern:

Since AVDS (now Avtex) is the vendor who installed and configured the customizations on City of Jackson's Genesys / Interactive Intelligence systems, it is the only Genesys / Interactive Intelligence Certified Partner who is capable of providing technical support for City of Jackson's specific call center applications.

Please consider this as confirmation that Avtex is sole provider for support and services for City of Jackson's Genesys/Interactive Intelligence systems.

Technical support will be provided by Avtex Solutions, LLC, a Certified Genesys Telecommunications Partner, with headquarters at 3500 American Blvd W #300, Bloomington, MN 55431. Standard technical support hours are from 7:00 A.M. to 7:00 P.M. CST/CDT, with after-hours, weekend, and holiday emergency support through on-call technicians.

Avtex Solutions LLC  
PO Box 856660  
Minneapolis, MN 55485-6660

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

09/8/2021

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	Powertel/Memphis desires amend one (1) previously executed agreement(s).								
2.	<b>Purpose</b>	To allow Powertel/Memphis to add equipment.								
3.	<b>Who will be affected</b>	All City Departments								
4.	<b>Benefits</b>	Enhance Cellular Service to the citizens of Jackson and increase revenue for the City of Jackson.								
5.	<b>Schedule (beginning date)</b>	Upon Execution								
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 type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Administration, Telecommunications Division								
8.	<b>COST</b>	There are no costs associated with this Order.								
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>	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



## MEMORANDUM

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

**FROM:** LaWanda Horton  
Director of Administration

**DATE:** September 8, 2021

**SUBJECT:** Powertel/Memphis Amendments to Install Equipment to Certain Tower Sites

---

Powertel/Memphis would like to install new equipment on one (1) City of Jackson Tower Site.

1. SITE 28 / TCS (Tennis Center South)

The new equipment will improve cellular service by providing increased bandwidth for subscribers.

Granting Powertel/Memphis permission to install the new equipment will allow the City of Jackson to generate additional revenue in the amount of Two Hundred and Ten Dollars Monthly (\$210.00).

Based on the above, the Telecommunications Division recommends entering into the amendments with Powertel/Memphis.

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 AMENDMENT TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE COPORATION, FOR THE INSTALLATION OF EQUIPMENT TO CERTAIN ANTENNA SITES** is legally sufficient for placement in NOVUS Agenda.

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

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

FILED  
CITY ATTORNEY  
9/22/2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE CORPORATION, FOR THE INSTALLATION OF EQUIPMENT TO CERTAIN ANTENNA SITES**

*Handwritten note:*  
Listed for report

**WHEREAS**, the City of Jackson has sixteen (16) antenna site license agreements with Powertel/Memphis; and,

**WHEREAS**, Powertel/Memphis has indicated that it would like to add Equipment to the following antenna site:

1. Site 28 / TCS (Tennis Center South)

**WHEREAS**, installing the equipment at the above-referenced sites will result in an increase of Powertel/Memphis' monthly rental payments as follows:

- |  |          |
|--|----------|
| 1. Site 28 / TCS (Tennis Center South) | \$210.00 |
|--|----------|

**WHEREAS**, the equipment is designed to improve bandwidth available for receiving and transmitting data services:

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute amendments with Powertel/Memphis, Inc., a Delaware Corporation, for the installation of Equipment to the above-referenced site.

Agenda Item #18  
Agenda Date: October 12, 2021  
(HORTON, LUMUMBA)

# Office of the City Attorney Legal Department

THIS COVER SHEET IS TO REMAIN WITH THIS DOCUMENT AT ALL TIMES

(DATE) 9/14/21 BY: NAME) Lynn Lindsey / A Keith Harris (PRINT PLEASE)

FROM: (CITY DEPT. OR COMPANY NAME) Telecommunications PHONE: 601 720 7794

FOR REVIEW AND/OR SIGNATURE BY: Kristen Blanchard [ATTORNEY'S NAME]

AGENDA ITEM  YES  NO -----

Items have to be in the Legal Department by 5:00 p.m. on the Thursday before the Wednesday 3:00 p.m. deadline by which they are to be in the City Clerk's Office. Anyone delivering agenda items after Thursday at 5:00 p.m. prior to the Wednesday they are due in the City Clerk's office will have to get the (written) approval of the Mayor prior to the item being processed in the Legal Department. If the Mayor's approval does not accompany the agenda item it will be processed for the next regularly scheduled City Council Meeting.

ORDER / RESOLUTION/ FOR CITY COUNCIL (RED FOLDERS):

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS INC., A DELAWARE CORPORATION, FOR THE INSTALLATION OF EQUIPMENT TO CERTAIN ANTENNA SITES.

CONTRACTS, LEASE AGREEMENTS, ETC. (BLUE FOLDERS):

OTHER DESCRIPTION:

Attorney's Notes/Comments:

SEP 13 2021  
2021

*J. Manos*

Picked Up/ Recv'd By: \_\_\_\_\_ DATE \_\_\_\_\_

Logged in \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ Logged in by: \_\_\_\_\_  
(Date) (Initial Reviewer) (Assigned Attorney)

Logged out: \_\_\_\_\_ Logged out to: \_\_\_\_\_  
(Date)

FOR OFFICE USE ONLY

**ORDER AUTHORIZING THE MAYOR TO APPOINT DR. LEMIA JENKINS THOMPSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.**

**WHEREAS**, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

**WHEREAS**, the term has expired for the Ward One representative, leaving a vacancy for that seat; and

**WHEREAS**, Dr. LeMia Jenkins Thompson of Ward One, after evaluation of her qualifications, has been nominated by the Mayor to fill this vacancy.

**IT IS THEREFORE ORDERED** that the Mayor's appointment of Dr. LeMia Jenkins Thompson to the Jackson Redevelopment Authority Board be confirmed with said term to expire October 11, 2026.

Agenda Item #19  
Agenda Date: October 12, 2021  
(LUMUMBA)

Office of the City Attorney

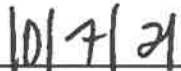
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO APPOINT DR. LEMIA JENKINS THOMPSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY



# DR. LEMIA JENKINS THOMPSON

## CAREER OBJECTIVE

Senior Marketing and Communications Executive with 15+ years of experience and a proven track record of driving results through digital marketing, public affairs, corporate communications, and media relations for high-profile brands and clients.

## PROFESSIONAL EXPERIENCE

### GLOBAL HEAD OF COMMUNICATIONS AND PUBLIC AFFAIRS

**Pinterest**, San Francisco, CA / Jan 2020 - Present

- Crafts the strategy and vision for the global communications and public affairs team in over 20 countries • Drives accountability to deliver on quarterly global metrics measuring reach and sentiment of earned media • Provides reputation counsel, support, message management and media training for the CEO and Pinterest key executives and thought leaders • Develops creative, thoughtful and impactful stories to advance Pinterest values for over 450 million users • Leads the internal communication strategy and ongoing programs to keep teams informed, inspired, and connected to Pinterest strategy, culture, and values

### DIRECTOR OF GLOBAL CORPORATE COMMUNICATIONS - MARKETING/PR

**Walmart**, Bentonville, AR / Jan 2020 - June 2020

- Leads all internal and external communication strategy for Walmart's PR and Marketing organization, focused on managing Walmart's reputation and building the brand in all markets • Manages public relations and creative agencies and oversees up to 60 employees on special projects • Works cross-functionally across Walmart, other Walmart brands, internal groups, customers, external stakeholders, store employees, and journalists to improve brand perception • Created a 360-degree communications plan and led a multi-channel effort that secured hundreds of customized stories by local and national media outlets and digital coverage on Walmart advertising and PR campaigns • Communications adviser and media coach to senior leadership, including C-suite executives • Partners with eCommerce, digital communications, government relations, public affairs, the Walmart Customer organization, and corporate affairs teams to develop integrated, 360 marketing communications campaigns

### ADJUNCT PROFESSOR

**University of Arkansas**, Fayetteville, AR / Jan 2020 - Present

- Developed and implemented a curriculum focused on crisis communications • Tracked student progress throughout the semester • Incorporated various technologies within the classroom to develop student talent

### DIRECTOR OF GLOBAL CORPORATE COMMUNICATIONS AND MEDIA RELATIONS

**Walmart**, Bentonville, AR / May 2018 - Jan 2020


- Head of crisis communications for Walmart, overseeing the day-to-day operations of media relations, company litigation defense strategy, and communication • Created a data-driven third-party surrogate validation program to enhance the Walmart US brand strength • Nurtured relationships with local and national reporters, which increased positive media coverage in previously challenging markets • Re-energized historically dormant and non-responsive markets and reached new audiences by hosting media "open houses" to showcase innovations in the shopping experience • Opened stores to reporters, local bloggers and social media influencers, which provided a new level of transparency and accessibility • Conducted media training with C-suite executives, store managers, and developed digital strategies for local stores to emphasize Walmart's position as a community partner


### DIRECTOR OF STRATEGIC OPERATIONS AND COMMUNICATIONS

**Caesars Entertainment**, Las Vegas, NV / Nov 2017 - Jun 2018

- Led a team responsible for translating content into effective stories, communication and promotional materials for Caesars Entertainment • Head of media research and outreach • Developed executive talking points for interviews related to earnings and day to day operations • Monitored local, state and federal issues and maintained relationships with all key elected officials • Communicated company positions on federal legislative and regulatory affairs issues to government agencies, interest groups, and elected officials • Directed a

 jenkins.lemia@gmail.com

 (601) 720-4788

 1415 Meadowbrook Rd  
Jackson, MS 39211

## EDUCATION

### UNIVERSITY OF MISSISSIPPI

**Oxford, MS**

*Doctor of Education Organizational Leadership (May 2018)*

### GEORGE WASHINGTON UNIVERSITY

**Washington, DC**

*Master of Public Health Marketing and Communications (May 2012)*

### TOUGALOO COLLEGE

**Tougaloo, MS**

*B.A. Public Relations and Marketing (May 2010)*

## ADDITIONAL SKILLS

Corporate Communications

Media Relations

Brand Management

Campaign Management

Social Media Marketing

Content Marketing

New Product Launch

Market and Competitor Research

Event Marketing

Crisis Communications

Public Affairs

Thought Leadership

portfolio of initiatives, including market share growth, partner relations, development and analytics • Identified and executed initiatives that generated incremental EBITDA • Used key performance indicators (KPIs) to maximize investment and continuously measure the success of ongoing property initiatives and guided the preparation and facilitation of their development

#### **DIRECTOR OF EXTERNAL AFFAIRS**

**Caesars Entertainment, Las Vegas, NV** | Nov 2016 - Nov 2017

- Established and directed the External Affairs portfolio for Caesars Entertainment reporting as the Executive Vice President for Government Relations and Communications • Led internal and external communications, employee and executive communications, media relations and crisis communications • Managed a team of associates, contract lobbyists and consultants to effectively interface with multiple state and local governments • Served as PAC Director, managing staff responsible for preparing and filing all lobbying reports at the federal, state and local level • Directed and developed the external communication plan and policy engagement roll-out of People, Planet, Play - the new framework for the Caesars Entertainment citizenship strategy • Led projects focused on service standards and process improvements to drive operational effectiveness, revenue growth and increased service scores for \$200M revenue; 75% guest utilization • Identify actionable areas of improvement and counsel senior leadership on methodologies to drive service for guests representing for \$12B • Establish strategy to identify, recruit and contract conference/convention sales business; increased revenue

#### **REGIONAL COMMUNICATIONS DIRECTOR**

**Hillary for America, Brooklyn, NY** | Sep 2016 - Nov 2016

- Served as the Hillary for Nebraska, Iowa and Illinois official spokesperson • Led the regional public affairs operation consisting of: Digital Planning, Social Media Strategy, Budget, Public Relations, Media, Political Operations, Social Networking, Speech Writing, Scheduling, Coalition building, and GOTV • Chief Marketing Officer for Nebraska and West Iowa • Optimized and delivered a multi-million dollar marketing campaign using historical and projected data and performance metrics • Calculated and executed \$300,000 in operations budget for print and on-air media • Coordinated and oversaw research, drafting and approval of all strategic communications and messaging

#### **DIRECTOR OF FEDERAL RELATIONS**

**Jackson State University, Washington, DC** | Jun 2015 - Jun 2016

- University liaison to the United States Senate, House of Representatives and federal agencies • Coordinated and implemented a cohesive marketing plan to strengthen JSU's identity, reputation and brand across the country • Responsible for a 30% growth in federal funding and institutional revenues within the first six months • Secured over \$3 million in federal funding through the First in the World Grant Program • Monitored and analyzed current and potential issues in federal legislation impacting JSU, and enhanced interactions with federal agencies, officials, corporations and University personnel

#### **COMMUNICATIONS DIRECTOR /LEGISLATIVE AIDE /COMMITTEE AIDE**

(Congressman Bennie Thompson, Congresswoman Marcia Fudge, Congresswoman Sheila Jackson Lee, Congresswoman Brenda Lawrence, House Homeland Security Committee, House Judiciary Committee)

**United States House of Representatives, Washington, DC** | Jun 2010 - Jun 2016

- Served as the official spokesperson and legislative aide for various members of Congress, the House Homeland Security Committee and the House Judiciary Committee • Organized and pitched major media outlet appearances, including network television, cable and nationally-syndicated radio, trade publications, and daily newspapers • Revamped print and social media strategies for multiple members placing each office in the top 50 of US Congressional Offices • Drafted over 5,000 policy-focused floor statements, speeches, press releases, op-ed's, newsletters, and talking points. Managed legislation from the drafting process through floor consideration • Worked with a network of lobbyists and policy analysts to communicate legislative goals on issues such as: healthcare, education, housing, social security, small business, tax and judiciary issues

#### **REFERENCES**

References available upon request

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF FLORINE KEELER TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Florine Keeler will represent Ward 6 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Florine Keeler to the Planning Board be confirmed with said term to expire October 31, 2025.

(LUMUMBA)

Agenda Item #20  
Agenda Date: October 12, 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

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This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF FLORINE KEELER TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*

10/7/21  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY

# COMMUNITY VITAE

Florine M. Keeler

227 Swan Lake Dr – Jackson, MS 39212 - Phone: 601.331.2012

Email: fkeeler@gmail.com

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## OBJECTIVE

To diligently promote and maintain the aesthetics and social integrity of the Swan Lake Subdivision and other communities throughout the City of Jackson.

## COMMUNITY SERVICE

- Currently serves as president of the Swan Lake Homeowners' Inc.,
- Currently serves as treasurer for ASJN ( The Association of South Jackson Neighborhoods)
- Poll Worker for Hinds County
- Former secretary of ASJN (The Association of South Jackson Neighborhoods)
- Former assistant facilitator for COPS (Community Oriented Policing Services)

## COMMUNITY ACCOMPLISHMENTS/RESPONSIBILITIES

- Organize various events in the neighborhood
- Hold board and membership meetings
- Setup & monitors the Nextdoor network as the neighborhood official means of communication for Swan Lake
- Championed and assisted in establishing the Swan Lake Webpage
- Created Policies and Procedures for the Neighborhood Covenants & Officer Responsibilities
- Led the task force for the updating of the Swan Lake Subdivision Covenants
- Primary monitor for the enforcement of the Swan Lake Covenants
- Assist other community associations with various neighborhood activities and issues

# ymanogin

Microsoft Word - Florine M. Keeler (1)

10/07/21 03:13 PM

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CASSANDRA WELCHIN TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Cassandra Welchin will represent Ward 5 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Welchin to the Planning Board be confirmed with said term to expire October 31, 2025

(LUMUMBA)

Agenda Item #21  
Agenda Date: October 12, 2021  
(LUMUMBA)

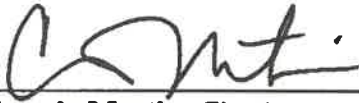
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CASSANDRA WELCHIN TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

10/7/21

**DATE**

OFFICE OF THE CITY ATTORNEY



## CASSANDRA OVERTON-WELCH LIN, LSW, MA-SID

157 Glenmary Street, Jackson, MS 39203

c (601) 750-8388 h (601) 960-0046

cwelchlin@hotmail.com

### EDUCATION

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Brandeis University 2003-2005

Waltham, MA

- Master of Arts in Sustainable International Development
- Heller School for Social Policy and Management

Jackson State University 1994-1998

Jackson, MS

- Bachelors of Science in Social Work
- License Social Worker

### EXPERIENCE *Present*

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*MS Low Income Child Care Initiative  
Manager of Child Care Meners Campaign*

- Advocate at the federal and state for improved child care policies and greater public investment in child care subsidy programs for poor working families
- Organize & mobilize child care providers and low income parents/families statewide
- Develop and implement strategic policy campaigns to influence child care subsidy program
- Provide leadership training, workshops and opportunity for working parents and child care providers impacted by a lack of affordable child care
- Develop legislative and lobbying strategies to influence child care subsidy reforms
- Conduct research and surveys on best practices to influence child care subsidy reforms

*The Center for Social Inclusion 11/2009-6/2011  
Director of Southern Programs*

- Lead southern-based projects, built partnerships with southern based communities and organizations, to create strategies and policy reform models to end racial disparity and promote equal opportunity for poor communities.

*Projects Include:*

*Black Land loss* - documented and supervised the collective work being done by Ford and non-Ford grantees in the field working on African American land loss and prevention in South.

- Worked to develop new and strategic funding models for building wealth to curb land-loss Build relationships, collaborations, and knowledge among grantees
- Developed and implemented metrics for measuring impact of the grant-making initiative
- Documented the work of grantees for internal evaluation and external education to influence foundations funding strategy

*Democracy Assessments:* Assessed the state of democratic practices and government accountability in Kentucky.

- Worked & supervised team that conducted interviews with a variety of stakeholders in the state of Kentucky that gave critical analysis to the underlying issues that impact democracy at the state and local levels, and the outcomes that political processes in the state produce.
- Translated findings into reports for the field

***MS Leadership for Education Advocacy Development (MS LEAD)***

Developed and implemented a capacity scan, that examined civil society organizations (CSOs) in Mississippi that focus on serving traditionally marginalized and underserved communities.

- Conducted interviews across sectors
- Worked with team to plan strategy convenings among regional educational stakeholders
- Provided written analysis and report writing support.

***Mississippi Youth Justice Project: A Project of the Southern Poverty Law Cir. 111007-11110J9***  
***Director of Public Affairs***

- Developed legislative and policy campaigns in collaboration with the legal staff
- Developed and execute organizing and outreach strategies to Mississippi communities affected by the school-to-prison pipeline
- Managed/supervised lay advocates and volunteers
- Worked collaboratively with juvenile justice stakeholders, elected officials, faith-based communities, and other advocacy organizations
- Developed media campaigns to support juvenile justice reform policy

***Congregations for Children 1211006-1212007***  
***Legislative Advocate***

- Tracked legislative and policy proposals that impact poor children in Mississippi
- Developed legislative & lobbying strategies to support issues
- Collaboration & Coalition building
- Provided timely information to those in the CFC's network to support advocacy on behalf of children
- Explored financial resources to support CFC

***Southern Echo, Inc. 2005-2006***  
***Resource Developer/Organizer***

- Developed fundraising plans to build capacity for black-led, black-based grassroots organizations in the Mississippi Delta who engaged in community-organizing to shape public policy,
- Developed & Conducted Trainings on Organizational Development, Board Responsibilities
- Monitored legislative hearings and meetings on education policy
- Communications Development
- Grants Management, Proposal Writing, Grant Seeking Research

**FELLOWSHIPS**

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**W.K. KELLOGG FELLOW-Present**

References available upon request.

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF SAMUEL MITCHELL  
TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Samuel Mitchell will represent Ward 2 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Samuel Mitchell to the Planning Board be confirmed with said term to expire October 31, 2025

(LUMUMBA)

Agenda Item #22  
Agenda Date: October 12, 2021  
(LUMUMBA)

**SAMUEL MITCHELL**

**Home Address:** 344 Overlook Circle  
Jackson, MS 39213

**Telephone No.:** (601) 982-3913

**Date of Birth:** July 14, 1943

**Place of Birth:** Birmingham (Jefferson County), AL

**EDUCATION:**

**High School:** Ullman High School  
Birmingham, AL  
Jan 1958-Jan 1962

**College:** Jackson State University  
Jackson, MS.  
Sep 1972-May 1975

**EXTRACURRICULAR ACTIVITIES:**

Avid hunter, fisherman, bowler, gardener, walker, swimmer and card player.

**COMMUNITY INVOLVEMENT:**

Former Cub/Boy Scouts of America committee member/den and scout leader; former Parent Teacher Association president/vice president; member, former president/vice president of Overlook Circle Block Club; vice president of Presidential Hills-Natchez Trace Homeowners/Community Development Association; member of Coalition of Homeowners, Incorporated-Ward 2, City of Jackson; member of the Planning Board of the City of Jackson (1999-present); serve as Hinds County, MS representative on Board of Directors of the Pearl River Valley Water Supply District (2004-present); member of Mount Helm Baptist Church where formerly served as vice chairman of the Board of Trustees, member of the Finance Committee, Chairman of the Long Range Planning Committee, Sunday school teacher, and member of the Brotherhood Bible Class; member of the Monday Evening Club.

**HONORS**

Presented awards by: Presidential Hills/Natchez Trace Community Development Association for leadership and service to the community (1998); Mount Helm Baptist Church Brotherhood Bible Class for dedicated and faithful service (1996); St. Mark Baptist Church, Birmingham, AL for loyal and dedicated service and support for more

than fifty years (2002); Parent Teachers Association for service/leadership (1994, 1995, 1996); and was recognized as Special Agent of the year for the Southeastern Region of the US Department of Defense (US DOD), Defense Investigative Service (DIS) (1995).

### **WORK EXPERIENCE**

Current Status: Retired

Feb 1983 to Feb 2004: Special Agent/Senior Resident Agent, US Department Of Defense (US DOD), Defense Security Service, (formerly US DOD, Defense Investigative Service) Jackson, MS. I conducted Personnel Security Investigations to develop information necessary to evaluate an individual's suitability for a position of trust and responsibility in support of US National Security. I also monitored US DOD Industrial Contractors to insure their compliance with applicable regulations, which govern the safeguarding, and protection of classified US DOD information entrusted to them.

Jun 1962 to Oct 1982: served in the US Army as a Counterintelligence Agent and was honorably retired.

### **PERSONAL DATA**

Married to the former Sharron Q. Holman of Birmingham, AL, father of two, and grandfather of four.

### **REFERENCES:**

Personal references are available upon request.

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 CONFIRMING THE MAYOR'S REAPPOINTMENT OF SAMUEL MITCHELL TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*

10/7/21  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MICHAEL BOOKER TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Michael Booker will represent Ward 2 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Michael Booker to the Planning Board be confirmed with said term to expire October 31, 2025.

(LUMUMBA)

Agenda Item #23  
Agenda Date: October 12, 2021  
(LUMUMBA)

**MICHAEL D BOOKER**  
**5910 PADDOCK PLACE**  
**JACKSON, MS 39206**  
**601-214-3616**

**CURRENT POSITION:**  
**9/2013-Present**

**Senior Vice-President Corporate Banking, BancorpSouth Bank**

**Responsible for delivery of BancorpSouth's corporate banking services across Bank's eight state foot print in the southeastern U. S. as part of a team of fifteen commercial lenders located in various market within banks trade area.**

**5/2004—9/2013**

**Community Bank President, BancorpSouth Clinton, MS**

**8/2000 - 2/2004**

**Senior Advisor to the Executive Director of the Mississippi Development Authority**

**Responsible for planning, organizing, implementing, and overseeing MDA's programs, policies, goals, objectives and initiatives as directed by the Executive Director. Specifically charged to lead MDA's efforts relative to economic development in minority communities and with minority businesses across the state.**

**Also charged to lead and coordinate MDA's economic development initiatives and responsibility with ports, airports and railroads. Duties included formulation and interpretation of policies, rules and regulation, interaction with legislative, economic development, and community leaders in promoting department interest, representing the agency's interest through public speaking engagements, panel discussions and promotion of agency goals and objectives at functions of note.**

**Represented state of Mississippi on trade missions and trips to Japan, Cuba, Panama City, Costa Rica, Guatemala, and Canada.**

## **BANKING EXPERIENCE**



**7/1992 - 8/2000**

**Senior Vice-President, Manager Commercial Loan Department, BancorpSouth, Jackson, MS**

Managed department of four commercial lenders with over \$75 million in loans and oversight responsibility for twenty plus lenders throughout Jackson Division with over \$225 million in loans. Served as division's Senior Lender with responsibility for loan committee, credit review, problem credit coordination and reporting to Corporate Credit Administration. Implemented division's Community Reinvestment Act efforts including hiring of staff and initiating program of work.

**2/1987- 7/1992**

**Vice-President and First Vice President Commercial Loans, BancorpSouth, Jackson, MS**

Responsible for increasing market share and presence of BancorpSouth in the Jackson market. Primary focus was development of an upscale customer base through delivery of commercial banking services. Grew individual loan portfolio from zero to approximately \$40 million in 8/2000.

**5/1976 - 2/1987**

**Various positions with BancorpSouth, Tupelo, MS including Vice-President commercial lending, Assistant to the Senior Vice-President Corporate Banking, Retail Lender and Consumer Compliance Officer, Manager-Credit Department, and Operations Systems Specialist.**

## **EDUCATION**

**Masters of Business Administration with emphasis in Finance, Mississippi State University, 1975**

**Bachelor of Science in Business Administration, Mississippi State University, 1974.**

**Graduate, New South Economic Development Course, University of Southern Mississippi 2002**

**Graduate, The National Graduate School of Commercial Bank Lending, Norman, Oklahoma, 1991. Honorable Mention**

**Graduate, The Graduate School of Banking, Madison, Wisconsin, 1985. Top 3% of class of 277 bankers**

**Graduate, National Installment Credit School, Norman  
Oklahoma, 1981. Second in class of 269 bankers**

**Awarded American Institute of Banking Basic, Standard,  
Advanced, and General Certificates**

**Salutatorian-Shannon High School, Shannon, Mississippi,  
1971**

## **COMMUNITY INVOLVEMENT**

**Board of Directors-Mississippi Bankers Association, 2007  
to 2010**

**Chairman-City of Jackson Planning and Zoning Board,  
2000 to present**

**Board of Directors- Mississippi Organ Recovery Agency  
2010 to present**

**Board of Directors & Current Treasurer, Clinton  
Community Development Foundation 2009 to present  
9/2013**

**Charter and current member-100 Black Men of Jackson**

**President-Central Jackson Soccer Organization, 1996 to  
2003**

**Board of Directors-USA International Ballet Competition,  
2000 to present**

**Member-Rotary Club of Jackson, 1996 to present**

**Member-New Hope Baptist Church, Jackson, MS**

**Jackson State University School of Business Advisory  
Board 1995 to present**

**Leadership Jackson Graduate 1989**

**Leadership Lee County graduate 1987**

**Past President-The Arts Alliance of Jackson and Hinds County**

**Past Chairman Jackson 2000**

**Past President-Jubilee Jam Foundation**

**Past Chairman-United Negro College Fund, Jackson Chapter**

**Past Chairman and Board Member-Mississippi Hospital Equipment and Facilities Authority. Governor's appointee.**

**Past President-Smith Robertson Museum and Cultural Center**

**Past Board Member-Mississippi Museum of Art, Mississippi Symphony Orchestra, Metro Jackson Crime Committee, Junior League of Jackson (Advisory Board)**

**REFERENCES:**

**Aubrey Burns Patterson, Chairman of the Board and Chief Executive Officer, BancorpSouth**

**George Schloegel, President and CEO, Hancock Bank**

**Reuben Anderson, Partner, Phelps Dunbar, LLP**

**The Honorable Bennie Thompson, U S House of Representatives**

Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MICHAEL BOOKER TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*

10/6/21  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JOYCE JACKSON TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Joyce Jackson, will represent Ward 3 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Joyce Jackson to the Planning Board be confirmed with said term to expire October 31, 2025.

(LUMUMBA)

Agenda Item #24  
Agenda Date: October 12, 2021  
(LUMUMBA)

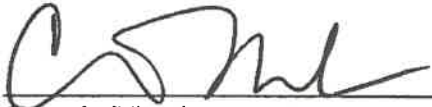
**Office of the City Attorney**

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**

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This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF JOYCE JACKSON TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

10/7/21

**DATE**

OFFICE OF THE CITY ATTORNEY

## ***Joyce McIntosh Jackson***

**Address:** 3732 Albermarle Rd.  
Jackson, MS 39213  
(601) 981-7089  
[jcmjackson@cox.net](mailto:jcmjackson@cox.net)

### **Education:**

<b><i>Place</i></b>	<b><i>Level of Education</i></b>	<b><i>Year</i></b>
Jackson State University	Specialist Degree/Elementary Education	1978
Mississippi State University		1968 & 1975
Jackson State University	Master of Arts/Elementary Education	1966-72
Rust College	Bachelor of Science Degree	1959-63

### **Professional Experience:**

1999 - Present	Ward 3 Planning Board Member for the City of Jackson
2010 - Present	Murrah High School Site Council Member
2008 - 2010	Powell Middle School Site Council Member
1988 - Present	Collins Funeral Home, Inc., Jackson, MS Licensed Funeral Director, Insurance Agent, and Pre Arrangement Counselor
1963 - 1995	Jackson Public Schools; Jackson, MS <ul style="list-style-type: none"><li>• Timberlawn Elementary School Second Grade 1978 – retirement in 1995 Third, Fourth, Fifth, and Sixth Grades 1977 – 78</li><li>• G.N. Smith Elementary School Second Grade 1965 - 77 Fifth Grade 1963 - 65</li></ul>

1988 - 1989	JPS Staff Development Coordinator lead teacher for staff development workshops
1987 - 1988	Good Apple Selection Co-Chairperson
1986 - 1988	Local Shared Governance Committee member
1976 - 1981	Served on the ESAA Advisory Council Committee
1972 - 1973	Cub Scout Coordinator, G.N. Smith Elementary School
1970 - 1971	Served on the committee at: Research and Development Center, helping to solve problems on integrating the Jackson Public School System
1970 - 1971	Served as a member on the Evaluation Committee of Personnel in the Jackson Public Schools
1970	Attended workshops in training COP Teacher Aides
1970	COP Team Leader, G.N. Smith Elementary School and Morrison Elementary Schools
1970	An editor of <i>"A Handbook for COP Aides in the Jackson Public Schools"</i>
1970	Supervised thirteen teachers' aides.
1964 - 1972	Cub Scout Den Mother, G. N. Smith Elementary School
1963	Rust College Assistant Librarian

**Distinctions and Honors:**

2011	Volunteer at Brown Elementary School
2011	Rust College President's Award for Outstanding Contributions
2008	Rosa Parks Award; MLK Jr. Awards Banquet
1997	The Jackson Hinds Rust Alumnus Chapter, Blue Gem Award, in acknowledgement of outstanding service to the educational community and Rust College Alumni Association



- 1997                    **The Jackson Hinds Rust Alumnus Chapter, Platinum Award upon achieving the highest level fund-raising during the annual scholarship fund**
- 1993                    **Certificate of Appreciation in recognition of exceptional service in the field of education**
- 1998                    **Grant winner, Certificate of Recognition, The Junior League of Jackson**
- 1988                    **Grant winner, Certificate of Recognition, Jackson Public Schools**
- 1988                    **Attended, by special request from the Inaugural Committee, the Inauguration of Raymond Edwin Maybus as Governor of The State of Mississippi**
- 1987                    **Certificate of Participation, Arts Alliance Education Program**
- 1985 - 1986           **Board Member of PTA Council, Timberlawn Elementary School**
- 1983                    **Certificate of Appreciation, NAACP**
- 1982                    **Certificate of Membership, The Oral Roberts Blessing Pact Partnership with God**
- 1981                    **Attended, by special request from Mrs. William Winter and The Jackson Friends of the Library, a National Library Week Tea at the Governor's Mansion**
- 1981 - 1982           **Certificate of Appreciation in recognition of outstanding services rendered the Hinds County Educational Federal Credit Union**
- 1980 - 1984           **Member of UNCF Executive Committee**
- 1980 - 1984           **Member of Hinds County Democratic Executive Committee**
- 1979 - 1980           **Board Member Title I Advisory Committee, Brinkley Junior High School**

- 1977 Biographee for the *"World Who's Who of Women"*
- 1977 Attended, by special request from the Inaugural Committee, the Inaugurations of President Jimmy Carter and Vice President Walter Mondale
- 1976 Attended, by special request from the Inaugural Committee, the Inauguration of Cliff Finch as Governor of The State of Mississippi
- 1974 - 1977 Past Ancient Matron, Heroines of Jericho
- 1973 Certificate of Participation, Continuing Education Title I Institute in Community Leadership, Jackson State College
- 1973 Certificate of Award for participation in Urban Education Mini-Course Conference
- 1972 Bibliography recorded in the 1972 edition, *"Personality of the South"*
- 1972 Outstanding Elementary Teacher in the Jackson Public Schools, honored by the Jackson Chamber of Commerce
- 1972 Outstanding Elementary Teacher in America, Bibliography Recorded in the 1972 edition of *"Outstanding Elementary Teacher in America"*
- 1971 - 1973 Board Member of PTA Council, G.N. Smith Elementary School
- 1962 Granted active membership in Alpha Beta Mu Honor Society
- 1962 - 1963 President of the Methodist Student Movement
- 1960 - 1962 Scholarship Grant Rust College

**Organizational Affiliations:**

PTSA; NAACP Local/National; Member of Central United Methodist Church; Central UMC Morning Glory Singer; Central UMC Board of Trustees; Central UMC Outreach Committee; T.C. Almore Court #35 Heroines of Jericho; YWCA; Boy Scouts of America; American Federation of Teachers; Jacksonian for Public Education; Co-Founder of

**The Jackson Jewels Modeling Company; JSU Free Spirit  
RVersTailgater; JSU Tiger Fund; High School Park Garden  
& Homeowners Association Inc.; National Democratic  
Party; Co-Founder of the Unsung Heroes Banquet at  
Central UMC; Committee to create a Health House at  
Central UMC; National Committee to Preserve Social  
Security and Medicare**

**\*Personal and professional references available upon  
request.**



**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ERIC NORWOOD TO THE PLANNING BOARD**

**WHEREAS**, the Planning Board consists of fifteen (15) members nominated by the Mayor for a term of four years; and

**WHEREAS**, Eric Norwood will represent Ward 4 on the Planning Board; and

**IT IS, THEREFORE, ORDERED**, that the Mayor's reappointment of Eric Norwood to the Planning Board be confirmed with said term to expire October 31, 2025.

(LUMUMBA)

Agenda Item #25  
Agenda Date: October 12, 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

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This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ERIC NORWOOD TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

10/7/21

**DATE**

OFFICE OF THE CITY ATTORNEY

# Eric R. Norwood

1920 Queensroad Avenue • Jackson, MS 39213 | (601) 940-1757 | enorwood@att.net

## Objective

- To utilize my innovative ideas, abilities, creativity, knowledge and progressive skills and practical experience to attain a position on the City of Jackson, MS Planning Board
- I am a self-starter and a team player who has gained my education and experience through education and practical experience.

## Education

BACHELOR OF ARCHITECTURE | MAY 1997 | LOUISIANA STATE UNIVERSITY  
Major: Architecture

## Professional Organizations & Accomplishments

- Boy Scouts of America - Eagle Scout
- Air National Guard - Veteran
- Elected Association of the National Guard of the United States, Member
- National Organization of Minority Architects, Member
- United States Green Building Council, Member
- Omega Psi Phi Fraternity, Inc., Member

## Experience

JOB CAPTAIN | EDIL WYATT ARCHITECTS & PLANNERS, PLLC (JACKSON, MS) | SEPT 1997 - PRESENT

Duty position encompasses team player, job captain/project manager and design details. Tasks include developing design concepts, assigning and coordinating production responsibilities and task delegation and coordinating with design consultants, project estimating, preparing presentations, construction documents and specifications. This encompasses a working knowledge of architectural practice with emphasis on programming and design detailing materials and construction to include a working knowledge of structural, civil, mechanical, electrical, acoustical/thermal engineering, building cost and building codes.

STRUCTURAL CRAFTSMAN | LOUISIANA AIR NATIONAL GUARD (NEW ORLEANS, LA) | SEPT 1994 - PRESENT

Duty position encompasses planning, estimating, assigning, coordinating and managing the CONSO Unit, aircraft maintenance and/or repair of buildings and heavy structures for 15th Fighter Squadron. Position requires theory and practical knowledge of carpentry, masonry and metal fabrication work means and methods.

AIR TRANSPORTATION SPECIALIST | MISSISSIPPI AIR NATIONAL GUARD (JACKSON, MS) | MAR 1992 - AUG 1994

Duty position encompassed payload build-up, knowledge of cargo/carrier planes and loading techniques, stocking and de-loading services.

## References

Available upon request.





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OCTAGON GROUP, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021.**

**WHEREAS**, Octagon Group, LLC is a Mississippi Limited Liability Company in good standing, whose principal office address is 100 West Amite Street, Jackson, Mississippi according to the MS Secretary of States online database; and

**WHEREAS**, Quincy Mukoro is a member of Octagon Group, LLC; and

**WHEREAS**, the City of Jackson previously entered into a contract with Octagon Group, LLC to provide lobbying services at federal and state levels of government for a (12) month period, which was to commence upon execution of the agreement by both parties; and

**WHEREAS**, the twelve (12) month period has expired, and the 2021 legislative sessions have commenced; and

**WHEREAS**, Octagon Group, LLC has advised the City that it is amenable to providing lobbying services to the City of Jackson on the same terms and conditions contained within the previous contract except for amending the period of service and compensation; and

**WHEREAS**, the compensation contained within the prior contract set forth a compensation of \$135,000 for a twelve (12) month period inclusive of expenses save for extraordinary expenses which must be approved by the City in writing; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Octagon Group, LLC to provide state and federal lobbying services to the City.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an agreement with Octagon Group, LLC to provide state and federal lobbying services to the City of Jackson upon updated terms and conditions with a twenty-four (24) month agreement beginning on October 13, 2021 and expiring October 12, 2023.

**IT IS FURTHER ORDERED** that a sum not to exceed \$200,000.00 may be paid to Octagon Group LLC for services provided under the twenty-four (24) month agreement, which shall include all fees and expenses associated with the services with the exception of extraordinary expenses that must be authorized and approved by the City in writing.

Agenda Item #26  
Agenda Date: October 12, 2021  
(LUMUMBA)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OCTAGON GROUP, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

10/7/21

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021.**

**WHEREAS**, Ice Miller Strategies, LLC an Indiana chartered limited liability corporation with an office in Washington D.C.; and

**WHEREAS**, the City solicited the professional services of a lobbyist to represent its interest before various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch; and

**WHEREAS**, Ice Miller Strategies is a full-service public affairs firm that provides its clients with public affairs, legislative and regulatory advocacy, and strategic consulting; and

**WHEREAS**, the City's governing authorities authorized an Agreement between Ice Miller Strategies, LLC and the City, for Jarrod Loadholt to serve as lobbyist for the City for federal purposes.

**WHEREAS**, the compensation contained with the contract set forth a compensation of \$67,500.00 inclusive of expenses save for extraordinary expenses which must be approved by the City in writing; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the of Jackson to execute a contract with Ice Miller Strategies, LLC to provide federal lobbying services to the City; and

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an agreement with Ice Miller Strategies, LLC to provide federal lobbying services to the City of Jackson with a twelve (12) month agreement beginning on October 13, 2021 and expiring October 12, 2022.

**IT IS FURTHER ORDERED** that a sum not to exceed \$67,500.00 may be paid to Ice Miller Strategies, LLC which shall include all fees and expenses associated with the services with the exception of extraordinary expenses that must be authorized and approved by the City in writing.

(Lumumba)

Agenda Item #27  
Agenda Date: October 12, 2021  
(LUMUMBA)

Office of the City Attorney

455 East Capitol Street  
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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FOR THE YEAR COMMENCING OCTOBER 13, 2021** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

10/7/21  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
10/12/21

**ORDER AUTHORIZING THE MAYOR TO ISSUE AN AMERICAN RESCUE PLAN FUNDS TRANSFER TO THE BEAN PATH TO RESPOND TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY.**

**WHEREAS**, Section 21-17-1 of the Mississippi Code of 1972, as amended authorizes the governing authorities of the City of Jackson to perform and exercise any duty, responsibility or function, enter into agreements and contracts, provide and deliver any services or assistance, and receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service; and

**WHEREAS**, the American Rescue Plan Act (ARPA), signed into law on March 11, 2021, by the President of the United States of America, established the Coronavirus Local Fiscal Recovery Fund (CLFR) intended to provide support to State, local and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents and businesses; and

**WHEREAS**, ARPA provides that CLFR funds may be used to (a) respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality; (b) respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) make necessary investments in water, sewer or broadband infrastructure; and

**WHEREAS**, the City of Jackson received CLFR funds and is thereby authorized under ARPA to transfer funds to nonprofit organizations in an effort to respond to the negative economic impacts of the COVID-19 public health emergency; and

**WHEREAS**, the Bean Path, a 501(c)(3) non-profit organization based in Jackson, Mississippi, dedicated to sowing technical expertise in order to grow networks and fertilize communities by providing technical advice and guidance to individuals and small businesses, has requested the City of Jackson transfer CLFR funds in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000) to the Bean Path in an effort to respond to the negative economic impacts of the COVID-19 public health emergency by upskilling working City of Jackson residents and enriching employment opportunities; and

**WHEREAS**, the Bean Path has operated in partnership with local libraries to provide free technical expertise and guidance via their programming such as Tech Office Hours and youth coding to individuals, small businesses and startups in the community since 2018, however, due to the COVID-19 public health emergency, the Bean Path had to switch to virtual platform for the delivery of its services, which hindered the ability of its target demographics to attend Bean Path programming and hindered the ability of its beginner-to-novice patrons to participate with virtual tools; and

**WHEREAS**, the Bean Path also experienced an increased need for additional resources and personnel to remain operational and to assist its patrons due to the COVID-19 public health emergency; and

Agenda Item #28  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

**WHEREAS**, Chief Administrative Officer has determined that technology is one of four primary economic development sectors for the City of Jackson and that the COVID-19 public health emergency exacerbated the digital-divide within the City of Jackson and that such can be addressed by issuing the requested ARPA funds transfer from the City of Jackson to the Bean Path in the amount of \$250,000 to respond to this economic harm because the Bean Path is dedicated to upskilling working residents and enriching employment opportunities that enhance local economic mobility and bridge the digital divide through the provision of Tech Office Hours for youth, individuals and small businesses, engineering and coding programs for youth, tech workshops and scholarships/grants for students and community organizations.

**IT IS HERBY ORDERED** that the Mayor is authorized to issue a transfer of CLFR funds in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000) to the Bean Path in an effort to respond to the negative economic impacts of the COVID-19 public health emergency by upskilling working City of Jackson residents, including working and non-working youth and enriching employment opportunities that enhance local economic mobility and bridge the digital divide through the provision of Tech Office Hours, engineering and coding programs for youth, tech workshops and scholarships/grants for students and community organizations utilizing virtual and non-virtual platforms.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 13, 2021

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO ISSUE A FUNDS TRANSFER OF AMERICAN RESCUE PLAN TO THE BEAN PATH FOR RENOVATION OF PROPERTY AND A FEASIBILITY STUDY								
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>	5. Economic Development								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	Data informed decision-making for City leadership								
5.	<b>Schedule (beginning date)</b>	Upon Approval								
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								
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department</li> <li>▪ Consultant</li> </ul>	CAO								
8.	<b>COST</b>	\$250,000.00								
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant</li> <li>▪ Bond</li> <li>▪ Other</li> </ul>	391-493.00-6742								
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>

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 17, 2021  
**Subject:** Bean Path Agenda Item

The attached agenda item which accompanies this memo requests that the City Council authorize the issuance of a funds transfer of the American Rescue Plan to the Bean Path for renovation of property to combat challenges brought by the COVID-19 pandemic. The Bean Path is a 501(c)(3) non-profit organization that is located in Jackson, Mississippi with the mission of upskilling working residents and enriching employment opportunities that enhance local economic mobility and bridge the digital divide. Since Fall 2018, the Bean Path has operated in partnership with local libraries to provide free technical expertise and guidance via their programming such as Tech Office Hours (TOHs) and youth coding to individuals, small businesses, and startups in the community.

Due to the COVID-19 pandemic, the Bean Path has experienced both technological and financial difficulties from the health and safety protocols, scarcity of resources, and access. Switching to a virtual platform has broadened the reach of the Bean Path, but it has also hindered the target demographics from being able to attend the programming as well as beginner-to-novice patrons the ability to participate with the virtual tools. The pandemic has placed a financial strain with the requirement for additional resources and personnel for the Bean Path to remain operational and to assist its patrons.

The Bean Path is requesting \$250,000 from the *American Rescue Plan*.





September 14, 2021

Nashlie Sephus, Ph.D.  
The Bean Path  
PO Box 776  
Jackson, MS 39205-0776

To City of Jackson, Re: ARPA Funds:

The Bean Path is a 501c3 non-profit organization based in Jackson, Mississippi with a mission to upskill working residents and enrich employment opportunities that enhance local economic-mobility and bridge the digital-divide. I'm writing to express details around the challenges we at the Bean Path have faced due to the COVID-19 pandemic, along with financial need for renovating our newly-acquired building at 451 N Gallatin St and surrounding infrastructure of the property (part of the larger, JXN Tech District development).

In Fall 2018, The Bean Path partnered with local libraries to provide free technical expertise and guidance to individuals and small businesses in the community. Since inception, we have serviced more than 1,000 individuals in the Jackson area. Prior to the COVID-19 pandemic, we met with youth and community individuals to provide direct access to our team of tech experts for mentoring, tech consultants, school supply donations, community activities, and coding programs.

When the pandemic began, we faced several challenges with reaching and serving the community due to health and safety protocols, scarcity of resources, and access. With limited time and resources, we pivoted our operations and shifted to serving in a virtual capacity. This shift was not easy including a major impact on some of our core programming such as Tech Office Hours (TOHs), youth coding, and mentoring. During TOHs we usually host tech presentations and one-to-one consultations, serving individuals, small businesses, and startups. Unfortunately, we were unable to operate in our normal environment where our volunteers could assist individuals simultaneously, limiting the number of people we could assist.

Shifting our normal operations, we decided to pivot with a presentation-style TOHs followed by one-to-one sessions to help with our patrons. While transitioning to this virtual format allowed us to expand beyond Jackson and reach a wider, regional audience, much of our target demographic was not able to attend. Moreover, while much of our mission is to attract individuals who are at a beginner-to-novice level of technical expertise, many in this group had difficulty using virtual tools, hindering our ability to assist them at full capacity.

Not only did the fully virtual format propose challenges when assisting people with their devices, such as laptops, phones, etc, but it required additional funding, resources, and personnel. The Bean Path team was significantly impacted by the financial burden and tech debt as a result of abruptly shifting our

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Jackson, MS 39205-0776

www.thebeanpath.org  
info@thebeanpath.org

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operations. With the library meeting rooms closed, we wanted to be able to launch our secure, safe space with infrastructure and planning studies at the new location 451 N Gallatin St, Jackson MS 39203 and the JXN Tech District by this October.

What started as a small group offering tech help at local libraries has exceeded expectations as well as the capacity of our local libraries. After three years of service, The Bean Path now serves as the anchor of a larger vision — the JXN Tech District. As The Bean Path celebrates three years of service this October, we are planning an anniversary event to raise funding to create a space that provides access to tools, resources, and collaborative opportunities in a safe and engaging manner.

Our goal for 2022 is to impact more than 1,500 individuals through our expanded programming at The Bean Path headquarters in downtown Jackson. Our efforts would go even farther with the financial support from the ARPA funds. Such funding will equip us with the resources and tools to help us overcome these hurdles. ARPA funds from the City of Jackson will be a key partner in building Jackson's tech talent, bridging the digital tech divide in Mississippi, and addressing social and technological disparities in the community.

Thank you so much for taking the time to read this proposal, and please do not hesitate to contact me with any questions about this request.

Sincerely,

A handwritten signature in black ink that reads 'Nashlie Sephus'.

Nashlie Sephus, Ph.D.  
Founder & CEO, The Bean Path

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Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ISSUE AN AMERICAN RESCUE PLAN FUNDS TRANSFER TO THE BEAN PATH TO RESPOND TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Kristen Love, *Deputy City Attorney* KL



DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCH TIME CONCESSIONS TO BOOK THE 360 BOOTH DURING THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021**

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson identified its four primary sectors for economic development as technology, education, creativity, and healthcare; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a two-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and will host the Community Arts Festival on Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the City of Jackson is desirous to retain services to book 360 photo booth during the TECH JXN 2021 Community Arts Festival October 24, 2021; and

**WHEREAS**, the City of Jackson's Chief Administrative Officer recommends the City of Jackson execute an agreement with Crunchtime Concessions to book the 360 photo booth, which includes on-site maintenance during TECH JXN 2021 Community Arts Festival October 24, 2021; and

**WHEREAS**, Crunchtime Concessions will lease the 360 photo booth, which includes on-site maintenance during TECH JXN 2021 Community Arts Festival October 24, 2021; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$650, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson's Chief Administrative Officer recommends the City of Jackson enter into an agreement with Crunchtime Concessions to book the 360 photo booth, which includes on-site maintenance during TECH JXN September 23-25, 2021, with the term of this agreement to commence upon execution and to expire on September 25, 2021, not to exceed Six Hundred Fifty Dollars and No Cents (\$650), to highlight the City of Jackson's four primary economic sectors and to showcase such opportunities within these sectors within the City of Jackson.

**IT IS HERBY ORDERED** that the Mayor be authorized to enter into an agreement with Crunchtime Concessions to book the 360 photo booth, which includes on-site maintenance during TECH JXN September 23-25, 2021, with the term of this agreement to commence upon execution and to expire on September 25, 2021, not to exceed Six Hundred Fifty Dollars and No Cents (\$650), to highlight the City of Jackson's four primary economic sectors and to showcase such opportunities within these sectors within the City of Jackson

Agenda Item #29  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 29, 2021

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCH TIME CONCESSIONS TO BOOK THE 360 BOOTH DURING THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021</b>	
2.	<b>Purpose</b>	1.To lease the 360 photo booth and classic booth, which includes on-site maintenance	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.	
5.	<b>Schedule (beginning date)</b>	Upon Approval	
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 type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	CAO	
8.	<b>COST</b>	\$650	
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"/>	W.K.Kellogg Foundation Grant number PO131760	
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 ___

**City Administrative Office**

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 29, 2021  
**Subject:** Crunchtime Concessions Agenda Item

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Crunchtime Concessions to book the 360 photo booth, which includes on-site maintenance for TECH JXN 2021 on October 24, 2021. The City of Jackson hosted TECH JXN, a two-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and will host the Community Arts Festival on Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. Crunchtime Concessions will be paid a total of \$650.00, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

**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 AN AGREEMENT WITH CRUNCH TIME CONCESSIONS TO BOOK THE 360 BOOTH DURING THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Kristen Love**, *Deputy City Attorney* KL

10/6/21  
DATE

10/15/21  
Kristen Love  
CITY ATTORNEY



K. Wright  
10/12/2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART EVENT FACILITY AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART (MMA) TO HOST THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL ON OCTOBER 24, 2021**

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the Community Arts festival, originally scheduled on Saturday, September 25, 2021, is rescheduled to Sunday, October 24, 2021; and

**WHEREAS**, the event will serve to highlight the City's current Jackson-based businesses, its medical corridor and healthcare organizations, its institutions of higher education, and its strong cultural presence by providing a platform for each to present their purpose in the City and their achievements; and

**WHEREAS**, the event is open to the entire City of Jackson, JPS students, senior citizens, working class, business owners, college students, the community at large, and nay person who comes, at no cost; and

**WHEREAS**, MMA will provide access to the Art Garden with C-Spire stage and terrace for the Music Festival provided by the Jackson Indie Music Week as well as extend the indoor access for workshops, sessions, and art performances for the Creativity sector; and

**WHEREAS**, MMA will also provide access for food trucks to be set up on Lamar Street on Sunday, October 24, 2021; and

**WHEREAS**, the cost to utilize the Art Garden with C-Spire Stage is \$1,500 and MMA in-house security, service staff, grounds maintenance and trash pickup is \$500 for a total of \$2,000; and

**WHEREAS**, MMA has given the City of Jackson a Partnership Venue Discount of \$1,500; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$500, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson's Chief Administrative Officer recommends the City of Jackson enter into a facility use agreement with the Mississippi Museum of Art to provide access to the Art Garden with the C-Spire stage and terrace for the Music Festival by the Jackson Indie Music Week, extend operational hours for public access to exhibitions, and provide access for workshops,

Agenda Item #30  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 29, 2021

POINTS		COMMENTS									
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART EVENT FACILITY CONTRACT WITH MISSISSIPPI MUSEUM OF ART (MMA) TO HOST THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021</b> <b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART EVENT FACILITY CONTRACT WITH MISSISSIPPI MUSEUM OF ART (MMA) TO HOST THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021</b>									
2.	<b>Purpose</b>	1.To provide space for innovation and entrepreneurial opportunities									
3.	<b>Who will be affected</b>	City of Jackson									
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.									
5.	<b>Schedule (beginning date)</b>	Upon 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>	Citywide									
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	CAO									
8.	<b>COST</b>	\$500									
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input 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>	W.K.Kellogg Foundation Grant									
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

**City Administrative Office**

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 29, 2021  
**Subject:** Mississippi Museum of Art Agenda Item

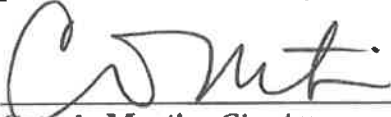
The attached agenda item which accompanies this memo requests that the City Council authorize an art event facility contract with Mississippi Museum of Art (MMA) to host TECH JXN Community Arts Festival on October 24, 2021. MMA will provide access to the Art Garden with C-Spire stage and terrace for the Music Festival provided by the Jackson Indie Music Week as well as extend the indoor access for workshops, sessions, and art performances, and they will also provide access for food trucks to be set up on Lamar Street on Sunday, October 24, 2021. The cost to utilize the Art Garden with C-Spire Stage is \$1,500 and MMA in-house security, service staff, grounds maintenance and trash pickup is \$500 for a total of \$2,000. However, MMA has given the City of Jackson a Partnership Venue Discount of \$1,500, and the remaining balance is \$500. MMA will be paid a total of \$500, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART EVENT FACILITY CONTRACT WITH MISSISSIPPI MUSEUM OF ART (MMA) TO HOST THE TECH JXN 2021 COMMUNITY ARTS FESTIVAL OCTOBER 24, 2021 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristen Love, Deputy City Attorney KL

10/6/21

DATE

10/5/21  
C. K. P.  
OFFICE OF THE CITY ATTORNEY

**ORDER RATIFYING THE ACCEPTANCE OF PROMOTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 - 25, 2021 AND AUTHORIZING PAYMENT FOR SAID SERVICES**

*Kristine*  
*10/12/21*

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the TECH JXN 2021 Community Arts Festival originally scheduled for September 25, 2021, is rescheduled for Sunday, October 24, 2021, to showcase a music festival with performances by the Jackson Indie Music Week (JIMW) as well as workshops, sessions, and art performances from the community; and

**WHEREAS**, several promotional services were provided for this conference to bring into favorable notice the opportunities, possibilities, and resources of the City of Jackson, and were in conformity with the grant as follows:

- 1) **Crunchtime Concessions** provided a 360 photo booth and classic photo booth, which included on-site maintenance at a cost of \$2,100; and
- 2) **NeAd Promotions** provided promotional merchandise, which includes non-woven mini brochure tote bags, non-woven promotional tote bags, mini-spiral notebooks, ballpoint pens, adjustable cord lanyards, and name tags, for 1,500 attendees at a cost of \$6,501; and
- 3) **We Marquee** installed and setup marquee letters at the Jackson Convention Center on Wednesday, September 22, 2021 at 7:00pm to be picked up on Friday, September 25, 2021 at 8:00pm and at the Mississippi Museum of Art on Sunday, October 24, 2021 at 3:00pm to be picked up at 9:00pm at a cost of \$1,502.82; and
- 4) **Designer Teez** printed a total of 500 t-shirts in the colors of Gray, Royal Blue, Red, Lime Green, and Gold at a cost of \$4,280.

**WHEREAS**, the total cost to the City of Jackson for all services rendered is \$14,383.82, TO be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

**IT IS THEREFORE ORDERED** that the receipt of the following promotional services rendered for the success and impact of the TECH JXN 2021 Conference and Festival for the City of Jackson is hereby ratified: Crunchtime Concessions (\$2,100); NeAd Promotions (\$6,501); We Marquee (\$1,502.82); and Designer Teez (\$4,280); and payment for said services is authorized.

Agenda Item #31  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 29, 2021

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING PROMOTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO</b>								
2.	<b>Purpose</b>	To provide the community insight to the City of Jackson's attributes in the areas of technology, education, creativity, and healthcare								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	<b>Schedule (beginning date)</b>	Upon 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>	Citywide								
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	CAO								
8.	<b>COST</b>	1. Crunchtime Concessions (\$2,100.00) 2. NeAd Promotions (\$6,501.00) 3. We Marquee (\$1,502.82) 4. Designer Teez (\$4,280.00)  <p style="text-align: right;"><b>Total: \$14,383.82</b></p>								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input 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>	Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth								
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>

City Administrative Office

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 29, 2021

**Subject:** ORDER RATIFYING PROMOTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO

The attached agenda item which accompanies this memo requests that the City of Jackson be authorized to make payments to the following vendors for promotional services rendered in support of the TECH JXN 2021 Conference and Festival on September 23 – 25, 2021:

1. Crunchtime Concessions (\$2,100.00)
2. NeAd Promotions (\$6,501.00)
3. We Marquee (\$1,502.82)
4. Designer Teez (\$4,280.00)

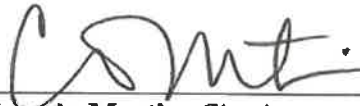
These payments totaling \$14,383.82 will be paid from the W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF PROMOTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Kristen Love, Deputy City Attorney KL

10/6/21  
DATE

*K. Love*  
10/5/21  
CITY ATTORNEY



**ORDER RATIFYING THE ACCEPTANCE OF INSTRUCTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES**

*Kristen Lorne*  
10/15/2021

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the TECH JXN 2021 Community Arts Festival originally scheduled for September 25, 2021, is rescheduled for Sunday, October 24, 2021, to showcase a music festival with performances by the Jackson Indie Music Week (JIMW) as well as workshops, sessions, and art performances from the community; and

**WHEREAS**, several instructional services were provided for this conference to bring into favorable notice the opportunities, possibilities, and resources of the City of Jackson, and were in conformity with the grant as follows:

- 1) **Sweet Unknown South** facilitated and curated speakers for the Film Academy at a cost of \$2,000; and
- 2) **Joshua Henderson** provided professional music and entertainment on Thursday, September 23 – Friday, September 24, 2021 from 8 am – 5 pm for attendees and for opening sessions at a cost of \$2,500; and
- 3) **Verve Health Station** provided four fitness sessions and three fitness dance styles on Thursday, September 23 – Friday, September 24, 2021 at a cost of \$1,000; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered is \$5,500.00, to be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

**IT IS THEREFORE ORDERED** that the receipt of the following instructional services rendered for the success and impact of the TECH JXN 2021 Conference and Festival for the City of Jackson is hereby ratified: Sweet Unknown South (\$2,000); Joshua Henderson (\$2,500); and Verve Health Station (\$1,000); and payment for said services is authorized.

Agenda Item #32  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

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

**DATE: September 29, 2021**

POINTS		COMMENTS																																																		
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING INSTRUCTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO</b>																																																		
2.	<b>Purpose</b>	To provide the community insight to the City of Jackson’s attributes in the areas of technology, education, creativity, and healthcare																																																		
3.	<b>Who will be affected</b>	City of Jackson																																																		
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.																																																		
5.	<b>Schedule (beginning date)</b>	Upon 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>	Citywide																																																		
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	CAO																																																		
8.	<b>COST</b>	1. Sweet Unknown South (\$2,000.00) 2. Joshua Henderson (\$2,500.00) 3. Verve Health Station (\$1,000.00)  <p style="text-align: right;"><b>Total: \$5,500.00</b></p>																																																		
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input 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>	Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth																																																		
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											

Revised 2-04

**City Administrative Office**

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 29, 2021  
**Subject:** ORDER RATIFYING INSTRUCTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO

The attached agenda item which accompanies this memo requests that the City of Jackson be authorized to make payments to the following vendors for instructional services rendered in support of the TECH JXN 2021 Conference and Festival on September 23 – 25, 2021:

1. Sweet Unknown South (\$2,000.00)
2. Joshua Henderson (\$2,500.00)
3. Verve Health Station (\$1,000.00)

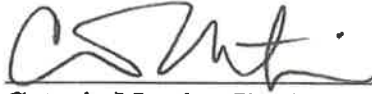
These payments totaling \$5,500.00 will be paid from the W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF INSTRUCTIONAL SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristen Love, *Deputy City Attorney* KL

10/6/21

DATE

RECEIVED  
K. Love  
10/5/21  
C. Martin

**ORDER RATIFYING THE TECH JXN 2021 CONFERENCE & FESTIVAL HELD ON SEPTEMBER 23-25, 2021**

*W. K. Kellogg Foundation*  
*10/15/2021*

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the TECH JXN 2021 Community Arts Festival originally scheduled for September 25, 2021, is rescheduled for Sunday, October 24, 2021, to showcase a music festival with performances by the Jackson Indie Music Week (JIMW) as well as workshops, sessions, and art performances from the community; and

**WHEREAS**, TECH JXN 2021 Conference & Festival, a free event open to the public, featured events and activities for Soul Filled Weekend sponsored by Visit Jackson, and also featured a Jobs for Jacksonians Fair on Thursday, September 23, 2021; a Career and College Fair on Friday, September 24, 2021; professional development workshops; and a Film Academy with workshops led by industry leaders curated by Curtis Nichouls.

**IT IS, THEREFORE, ORDERED** that the TECH JXN 2021 Conference and Festival is hereby ratified.

Agenda Item #33  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 27, 2021

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING AN ORDER AUTHORIZING THE MAYOR TO HOST THE TECH JXN 2021 CONFERENCE & FESTIVAL TO BE HELD ON SEPTEMBER 23-25, 2021								
2.	<b>Purpose</b>	1. To highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare 2. To showcase opportunities within the four sectors								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	<b>Schedule (beginning date)</b>	Upon Approval								
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 type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	CAO								
8.	<b>COST</b>									
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"/>									
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>

**City Administrative Office**

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 27, 2021  
**Subject:** TECH JXN 2021 Agenda Item

The attached agenda item which accompanies this memo requests that the City Council authorize TECH JXN 2021 to be hosted on September 23-25, 2021. TECH JXN 2021 is a three-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. This conference and festival is free and open to the public. It will feature events and activities for Soul Filled Weekend, which is sponsored by Visit Jackson in conjunction with career fairs, workshops, a Film Academy with workshops led by industry leaders curated by Curtis Nichouls, and a Music festival with performances by the Jackson Indie Music Week (JIMW).

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 RATIFYING THE TECH JXN 2021 CONFERENCE & FESTIVAL TO BE HELD ON SEPTEMBER 23-25, 2021** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristen Love, *Deputy City Attorney* KL

10/6/21

DATE

*Kristen Love*  
10/6/21  
THE CITY ATTORNEY



**ORDER RATIFYING THE ACCEPTANCE OF PRINTING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO**

OFFICE OF THE CITY CLERK  
K. Wright  
10/15/21  
CITY OF JACKSON

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the TECH JXN 2021 Community Arts Festival originally scheduled for September 25, 2021, is rescheduled for Sunday, October 24, 2021, to showcase a music festival with performances by the Jackson Indie Music Week (JIMW) as well as workshops, sessions, and art performances from the community; and

**WHEREAS**, the City of Jackson was desirous to retain professional services to print banners, social distancing floor signs, way finders, and images showcasing the City of Jackson to bring into favorable notice the opportunities, possibilities, and resources for the City of Jackson, and were in conformity with the grant; and

**WHEREAS**, the City of Jackson's Office of Publications Division provided printing services for banners, social distancing floor signs, way finders, and images showcasing the City of Jackson that were utilized for TECH JXN September 23 – 25, 2021; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered is \$1,282.64, which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

**IT IS THEREFORE ORDERED** that the receipt of the printing services rendered for the success and impact of the TECH JXN 2021 Conference and Festival for the City of Jackson is hereby ratified: City of Jackson Office of Publications Division (\$1, 282.64); and payment for said services is authorized.

Agenda Item #34  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

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

**DATE: September 27, 2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING PRINTING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO
2.	<b>Purpose</b>	1. To showcase opportunities within the four sectors
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.
5.	<b>Schedule (beginning date)</b>	Upon Approval
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 type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	CAO
8.	<b>COST</b>	\$1, 282.64
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"/>	Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth
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

City Administrative Office

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 27, 2021

**Subject:** ORDER RATIFYING PRINTING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO

The attached agenda item which accompanies this memo requests that the City of Jackson be authorized to make payments to the Office of Publications Division for printing services rendered in support of the TECH JXN 2021 Conference and Festival. TECH JXN 2021 is a three-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. The Office of Publications Division will be paid a total of \$1,282.64, which will be paid from the W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

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 RATIFYING THE ACCEPTANCE OF PRINTING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Kristen Love**, *Deputy City Attorney* KL

10/6/21  
DATE

Handwritten notes and date: 10/5/21, 10/5/21, and other illegible markings.

**ORDER RATIFYING THE ACCEPTANCE OF MARKETING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES**

*Handwritten signature and date: 10/12/21*

**WHEREAS**, the City of Jackson applied and received grant funding from the W. K. Kellogg Foundation to host the TECH JXN Conference and Festival; and

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson hosted TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity, and Healthcare (hence TECH) and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the TECH JXN 2021 Community Arts Festival originally scheduled for September 25, 2021, is rescheduled for Sunday, October 24, 2021, to showcase a music festival with performances by the Jackson Indie Music Week (JIMW) as well as workshops, sessions, and art performances from the community; and

**WHEREAS**, several marketing and advertising services were provided for this conference to bring into favorable notice the opportunities, possibilities, and resources of the City of Jackson, and were in conformity with the grant as follows:

- 1) **Prime Stone Media** provided six 30-second commercials and five (15-30 seconds) promos to advertise TECH JXN 2021 Conference and Festival at a cost of \$5,000.00; and
- 2) **AD Marketing & Communications, LLC** developed a social media awareness campaign, monitored and reported analytics for advertisement and posted enhancements to strengthen awareness, provided social media marketing and posting, created content around age groups, gender, interests, online behaviors, online interests, directed brand engagements to drive more traffic to social media pages and awareness, and optimized ad campaigns to generate awareness for TECH JXN 2021 Conferences and Festival at a cost of \$3,500.00; and
- 3) **Special Delivery Design Group** designed and produced posts for Facebook, Instagram, Twitter, Pinterest, and LinkedIn to boost the online presence of TECH JXN 2021 Conference and Festival at a cost of \$1,250.00; and
- 4) **KMG Films** videotaped programmatic events such as the Mayor's Opening speech, Lobaki virtual reality, and the Film Academy's workshops and produce a 10-15-minute video diary for TECH JXN 2021 Conference and Festival at a cost of \$5,000.00; and
- 5) **Lamar Advertising** produced three digital billboards to advertise TECH JXN 2021 Conference and Festival at a cost of \$1,975.00.

**WHEREAS**, the total cost to the City of Jackson for all marketing and advertising services rendered is \$16,725.00, to be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

**IT IS THEREFORE ORDERED** that the receipt of these marketing services rendered for the success and impact of the TECH JXN 2021 Conference and Festival is hereby ratified: Prime Stone Media (\$5,000); AD Marketing & Communications, LLC (\$3,500); Special Delivery Design Group (\$1,250); KMG Films (\$5,000); and Lamar Advertising (\$1,975), and payment for said services is authorized.

Agenda Item #35  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 27, 2021

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING MARKETING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO</b>	
2.	<b>Purpose</b>	To provide the community insight to the City of Jackson's attributes in the areas of technology, education, creativity, and healthcare	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.	
5.	<b>Schedule (beginning date)</b>	Upon Approval	
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 type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	CAO	
8.	<b>COST</b>	1. Prime Stone Media (\$5,000.00) 2. AD Marketing & Communications, LLC (\$3,500.00) 3. Special Delivery Design Group (\$1,250.00) 4. KMG Films (\$5,000.00) 5. Lamar Advertising (\$1,975.00)  <b>Total: \$16,725.00</b>	
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"/>	Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth	
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 <u>  X  </u> N/A <u>  X  </u> N/A <u>  X  </u> N/A <u>  X  </u> N/A <u>  X  </u>

**City Administrative Office**

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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 27, 2021  
**Subject:** ORDER RATIFYING MARKETING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23 – 25, 2021, AND AUTHORIZING EXPENDITURES RELATED HERETO

The attached agenda item which accompanies this memo requests that the City of Jackson be authorized to make payments to the following vendors for marketing services rendered in support of the TECH JXN 2021 Conference and Festival on September 23 – 25, 2021:

1. Prime Stone Media (\$5,000.00);
2. AD Marketing & Communications (\$3,500.00);
3. Special Delivery Design Group (\$1,250.00);
4. KMG Films (\$5,000.00);
5. Lamar Advertising (\$1,975.00)

These payments totaling \$16,725.00 will be paid from the W. K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth.*

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF MARKETING SERVICES PROVIDED FOR THE TECH JXN 2021 CONFERENCE AND FESTIVAL HELD ON SEPTEMBER 23-25, 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristen Love, Deputy City Attorney KL

10/6/21

DATE

FILED  
10/19/21  
K. LOVE



**ORDER RATIFYING AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2021 CONFERENCE AND FESTIVAL ON SEPTEMBER 23-25, 2021 AND AUTHORIZING PAYMENT.**

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorizes municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, the City of Jackson will host TECH JXN 2021, a three-day conference/festival at the Jackson Convention Center on September 23-24, 2021, and Mississippi of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors: Technology, Education, Creativity and Healthcare (TECH), to showcase such opportunities within these sectors within the City of Jackson and to stimulate growth and create an environment of innovation and entrepreneurial opportunities using the strength of its Technology, Education, Creativity, and Healthcare sectors (TECH); and

**WHEREAS**, the event will highlight City of Jackson-based businesses, its medical corridor and healthcare organizations, its institutions of higher education, and its strong cultural presence by providing a platform for each to present their purpose in the City and their achievements and is open to the entire City of Jackson, JPS, students, senior citizens, working class, business owners, college students, the community at large and any attendee, at no cost; and

**WHEREAS**, OVG Facilities, LLC has offered to provide space at the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi 39201, to the City of Jackson TECH JXN 2021 in the amount of Eighteen Thousand Five Hundred and Ten Dollars and No Cents (\$18,510) for the execution of sessions and workshops focusing on Technology, Education, Creativity and Healthcare on Thursday, September 23 – Friday, September 24, 2021; to host a Jobs for Jacksonians fair on Thursday, September 23, 2021; host a college and career fair on Friday, September 24, 2021; and provide space for Film Academy workshops on Thursday, September 23 – Friday, September 24, 2021 from 8:00 a.m. – 8:00 p.m.; and

**WHEREAS**, the Chief Administrative Officer has determined that it is in the best interest of the citizenry to ratify an event license agreement with OVG Facilities, LLC to use the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi 39201, during TECH JXN 2021 for the execution of sessions and workshops focusing on Technology, Education, Creativity and Healthcare on Thursday, September 23 – Friday, September 24, 2021; to host a Jobs for Jacksonians fair on Thursday, September 23, 2021; host a college and career fair on Friday, September 24, 2021; and provide space for Film Academy workshops on Thursday, September 23 – Friday, September 24, 2021 from 8:00 a.m. – 8:00 p.m., and authorize payment for the same in the amount of Eighteen Thousand Five Hundred and Ten Dollars and No Cents (\$18,510).

**IT IS HERBY ORDERED** that the event license agreement with OVG Facilities, LLC to use the Jackson Convention Complex, located at 105 East Pascagoula Street, Jackson, Mississippi 39201, during TECH JXN 2021 for the execution of sessions and workshops focusing on Technology, Education, Creativity and Healthcare on Thursday, September 23 – Friday, September 24, 2021; to host a Jobs for Jacksonians fair on Thursday, September 23, 2021; host a college and career fair on Friday, September 24, 2021; and provide space for Film Academy workshops on Thursday, September 23 – Friday, September 24, 2021 from 8:00 a.m. – 8:00 p.m., is hereby ratified

Agenda Item #36  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Louis Wright, City Administrative Officer  
**Date:** September 16, 2021  
**Subject:** OVG Facilities, LLC Agenda Item

The attached agenda item which accompanies this memo requests that the City Council authorize an event license agreement with OVG Facilities, LLC to host TECH JXN 2021 Conference and Festival on September 23- 24, 2021. TECH JXN 2021 is a three-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. The Jackson Convention Center (JCC) will provide space for the execution of sessions and workshops focusing on Technology, Education, Creativity, and Healthcare on Thursday, September 23 – Friday, September 24, 2021; host a Jobs for Jacksonians fair on Thursday, September 23, 2021; host a college and career fair on Friday, September 24, 2021; and provide space for Film Academy workshops on Thursday, September 23 – Friday, September 24, 2021 for the City to utilize all space and rooms within JCC's three floors on Thursday, September 23 – Friday, September 24, 2021 from 8:00 a.m. – 8:00 p.m. OVG Facilities, LLC will be paid a total of \$18,510 to cover HVAC, set—up, security, and labor costs; and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 16, 2021

POINTS		COMMENTS																																																			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH JACKSON CONVENTION COMPLEX (JCC) TO HOST THE TECH JXN 2021 CONFERENCE AND FESTIVAL SEPTEMBER 23-25, 2021</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>	5. Economic Development																																																			
3.	<b>Who will be affected</b>	City of Jackson																																																			
4.	<b>Benefits</b>	Data informed decision-making for City leadership																																																			
5.	<b>Schedule (beginning date)</b>	Upon 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>	Citywide																																																			
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	CAO																																																			
8.	<b>COST</b>	\$18,510.00																																																			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b></li> <li>▪ <b>Bond</b></li> <li>▪ <b>Other</b></li> </ul>	W.K. Kellogg Foundation grant																																																			
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> <td>X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> </tr> </table>		ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X																																												

Revised 2-04

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2021 CONFERENCE AND FESTIVAL SEPTEMBER 23-25, 2021 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Kristen Love, *Deputy City Attorney* 



DATE

*K. Wright*  
*10/15/2021*

**RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2021B (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED DOLLARS (\$5,500,000) TO (I) RAISE FUNDS FOR 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 ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$5,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2021B (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS.**

**WHEREAS**, the City Council of the City of Jackson, Mississippi, acting for and on behalf of said City of Jackson, Mississippi, hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together the City Bond Act and the Bank Act.

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the City Bond pursuant to Section 21 hereof.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" shall mean Mayor, the Clerk, and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

Agenda Item #37  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended.

"Bank Bonds" shall mean the not to exceed \$5,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project), authorized to be issued by the Purchaser pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution.

"City" shall mean the City of Jackson, Mississippi.

"City Bond" shall mean the not to exceed \$5,500,000 General Obligation Bond, Series 2021B, of the City authorized and directed to be issued in this resolution.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

"Clerk" shall mean the Clerk of the City.

"Construction Project" shall mean financing certain capital projects and improvements which shall consist 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 and for other authorized purposes under the Act.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Purchaser and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.03 of the Indenture as the interest payment dates of the Bank Bonds.

"Mayor" shall mean the Mayor of the City of Jackson, Mississippi.

"Municipal Advisor" shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"Project" shall mean providing funds for (i) the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds.

"Purchaser" shall mean the Mississippi Development Bank, a public body, corporate and politic, of the State created pursuant to the Bank Act.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Purchaser.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"Trustee" shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Bank Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"2021B Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Bond, Series 2021B, 2021B Bond Fund provided for in Section 12 hereof.

"2021B Construction Fund" shall mean the City of Jackson, Mississippi General Obligation Bond, Series 2021B, 2021B Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on the 3rd day of August, 2021, the Governing Body adopted an intent 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") indicating its intent to (i) issue a general obligation bond to be purchased by the Bank such purchase to be funded from the proceeds of a special obligation bond issue of the Bank, each for the purpose of providing funds for the Project and fixed 10:00 o'clock a.m. on September 14, 2021, as the date and hour on which it proposed to direct the issuance of said general obligation bond to be sold to the Bank, on or prior to which date and hour any protest to be made against the issuance of such general obligation bond to be sold to the Bank was required to be filed.

3. As required by law and as directed by the aforesaid Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Clarion Ledger*, a newspaper published in 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 prior to September 14, 2021, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on August 19, 2021, August 26, 2021, September 2, 2021 and September 9, 2021, as evidenced by the publisher's affidavit heretofore presented and filed.

4. On or prior to 10:00 o'clock a.m. on September 14, 2021, no written protest against the issuance of the general obligation bond to be sold to the Bank, described in the Intent Resolution, had been filed or presented by qualified electors of the City.

5. The Governing Body is authorized and empowered by the provisions of the Act to issue its City Bond in a principal amount of not to exceed \$5,500,000 and sell same to the Bank for the purpose of providing funds for (i) the Construction Project and (ii) paying costs of issuance for the Bank Bonds and the City Bond.

6. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution registered as to principal and interest in the form and manner as hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$1,284,982,350; the City has outstanding bonded



indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$105,410,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$105,410,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body desires to hereby approve the following documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) a City Bond Purchase Agreement to be dated as of the date of sale of the City Bond, by and between the City and the Bank (the "City Bond Purchase Agreement"); and (ii) the Term Sheet of Regions Capital Advantage, Inc., Ridgeland, Mississippi, or a subsidiary thereof (the "Term Sheet") prepared in connection with the sale of the Bank Bonds.

9. The City hereby agrees to sell the Bonds to Regions Capital Advantage, Inc. Ridgeland, Mississippi or a subsidiary thereof (the "Purchaser of the Bank Bonds").

10. It has now become necessary to make provision for the preparation, execution and issuance of said City Bond.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

**SECTION 2.** The City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) to raise money for the Project as authorized by the Act.

**SECTION 3.** (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture.

(c) The City Bond is subject to redemption prior to maturity thereof at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Indenture.

**SECTION 4.** (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the City Bond.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the City Bond to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Purchaser thereof upon payment of the purchase price of the City Bond to the City.

**SECTION 5.** (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically

reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

**SECTION 6.** The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO REGIONS BANK, BATON ROUGE, LOUISIANA, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED \_\_\_\_\_, 2021, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
HINDS COUNTY  
CITY OF JACKSON  
GENERAL OBLIGATION BOND  
SERIES 2021B

NO. 1 \$ \_\_\_\_\_

Rate of Interest

Maturity

Dated Date

%

\_\_\_\_\_, 2021

**Registered Owner:**

**Principal Amount:**

**DOLLARS**

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Regions Bank, Baton Rouge, Louisiana, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2021B, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Regions Bank, Baton Rouge, Louisiana, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted October 12, 2021 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) to raise money for the purpose of providing funds for 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 Mississippi Code Ann. §31-25-1 *et seq.*, as amended and/or supplemented from time to time and Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, and (ii) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$5,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Regions Bank, Baton Rouge, Louisiana, as trustee (the "Trustee"), dated \_\_\_\_\_, 2021 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is and will continue to be 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 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City,

when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

**IN WITNESS WHEREOF**, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF JACKSON, MISSISSIPPI**

**BY:** \_\_\_\_\_  
Mayor

**COUNTERSIGNED:**

\_\_\_\_\_  
City Clerk  
(SEAL)

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2021B, of the City of Jackson, Mississippi.

**REGIONS BANK,**  
as Transfer Agent

**BY:** \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_, 2021

**REGISTRATION AND VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk  
(SEAL)

**[END OF CITY BOND FORM]**



**SECTION 7.** In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

**SECTION 8.** For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; 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 2021 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the City Bond.

**SECTION 9.** Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

**SECTION 10.** Ownership of the City Bond shall be in the Purchaser or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes,

and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

**SECTION 11.** The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

**SECTION 12.** (a) The City hereby establishes the 2021 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2021 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2021 Bond Fund;  
and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2021 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2021 Bond Fund sufficient monies to make the payments necessary (the "Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

**SECTION 13.** (a) The City hereby establishes the 2021 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2021 Construction Fund. Any income received from investment of monies in the 2021 Construction Fund shall be deposited in the 2021 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2021 Bond Fund for the payment of debt service on the City Bond. From the 2021 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain

in the 2021 Construction Fund after the completion of the Construction Project shall be transferred to the 2021 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2021 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

**SECTION 14.** (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

**SECTION 15.** The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

**SECTION 16.** The City hereby covenants that it will not make any use of the proceeds of the City Bond or do or suffer any other action that would cause: (i) the Bank Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bank Bonds to be included in the gross income of the registered owners thereof for federal income taxation purposes; or (iii) the interest on the Bank Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**SECTION 17.** The City represents as follows:

(a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

**SECTION 18.** The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the City Bond and the Bank Bonds. In accordance therewith, the City shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Governing Body of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the City Bond is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bank Bonds and the City Bond, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bank Bonds and the City Bond and (C) any other information required to comply with Section 148 of the Code.

(b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the City Bond and/or the Bank Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

**SECTION 19.** The City Bond shall be sold to the Purchaser based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Purchaser of the Bank Bonds. The Bank Bonds are being sold by a negotiated sale to Regions Capital Advantage, Inc., Ridgeland, Mississippi or a subsidiary thereof

**SECTION 20.** The Bank Bonds are being sold to a purchaser without a view for distributing said Bank Bonds. The Purchaser of said Bank Bonds shall be required to execute a certification at closing to the effect that the Bank Bonds are being purchased for the account of the Purchaser of the Bank Bonds without the intent to distribute. Based on the foregoing, the Bank Bonds will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

**SECTION 21.** The City may issue Additional Bonds in one or more series pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the Trustee an opinion of Bond Counsel that the exclusion

from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds.

Refunding bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the City Bond and Additional Bonds, upon compliance with the provisions above.

It is intended that this Section 21 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds and refunding Bank Bonds as provided in Article II of the Indenture.

**SECTION 22.** (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

**SECTION 23.** The Mayor, the City Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond.

**SECTION 24.** The City hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor or Clerk and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the attached Indenture.

**SECTION 25.** The City Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto. Regions Capital Advantage, Inc., Ridgeland, Mississippi or a subsidiary thereof shall purchase the Bank Bonds pursuant to the terms provided in the Term Sheet attached hereto and the City hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the Mayor of the following: (1) compliance of the City with the provisions of Act regarding the issuance of its City Bond; (2) Bank Bonds in an amount not to exceed \$5,500,000; (3) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (4) maturity schedule

for Bank Bonds of not to exceed 20 years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

**SECTION 26.** The Governing Body hereby approves the form of and execution of the City Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute the City Bond Purchase Agreement on behalf of said Governing Body. All provisions of the City Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said City Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT B** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 27.** Pursuant to a solicitation conducted by its Municipal Advisor, the Governing Body's request for term sheets resulted in the attached term sheet heretofore as **EXHIBIT C**. The Governing Body hereby approves the execution of the Term Sheet of Regions Capital Advantage, Inc. and/or its subsidiary and hereby authorizes the Mayor to execute the Term Sheet of on behalf of said Governing Body. All provisions of the Term Sheet when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, as provided in **EXHIBIT C** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 28.** The Mayor is hereby given the authority to designate the trustee under the Indenture (the "Trustee"), providing for the issuance of the Bank Bonds, such designation and approval to be evidenced by the execution of closing documents and certificates by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

**SECTION 29.** The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds.

**SECTION 30.** Upon receiving the recommendation of the Municipal Advisor, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank for the sale of the Bank Bonds and the execution of the Term Sheet by the Mayor, acting for and on behalf of the City.

**SECTION 31.** Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi.

**SECTION 32.** The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Term Sheet in connection with the Bank Bonds.

**SECTION 33.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

[Remainder Intentionally Left Blank]



The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_ and was adopted by the following roll call vote, to wit:

<u>COUNCILPERSON</u>	<u>YEA</u>	<u>NAY</u>
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 12th day of October 2021.

**APPROVED BY:**

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

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

**ATTEST:**

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

**(SEAL)**

**EXHIBIT A**  
**FORM OF THE INDENTURE**

**EXHIBIT B**  
**FORM OF CITY BOND PURCHASE AGREEMENT**

**EXHIBIT C**  
**TERM SHEET**

3.	<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.
4.	<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.
5.	<b>Schedule (beginning date)</b>	Upon execution of agreement, the funds will be transferred to the City of Jackson.
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>	Ward 7  Yes
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>	Department of Human and Cultural Services
8.	<b>COST</b>	Not to exceed \$5,500,000.00
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Bond
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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** September 29, 2021 .

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
<b>1.</b>	<b>Brief Description</b>	RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2021B (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) TO (I) RAISE FUNDS FOR ERECTIG SAID MUICIPAL BUILDINGS INCLUDING CONSTRUCTION, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE ALL PURSUANT TO SECTIONS 22-33-301 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 ISSUANCE FOR THE CITY BOND AND THE BANK BODNS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$5,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2021B (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS.
<b>2.</b>	<b>Public Policy Initiative</b> 1. <b>Youth &amp; Education</b> 2. <b>Crime Prevention</b> 3. <b>Changes in City Government</b> 4. <b>Neighborhood Enhancement</b> 5. <b>Economic Development</b> 6. <b>Infrastructure and Transportation</b> 7. <b>Quality of Life</b>	1, 5, 7

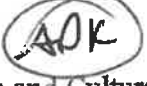
Department of Human & Cultural Services



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 29, 2021

**Subject:** Resolution Authorizing the Issuance of General Obligation Bonds for Planetarium

Attached you will find the resolution authorizing the City of Jackson to issue general obligation bonds 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

RECEIVED  
10/5/21  
CITY ATTORNEY

This RESOLUTION (1) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2021B (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) TO (I) RAISE FUNDS FOR ERECTING SAID MUNICIPAL BUILDINGS INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE ALL PURSUANT TO SECTIONS 21-33-301 ET. SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTION 31-21-1 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 ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$5,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2021B (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Kristen Love, Deputy City Attorney KL

10/6/21  
\_\_\_\_\_  
DATE



**INDENTURE OF TRUST**

**BY AND BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**REGIONS BANK,  
AS TRUSTEE**

**DATED AS OF \_\_\_\_\_, 2021**

**RE:**

**MISSISSIPPI DEVELOPMENT BANK  
SPECIAL OBLIGATION BONDS, SERIES 2021B  
(JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM  
IMPROVEMENT BOND PROJECT)**

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EXHIBIT A – FORM OF CITY BOND

## INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of \_\_\_\_\_, 2021, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "Bank Act") and **REGIONS BANK**, a state banking corporation duly organized and existing under the laws of the State of Alabama and duly authorized to accept and execute trusts of the character herein with a corporate trust office in Baton Rouge, Louisiana, as Trustee (the "Trustee").

### **WITNESSETH:**

**WHEREAS**, the Bank is authorized and empowered by the provisions of the Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

**WHEREAS**, the execution and delivery of this Indenture of Trust (this "Indenture") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

**NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:**

### GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

### GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

## GRANTING CLAUSE SECOND

The City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all the earnings thereon and all proceeds thereof.

## GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

**TO HAVE AND TO HOLD** all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

**IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

**PROVIDED HOWEVER**, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

**THIS INDENTURE OF TRUST FURTHER WITNESSETH**, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

## ARTICLE I

### DEFINITIONS AND RULES OF INTERPRETATION

**SECTION 1.01 Definitions.** The following words and phrases shall have the following meanings unless the context otherwise requires:

**"Accounts"** means the accounts created pursuant to Article VI hereof.

**"Act"** means together the Bank Act and the City Bond Act.

**"Additional Payments"** means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2021B Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Issuer and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Issuer against the City or any other person which may be obligated to the Trustee and/or Issuer by virtue of the City Bond, the City Bond Resolution, the other Bond Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

**"Authorized Officer"** means the President, Vice President, or Executive Director or Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.



**"Bank"** means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

**"Bank Act"** means the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.*, as amended from time to time.

**"Bankruptcy Code"** means the 11 U.S.C. Sections 101 *et seq.*, as amended or supplemented from time to time.

**"Beneficial Owner"** means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

**"Bond Counsel"** means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

**"Bond Issuance Expense Account"** means the account by that name created by Section 6.02 hereof.

**"Bond Register"** means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

**"Bondholder" or "holder of Bonds" or "owner of Bonds"** or any similar term means the Registered Owner of any Bond.

**"Bonds"** means the Series 2021B Bonds and any Refunding Bonds.

**"Business Day"** means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

**"City"** shall mean the City of Jackson, Mississippi, a "local governmental unit" under the Bank Act.

**"City Bond"** means the \$ \_\_\_\_\_ General Obligation Bond, Series 2021B, of the City.

**"City Bond Act"** means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq.*, as amended from time to time.

**"City Bond Interest Payment"** means that portion of a City Bond Payment which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

**"City Bond Payment"** means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

**"City Bond Principal Payment"** means that portion of a City Bond Payment which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

**"City Bond Purchase Agreement"** means that certain City Bond Purchase Agreement, dated \_\_\_\_\_, 2021, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

**"City Bond Resolution"** means that certain Bond Resolution adopted by the City on October 12, 2021, in connection with the issuance of the City Bond.

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2021B Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

**"Construction Project"** means 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.

**"Costs of Issuance"** shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

**"Counsel"** means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

**"DTC"** means The Depository Trust Company.

**"DTC participants"** shall have the meaning ascribed thereto in Section 2.07 herein.

**"Default"** means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

**"Event of Default"** means any occurrence or event specified in Section 10.01 hereof.

**"Fees and Charges"** means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

**"Fiscal Year"** means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other as may be established by the Bank.

**"Funds"** means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

**"General Account"** means the account by that name created by Section 6.02 hereof.

**"General Fund"** means the fund by that name created by Section 6.02 hereof.

**"Governmental Obligations"** means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

**"Indenture"** means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

**"Interest Payment Date"** means any date on which interest is payable on the Bonds, and for the Series 2021B Bonds, March 1 and September 1, commencing March 1, 2022.

**"Investment Securities"** means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

**"Local Governmental Unit"** means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

**"Moody's"** shall mean Moody's Investors Service.

**"Notice Address"** means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser:

**Bank:** Mississippi Development Bank  
735 Riverside Drive, Suite 300  
Jackson, MS 39202  
Attention: Executive Director

**Trustee:** Regions Bank  
400 Convention Street, 9<sup>th</sup> Floor  
Baton Rouge, LA 70802  
Attention: \_\_\_\_\_

**Original Purchaser:** Regions Capital Advantage, Inc.  
1020 Highland Colony Parkway  
Ridgeland, MS 39157  
Attention: \_\_\_\_\_

**"Opinion of Bond Counsel"** means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

**"Opinion of Counsel"** means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

**"Original Purchaser"** means Regions Capital Advantage, Inc., Ridgeland, Mississippi.

**"Outstanding" or "Bonds Outstanding"** means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

**"Paying Agent"** means Regions Bank, a state banking corporation, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5.11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.11 (b) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

**"Principal Office"** means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

**"Principal Payment Date"** means the maturity date or the mandatory sinking fund redemption date of any Bond.

**"Program"** means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

**"Program Expenses"** means all of the fees and expenses of the Trustee relating to the Bonds or City Bond, any expenses for preparing Positive Cash Flow Certificates under Section 5.11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

**"Purchase Account"** means the account by that name created by Section 6.02 hereof.

**"Rebate Fund"** means the fund by that name created by Section 6.02 hereof.

**"Record Date"** means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

**"Redemption Account"** means the account by that name created by Section 6.02 hereof.

**"Redemption Price"** means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

**"Refunding Bonds"** means Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

**"Registered Owner"** means the person or persons in whose name any Bond shall be registered on the Bond Register.

**"Related Documents"** shall mean this Indenture and the City Bond Resolution.

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any Additional Payments paid to the Trustee under the City Bond Resolution.

**"S&P"** means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"Secretary"** means the Secretary or the Assistant Secretary of the Bank.

**"Series 2021B Bonds"** means \$\_\_\_\_\_ Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) issued pursuant to Section 2.01 of this Indenture.

**"State"** means the State of Mississippi.

**"Supplemental Indenture"** means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

**"Trustee"** means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be Regions Bank, Baton Rouge, Louisiana.

**"Trust Estate"** means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

**SECTION 1.02 Rules of Interpretation.** For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

**SECTION 2.01 Authorization and Issuance of Series 2021B Bonds.** Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2021B Bonds that may be issued, authenticated and Outstanding hereunder is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2021B Bonds issued pursuant to this Indenture. The Series 2021B Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2021B Bonds and the Series 2021B Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2021B Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2021B Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2021B Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2021B Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2021B Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2021B Bonds, are fully met and discharged. All Series 2021B Bonds shall mature on or before September 1, 2036.

### **SECTION 2.02 Purpose and Disposition of Series 2021B Bonds.**

The purpose for issuing the Series 2021B Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the City Bond to provide funds for the Construction Project and to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2021B Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2021B Bonds in the amount of \$ \_\_\_\_\_ .00 for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of \$ \_\_\_\_\_ to pay Costs of Issuance; and (ii) into the Purchase Account, \$ \_\_\_\_\_ of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

**SECTION 2.03 General Description of the Series 2021B Bonds.** The Series 2021B Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2021B Bonds shall be numbered from 1 upward, as applicable.

[Each Series 2021B Bond shall carry an original date of \_\_\_\_\_, 2021 and shall carry the date on which it is authenticated. If a Series 2021B Bond is authenticated on or prior to March 1, 2022, it shall bear interest from \_\_\_\_\_, 2021. Each Series 2021B Bond authenticated after March 1, 2022 shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2021B Bond unless such Series 2021B Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2021B Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2021B Bonds shall be payable on March 1 and September 1 of each year, commencing March 1, 2022, until the Series 2021B Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.]

The Series 2021B Bonds shall mature on September 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT*1</u>	<u>INTEREST RATE</u>
2023	\$325,000	
2024	330,000	
2025	335,000	
2026	340,000	
2027	350,000	
2028	355,000	
2029	360,000	
2030	365,000	
2031	375,000	
2032	380,000	
2033	385,000	
2034	395,000	
2035	400,000	
2036	405,000	

**SECTION 2.04 Provisions for Issuance of Bonds.** The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

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1 \*Preliminary and subject to change.



(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Bonds, certified by an Authorized Officer;

(d) [Reserved];

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(f) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

**SECTION 2.05      RESERVED.**

**SECTION 2.06      Form of Bonds.** The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[The remainder of this page left intentionally blank.]

(FORM OF SERIES 2021B BOND)

(Front of Bond)

UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
MISSISSIPPI DEVELOPMENT BANK  
SPECIAL OBLIGATION BOND, SERIES 2021B  
(JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM  
IMPROVEMENT BOND PROJECT)

NO. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
%		_____, 2021	_____, 2021	None

Registered Owner: \_\_\_\_\_

Principal Amount: DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2021B Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2021 Bond (unless this Series 2021 Bond is authenticated on or before March 1, 2022, then from \_\_\_\_\_, or unless this Series 2021 Bond is authenticated after March 1, 2022 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2021B Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each March 1 and September 1, commencing March 1, 2022, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2021 Bond is payable at the principal corporate trust office of Regions Bank, as trustee (the "Trustee"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of

Series 2021B Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2021 Bond and the other Series 2021B Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2021 Bond and the other Series 2021B Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2021B Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2021B Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2021B Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2021B Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2021B Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2021B Bonds, are fully met and discharged.

This Series 2021 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Bond Project) ("Series 2021B Bonds") issued under and secured by an Indenture of Trust dated as of \_\_\_\_\_, 2021 ("Indenture"), duly executed and delivered by the Bank to Regions Bank, as Trustee ("Trustee"). The Series 2021B Bonds are limited in aggregate principal amount to \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_). The Series 2021B Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), to provide funds to purchase the City Bond to provide funds for the Construction Project (as hereinafter defined) and to pay costs of issuing the Series 2021B Bonds and the City Bond. The City is Jackson, Mississippi and the City Bond is the City of Jackson, Mississippi General

Obligation Planetarium Improvement Bond, Series 2021B in the aggregate principal amount of \$\_\_\_\_\_. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and City Council of the City on October 12, 2021 (the "City Bond Resolution"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (i) 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 (ii) for other authorized purposes under the Act (the "Construction Project"), and (iii) paying the costs of issuance for the Series 2021B Bonds and the City Bond.

The City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; 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 established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2021B Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "Bonds"). To secure payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties

and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2021B Bonds are issued and the terms and conditions upon which the Series 2021B Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2021B Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2021B Bond. This Series 2021B Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2021B Bond or Series 2021B Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2021B Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2021B Bonds may be exchanged for a like aggregate principal amount of Series 2021B Bonds of the same maturity of authorized denominations.

The Series 2021B Bonds maturing on or after September 1, 2029 are subject to optional on any date on or after March 1, 2028. In the event any of the Series 2021B Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than \_\_\_\_ ( ) days nor more than \_\_\_\_ ( ) days prior to the date fixed for redemption to the Registered Owner of the Series 2021B Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2021B Bonds.

The Registered Owner of this Series 2021 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021B Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank

to exist, happen and be performed prior to the issuance of this Series 2021B Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2021B Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2021B Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2021B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

**IN WITNESS WHEREOF**, the Mississippi Development Bank has caused this Series 2021B Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

**MISSISSIPPI DEVELOPMENT BANK**

**By:** \_\_\_\_\_  
**Executive Director**

**ATTEST:**

**By:** \_\_\_\_\_  
**Secretary**

**(SEAL)**

**[FORM OF CERTIFICATE OF AUTHENTICATION]**

**CERTIFICATE OF AUTHENTICATION**

This Series 2021B Bond is one of the Series 2021B Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

**REGIONS BANK,**  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: \_\_\_\_\_, 2021

**[FORM OF VALIDATION CERTIFICATE]**

**VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2021B Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the \_\_\_ day of \_\_\_ 2021.

\_\_\_\_\_  
Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

\_\_\_\_\_  
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2021B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within Series 2021B Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2021B Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: \_\_\_\_\_  
Authorized Officer

[END OF SERIES 2021B BOND FORM]



**SECTION 2.07 [RESERVED]**

**ARTICLE III**

**GENERAL TERMS AND PROVISIONS OF BONDS**

**SECTION 3.01 Medium, Form and Place of Payment.** The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

**SECTION 3.02 Legends.** The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

**SECTION 3.03 Execution.** The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

**SECTION 3.04 Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

**CERTIFICATE OF AUTHENTICATION**

This Series 2021B Bond is one of the Series 2021B Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

**REGIONS BANK,**  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

**SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

**SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.** The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall

constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

**SECTION 3.07 Destruction of Bonds.** Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

**SECTION 3.08 Nonpresentment of Bonds.** In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

**SECTION 3.09 Other Obligations Payable from Revenues.** The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

**SECTION 3.10 Temporary Bonds.** Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

**SECTION 3.11 Limitations on Obligations of Bank.** The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or

interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

**SECTION 3.12 Immunity of Officers and Directors.** No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

## ARTICLE IV

### REDEMPTION OF BONDS PRIOR TO MATURITY

#### SECTION 4.01 Redemption.

(a) The Series 2021B Bonds maturing on or after September 1, 2029 are subject to optional on any date on or after March 1, 2028. In the event any of the Series 2021B Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than \_\_\_\_ (\_\_) days nor more than \_\_\_\_ (\_\_) days prior to the date fixed for redemption to the Registered Owner of the Series 2021B Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2021B Bonds.

(b) If the City directs the Bank to redeem the Series 2021B Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2021B Bonds. The Series 2021B Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after September 1, \_\_\_\_\_ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after September 1, \_\_\_\_\_ at par, plus accrued interest to the date of redemption thereof. Under the

Indenture, selection of Series 2021B Bonds to be redeemed within a maturity will be made by lot by the Trustee.

## ARTICLE V

### GENERAL COVENANTS

**SECTION 5.01 Payment of Principal and Interest.** The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

**SECTION 5.02 Performance of Covenants; Bank.** The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

**SECTION 5.03 Instruments of Further Assurance.** The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

**SECTION 5.04 [RESERVED].**

**SECTION 5.05 Covenants Concerning Program.**

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably

necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

**SECTION 5.06 Possession and Inspection of City Bond.** The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

**SECTION 5.07 Accounts and Reports.** The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending \_\_\_\_\_, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

**SECTION 5.08 Bank Covenants with Respect to City Bond.**

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, unless the Bank provides the

Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

- (4) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

**SECTION 5.09 [RESERVED]**

**SECTION 5.10 Monitoring Investments.** The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

**SECTION 5.11 Positive Cash Flow Certificates.**

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

(a) the Revenues expected to be received on the City Bond financed or expected to be financed with proceeds of Outstanding Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund);

(d) [Reserved];

(e) the principal and interest due on all Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide



for Costs of Issuance for the Bonds. The amount of the existing City Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the City Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

**SECTION 5.12** [RESERVED]

**SECTION 5.13** [RESERVED]

**SECTION 5.14** **Covenants Concerning Preservation of Tax Exemption.** The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2021B Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2021B Bonds from gross income of the holders thereof for federal income tax purposes.

## ARTICLE VI

### REVENUES AND FUNDS

**SECTION 6.01** **Source of Payment of Bonds.** The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

**SECTION 6.02** **Creation of Funds.** There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

**SECTION 6.03** **Deposit of Net Proceeds of Bonds.**

(1) The Trustee shall deposit the proceeds from the sale of the Series 2021B Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

**SECTION 6.04 Deposit of Revenues and Other Receipts.** Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

**SECTION 6.05 Operation of General Account.** The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2021B Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2021B Bonds, the amounts, if any, to be transferred to the Rebate Fund; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2021B Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

**SECTION 6.06 Operation of the Redemption Account.** The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2021B Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2021B Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

**SECTION 6.07 Operation of the Purchase Account.** The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all

requirements with respect to such financing set forth in this Indenture have been or will be complied with. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2021B Bonds.

**SECTION 6.08** [RESERVED]

**SECTION 6.09** [RESERVED]

**SECTION 6.10** **Operation of Bond Issuance Expense Account.** The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2021B Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2021B Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

**SECTION 6.11** **Operation of the Rebate Fund.**

(1) The Trustee is authorized to establish and maintain, so long as any Series 2021B Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2021B Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2021B Bonds.

(2) If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2021B Bonds are no longer Outstanding.

(3) Not later than sixty (60) days after \_\_\_\_\_ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(2), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2021B Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2021B Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

**SECTION 6.12 Moneys to be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

**SECTION 6.13 Amounts Remaining in Funds or Accounts.** Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

**SECTION 6.14 Certain Verifications.** The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2021B Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2021B Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

## ARTICLE VII

### PURCHASE OF CITY BOND

**SECTION 7.01 Terms and Conditions of Purchase.** The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

**SECTION 7.02 Purchases.** The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) a certificate from the City stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirement of Section 148 of the Code and will comply with such provisions, or (iii) if the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

**SECTION 7.03 Retention and Inspection of Documents.** All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

**SECTION 7.04 Report.** The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

## ARTICLE VIII

### INVESTMENT OF MONEYS

#### SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2021B Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held

in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2021B Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2021B Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021B Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2021B Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2021B Bonds from time to time Outstanding that, so long as any of the Series 2021B Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2021B Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021B Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2021B Bonds to become subject to federal income taxation.

**SECTION 8.02 Arbitrage Restrictions; Series 2021B Bonds to Remain Tax Exempt.**

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts of the Series 2021B Bonds which shall govern the investment of the Funds and Accounts of the Series 2021B Bonds and the application of Section 6.11 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2021B Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2021B Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2021B Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2021B Bonds.

**SECTION 8.03 Valuation of Investments.** For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that

any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

## ARTICLE IX

### DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the



preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2021B Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2021B Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the

provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

## ARTICLE X

### DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

**SECTION 10.01 Defaults; Events of Default.** If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

- (i) Default in the due and punctual payment of any interest or principal on the City Bond; or
- (j) [Reserved]; or
- (k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or
- (l) There is an event of default under the City Bond Resolution.

**SECTION 10.02 Remedies: Rights of Bondholders.** Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

- (a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.
- (b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.
- (c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or

in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

**SECTION 10.03 Rights of Bondholders to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

**SECTION 10.04 Appointment of Receivers.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

**SECTION 10.05 Application of Moneys.** All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

**FIRST** - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

**SECOND** - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

**THIRD** - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

**SECTION 10.06 Remedies Vested in the Trustee.** All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial

or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

**SECTION 10.07 Rights and Remedies of Bondholders.** No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

**SECTION 10.08 Termination of Proceedings.** In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

**SECTION 10.09 Waivers of Events of Default.** The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the

payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

**SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.** Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

## **ARTICLE XI**

### **TRUSTEE**

**SECTION 11.01 Acceptance of the Trusts.** The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.



(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

**SECTION 11.02 Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

**SECTION 11.03 Intervention by the Trustee.** In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

**SECTION 11.04 Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

**SECTION 11.05 Resignation by the Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

**SECTION 11.06 Removal of the Trustee.** The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the

Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

**SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.** In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

**SECTION 11.08 Concerning Any Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

**SECTION 11.09 Indemnification.** The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages,

costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2021B Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

**SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

## ARTICLE XII

### SUPPLEMENTAL INDENTURES

**SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders.** The Bank and the Trustee may, without the consent of, or notice to, any of the

Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

**SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.** Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

### **ARTICLE XIII**

**[RESERVED]**

### **ARTICLE XIV**

**[RESERVED]**

### **ARTICLE XV**

### **MISCELLANEOUS**

**SECTION 15.01 Consents, Etc., of Bondholders.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

**SECTION 15.02 Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

**SECTION 15.03 Severability.** If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**SECTION 15.04 Notices.** Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 15.05 Trustee as Paying Agent and Registrar.** The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

**SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

**SECTION 15.07 Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 15.08 Receipt of Money or Revenues by Trustee.** The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

**SECTION 15.09**      **Applicable Provisions of Law.** This Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page left intentionally blank.]



**IN WITNESS WHEREOF**, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT BANK**

**By:** \_\_\_\_\_  
**Executive Director**

**(SEAL)**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and Regions Bank, as Trustee, dated \_\_\_\_\_, 2021.**

**REGIONS BANK,  
as Trustee**

**By:** \_\_\_\_\_,  
\_\_\_\_\_, **Trust Officer**

**Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and Regions Bank, as Trustee, dated \_\_\_\_\_, 2021.**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said County, personally appeared E. F. Mitcham, Jr. and Larry W. Mobley to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

\_\_\_\_\_

**(SEAL)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that she is the Trust Officer, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)

**EXHIBIT A**  
**FORM OF CITY BOND**

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO REGIONS BANK, BATON ROUGE, LOUISIANA, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED \_\_\_\_\_, 2021, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
HINDS COUNTY  
CITY OF JACKSON  
GENERAL OBLIGATION BOND  
SERIES 2021B

NO. 1 \$ \_\_\_\_\_

Rate of Interest

Maturity

Dated Date

%

\_\_\_\_\_, 2021

**Registered Owner:**

**Principal Amount:**

**DOLLARS**

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Regions Bank, Baton Rouge, Louisiana, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2021B, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Regions Bank, Baton Rouge, Louisiana, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted October 12, 2021 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of \_\_\_\_\_ Million Dollars (\$ \_\_\_\_\_) to raise money for the purpose of providing funds for 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 Mississippi Code Ann. §31-25-1 *et seq.*, as amended and/or supplemented from time to time and Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, and (ii) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$ \_\_\_\_\_ Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Regions Bank, Baton Rouge, Louisiana, as trustee (the "Trustee"), dated \_\_\_\_\_, 2021 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is and will continue to be 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 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City,

when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.



**IN WITNESS WHEREOF**, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the \_\_\_ day of \_\_\_\_, 2021.

**CITY OF JACKSON, MISSISSIPPI**

**BY:** \_\_\_\_\_  
Mayor

**COUNTERSIGNED:**

\_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2021, of the City of Jackson, Mississippi.

**REGIONS BANK,**  
as Transfer Agent

**BY:** \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_, 2021

**REGISTRATION AND VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS  
CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the \_\_\_ day of \_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

(SEAL)

## CITY BOND PURCHASE AGREEMENT

**THIS CITY BOND PURCHASE AGREEMENT** (this "Agreement") is dated the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a local governmental unit under the Act.

### **WITNESSETH:**

**WHEREAS**, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

**WHEREAS**, the City has duly authorized the issuance of its general obligation bond designated the City of Jackson, Mississippi General Obligation Bond, Series 2021B in the form of one fully registered bond, in the principal amount of \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_) (the "City Bond") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act") and the Bank Act; and

**WHEREAS**, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture"), dated \_\_\_\_\_, 2021, by and between the Bank and Regions Bank, Baton Rouge, Louisiana, a state banking corporation (the "Trustee"), authorizing the issuance of its \$\_\_\_\_\_ Mississippi Development Bank Special Obligation Bonds, Series 2021B (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Bank Bonds"), the proceeds of which will be used to purchase the City Bond.

**NOW, THEREFORE**, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the price of \$\_\_\_\_\_ and less \$\_\_\_\_\_ for deposit to the Costs of Issuance Account (as defined in the Indenture); which equals the balance of \$\_\_\_\_\_ to be deposited on behalf of the City into the 2021B Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "City Bond Resolution"), adopted by the City Council of the City on October 12, 2021. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the City Bond.

3. To the extent the City Bond is subject to the rebate requirement as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Rebate Requirement"), the City agrees to pay the Bank for prompt payment to or to provide evidence to the Bank of payment to the United States of the Rebate Requirement determined by the City to result from the investment of moneys held by the City that constitute gross proceeds of the Bank Bonds. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of Regions Bank, Baton Rouge, Louisiana, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

5. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bank Bonds and the City's and the Bank's obligation to rebate excess earnings according to the Rebate Requirement.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not deliver said Bank Bonds and receive payment therefor on or before \_\_\_\_\_, 2021, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the

same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

[the remainder of this page left blank intentionally]

**IN WITNESS WHEREOF**, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

**MISSISSIPPI DEVELOPMENT BANK**

**(SEAL)**

**By:** \_\_\_\_\_  
**Executive Director**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**CITY OF JACKSON, MISSISSIPPI**

**(SEAL)**

**By:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Signature Page to City Bond Purchase Agreement, dated \_\_\_\_\_, 2021, by and between Mississippi Development Bank and the City of Jackson, Mississippi.

## REGIONS CAPITAL ADVANTAGE, INC.

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August 17, 2021

Chokwe Lumumba, Mayor  
City of Jackson, MS  
219 S President St,  
Jackson, MS 39201

**Reference:** Up to \$5,500,000 Non-Bank Qualified Term Loan

Dear Mr. Lumumba:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of Jackson, Mississippi (the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

**Borrower:** City of Jackson, Mississippi

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**Lender:** Regions Capital Advantage, Inc.

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**Role of Lender:** The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

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**Privately Negotiated Loan:** The Borrower acknowledges and agrees that the Lender is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

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Steven Dowe  
1020 Highland Colony Parkway  
Phone: 601-790-8165 Fax: 601-607-7847 Cell: 601-955-8822

## REGIONS CAPITAL ADVANTAGE, INC.

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<b>Guarantor:</b>	None
<b>Purpose:</b>	The proceeds of the Loan will be used to provide funds for improvements to the Borrower's Russell C. Davis Planetarium. (collectively, the "Project").
<b>Loan Amount:</b>	Up to \$5,500,000.
<b>Structure:</b>	Non-Bank Qualified Tax-Exempt General Obligation Term Loan evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument").
<b>Interest Rate:</b>	<p>The Loan is a Tax-Exempt, Non-Bank Qualified Loan.</p> <p>The Loan will bear interest at a fixed rate per annum for 15 years equivalent to 79% of the prevailing ten (10) year US Treasury (1.00% as of August 16<sup>th</sup>, 2021), appearing as the most recent closing price of said Index Rate on the US Department of the Treasury website (<a href="https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield">https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield</a>) plus eighty three (83) basis points. The indicative rate as of August 16<sup>th</sup>, 2021 is 1.83%. This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual initial fixed rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed.</p>
<b>Default Rate:</b>	The interest rate otherwise applicable to the Debt Instrument plus 5%.
<b>Repayment:</b>	Interest will be payable semi-annually (calculated on the basis of a 30-day month and a 360-day year) on each March 1st and September 1st, commencing March 1 <sup>st</sup> , 2022. Annual principal payments will be payable each September 1st, commencing September 1st, 2022. All payments are due on the same calendar day of the month.
<b>Maturity Date:</b>	September 1 <sup>st</sup> 2036. Maturity Date must fall on a payment due date.
<b>Prepayment:</b>	The Series 2021 Bonds (or any portions thereof in integral multiples of \$1,000 or any integral multiple thereof) maturing on or after September 1 <sup>st</sup> , 2030 are subject to redemption, prior to their stated dates of maturity, in whole or in part, in the inverse order of scheduled maturities on or after September 1 <sup>st</sup> , 2029, at par, plus accrued interest to the date of redemption.
<b>Facility Fee:</b>	None



## REGIONS CAPITAL ADVANTAGE, INC.

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<b>Other Fees, Costs and Expenses:</b>	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, title insurance, appraisals, environmental due diligence, surveys, flood certifications and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Lender counsel fees are not to exceed <u>\$4,500</u> .
<b>Security:</b>	General obligation secured by the full faith and credit of the Borrower.
<b>Representations and Warranties:</b>	Usual and customary for this type of financing.
<b>Covenants:</b>	Usual and customary for this type of financing, including but not limited to the following: <ol style="list-style-type: none"><li>(1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:<ol style="list-style-type: none"><li>(i.) audited financial statements within 300 days after the end of the each of the Borrower's fiscal years.</li></ol></li></ol>
<b>Defaults:</b>	Usual and customary for this type of financing.
<b>Remedies:</b>	The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.
<b>Legal Opinions:</b>	As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:  an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Mississippi to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Mississippi.

## REGIONS CAPITAL ADVANTAGE, INC.

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**Transfer Provisions:** The Lender is making the Loan solely for its own account and with no present intention of distributing, transferring, or reselling the Bonds or any parts thereof. The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights in the Bonds and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion, except that no such transfer or assignment shall be made in violation of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

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**Disclaimer:** This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

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**US Patriot Act:** The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

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**Confidentiality:** The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

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**Governing Law:** State of Mississippi

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Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through September 15<sup>th</sup>, 2021. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

# REGIONS CAPITAL ADVANTAGE, INC.

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## EXHIBIT A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

### **ACCEPTANCE:**

Borrower does hereby agree to all provisions contained in Exhibit A.

Borrower Signature:

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

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

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

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

Office of the City Attorney

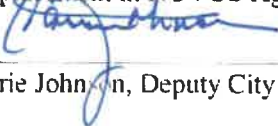
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
Carrie Johnson

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Deputy City Attorney

9/27/2021

Date

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS**

**WHEREAS**, the City of Jackson has a need for temporary staffing services for various City Departments; and

**WHEREAS**, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

**WHEREAS**, representatives from City Departments will notify the Department of Human Resources when they are in need of temporary staffing services; and

**WHEREAS**, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

**WHEREAS**, the request includes the requesting Department, classification title, duties, quote and schedule; and

**WHEREAS**, the Department of Human Resources selects the agency with the lowest quote; and

**WHEREAS**, Staffing Innovations Incorporation will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

**WHEREAS**, Staffing Innovations Incorporation has an office located at 407 Briarwood Drive, Ste. 207 B2, Jackson, Mississippi; and

**WHEREAS**, Staffing Innovations Incorporation submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

Clerical	\$13.50/hour
Receptionist	\$13.77/hour
General Labor	\$13.98/hour
Administrative Assistant	\$18.00/hour
File Clerk	\$12.89/hour

**WHEREAS**, Staffing Innovations Incorporation will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

Agenda Item #38  
Agenda Date: October 12, 2021  
(WRIGHT, LUMUMBA)

**WHEREAS**, the term of the contract will be one (1) year from the date of execution of the agreement; and

**WHEREAS**, **Staffing Innovations Incorporation** will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits **Staffing Innovations Incorporation** offers to them; and

**WHEREAS**, **Staffing Innovations Incorporation** will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

**WHEREAS**, **Staffing Innovations Incorporation** will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

**WHEREAS**, **Staffing Innovations Incorporation** will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

**WHEREAS**, **Staffing Innovations Incorporation** will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce **Staffing Innovations Incorporation** employment policies related to the assigned employees conduct at the worksite; and

**WHEREAS**, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

**WHEREAS**, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without **Staffing Innovations Incorporation** *express prior written approval* or as strictly required by the job description provided to **Staffing Innovations Incorporation**; and

**WHEREAS**, the City will not change the assigned employees job duties without **Staffing Innovations Incorporation** *express prior written approval*; and

**WHEREAS**, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

**WHEREAS**, the City and **Staffing Innovations Incorporation** agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

**WHEREAS**, knowledge, possession or use of the City's information will not be imputed to **Staffing Innovations Incorporation** as a result of an assigned employee having access to the information; and

**WHEREAS**, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

**WHEREAS**, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

**WHEREAS**, **Staffing Innovations Incorporation** will provide proof of liability and workers compensation coverage upon request of the City.

**IT IS, HEREBY ORDERED** that the Mayor be authorized to execute a contract with **Staffing Innovations Incorporation** for the purposes stated in this Order.

**IT IS, FURTHER ORDERED** that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

**IT IS, FURTHER ORDERED** that payment for the services provided *after* the contract has been executed may be made to **Staffing Innovations Incorporation**.

## STAFFING INNOVATIONS INCORPORATION CUSTOMER SERVICE CONTRACT

Agreement, dated \_\_\_\_\_

Identification purposes only, is entered into

By and Between STAFFING INNOVATIONS  
INCORPORATION

A division of STAFFING INNOVATIONS  
INCORPORATION

Here in after referred to as "STAFFING  
INNOVATIONS INCORPORATION" or "We",  
And City of Jackson-

Here in after referred to as "You"  
or "Customer."

1. **Term-** This agreement, which supersedes all prior agreements between the parties on this subject, shall take effect upon execution and continue for one year, subject to the right of either party to terminate at any time by the giving of thirty (30) days prior written notice, by registered or certified mail, return receipt. In the event of default by one party, the other party may immediately terminate.

### 2. **Personnel**

(a) As specified by you in writing from time to time, we shall furnish available temporary personnel who shall be qualified to perform the duties customarily required in the job classifications and at the Customer locations listed in the attached Exhibit A, which is incorporated herein by reference.

(b) You may direct us to replace any of our personnel assigned to you; in which event we will endeavor to promptly replace that person with another. If you notify us within the first four (4) hours of assignment that the person is unsatisfactory, we will not charge you for those initial hours. If City of Jackson-Court Administrative Offices cancels an order less than two (2) hours prior to the start of a shift, Staffing Innovations Incorporation will bill City of Jackson- . Minimum of four (4) hours.

(c) You shall have the right to direct our personnel in the manner and method of performing their work. You agree that we shall not be responsible for failure to perform due to acts of God or government, strikes, civil disturbances, or any other causes beyond our control.

(d) We shall have the sole right to hire and discharge our personnel and we agree to pay when due all salaries and wages of employees, and all

for payroll taxes and insurance, whether local, state or federal, including contributions or taxes assessed against our employees.

3. **Compensation-** You agree to pay Staffing Innovations Incorporation at the rates set forth in the Exhibit referred to in paragraph 2(a). Invoices will be sent to you on a weekly basis and you agree to pay in accordance with the terms thereof.

4. **Liability-** We agree to hold you and your employees harmless from and against any and all claims, liability and expenses, arising out of STAFFING INNOVATIONS INC.'S legal responsibility under the law for workers' compensation and payroll withholdings. We also agree to comply with all federal and state labor laws, regulations and orders, including such as relate to the payment of minimum wages and overtime, and non-discrimination in employment. If you allow any of our employees to drive your vehicles, including cargo, and any other claims which may arise from any accident, except for workers' compensation. You (the customer) will provide all necessary insurance on your vehicle, which shall be primary in the event of any claim arising when our employee is operating your vehicle.

5. **Insurance-** We agree to maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of all STAFFING INNOVATIONS INCORPORATION personnel provided hereunder, comprehensive general liability including nurses' malpractice, and employee fidelity bond insurance. We also agree to furnish you, upon request, with a certificate of insurance providing the above coverage in the following amounts:

Bodily Injury... \$1,000,000 each person accident or occurrence.

Property Damage... \$1,000,000 each accident or occurrence.

Fidelity Bond... \$500,000 commercial blanket We will endeavor to give certificate holders ten (10) days prior written notice of cancellation of any coverage.

6. **Safety-** You agree to provide a suitable place for our employees to perform their services, which shall comply with all applicable statutes and ordinances relating to health and safety, and shall be similar to the places of work provided for your own employees performing similar or related work. If an



STAFFING INNOVATIONS INCORPORATION employee is injured during the assignment, you agree to promptly notify the STAFFING INNOVATIONS INCORPORATION office.

7. **Settlement Payment-** You recognize that STAFFING INNOVATIONS INCORPORATION has expenses in maintaining a temporary staff (advertising, recruiting, testing, checking of licenses, references and health status if applicable etc.) and that if you transfer one of STAFFING INNOVATIONS INCORPORATION employees to your payroll, before a ten (8) week period at forty (40) hours per week or three hundred twenty (320) hours whichever comes first, a settlement payment is in order. Details regarding a cash settlement or term arrangement are available from STAFFING INNOVATIONS INCORPORATION office.

8. **Overtime-** Time and one-half will be charged and paid for all work performed by STAFFING INNOVATIONS INCORPORATION employees over 40 hours per week and additionally as required by law.

9. **Vehicles-** You agree not to authorize STAFFING INNOVATIONS INCORPORATION employees to operate any vehicle or other mechanized instrumentality without STAFFING INNOVATIONS prior written consent. You realize that the insurance STAFFING INNOVATIONS furnishes does not cover physical damages to your vehicle whether owned or rented while being operated by STAFFING INNOVATIONS employee, nor for bodily injured or property damages including cargo, fire, theft, or collision claims resulting there from. You agree to provide all such insurance at your cost.

10. **Supervision and Control-** As you will Direct and control STAFFING INNOVATIONS employees, you will assume the responsibility for patient care while using Innovative Staffing Services.

11. **Security of Cash and Other Valuables-** You agree not to leave any cash negotiable instruments or other valuable items thereon unattended in the presence of any of STAFFING INNOVATIONS employees or entrust same to the care, custody and control of any of STAFFING INNOVATIONS employees without our prior written consent. You further agree not to advance any monies to STAFFING INNOVATIONS INC. employees without STAFFING INNOVATIONS prior written consent. We will not be responsible for claims made under our Fidelity Bond unless you report such claims to us in writing within ten (10) days of discovery, file a police complaint, and cooperate fully in the investigation and subsequent prosecution.

12. **Remedies-** Should STAFFING INNOVATIONS INCORPORATION file suit to collect any monies due or to become due hereunder, the prevailing party in such litigation will be entitled to reasonable attorney's fees and cost of collection. Reasonable attorney's fees will reflect actual time spent by counsel. Any legal work performed by corporate counsel shall be charged based on average hourly fee prevailing in law firms at the situs of the action for like quality and quantity of legal representation.

13. **Future Services-** These terms and conditions shall apply to all future order and extensions of this contract unless otherwise amended in writing and signed by both parties.

14. **Assignment-** Except with our prior written consent, you agree not to assign this Agreement, in whole or in part, by operation of law or otherwise.

15. **Entire Agreement-** This writing represents the entire agreement between the parties. No oral statement or representations shall change or otherwise affect any provision.

16. **Notice-** All notices under this Agreement to be given by either party shall, until notice of change is received, be addresses as follows

For Customer:

City of Jackson-

219 S. President Street

Jackson, MS 39201

For STAFFING INNOVATIONS  
INCORPORATION  
Attn: Legal Department  
407 Briarwood Drive S-207B2  
Jackson, MS 39206

17. **Signature**

Customer:

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

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

STAFFING INNOVATIONS INCORPORATION By: 

**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Toya Martin, Interim Director  
Department of Human Resources  
**DATE:** Tuesday, September 14, 2021  
**RE:** **Contract with Staffing Innovations Incorporation**

The Department of Human Resources is recommending that the City enter into a contract with Staffing Innovations Incorporation to provide temporary office employees when needed to address shortages in personnel resulting from terminations or leave.

The attached Order requests that the Council authorize an agreement with Staffing Innovations Incorporation. The hourly rates range from \$12.89 - \$18.00 per hour.

TM/bs

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

September 14, 2021

DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFING INNOVATIONS INCORPORATION TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS</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>	All City Departments; assigned employees					
4.	<b>Benefits</b>	To provide the City of Jackson with the need of temporary staffing.					
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					
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources					
8.	<b>COST</b>						
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund					
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 _____	



OFFICE OF THE CITY CLERK  
 JACSON CITY, MISSISSIPPI  
 [Signature]

**ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR THE PETE BROWN GOLF FACILITY AKA THE SONNY GUY GOLF COURSE BETWEEN JUNE 16, 2021 AND JUNE 27, 2021, AUTHORIZING PAYMENT FOR SAID SERVICES. (HARRIS, LUMUMBA)**

**WHEREAS**, on October 27, 2020, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between August 1, 2020 and October 15, 2020, for the Pete Brown Golf Facility and the Park Maintenance Division Facility; and

**WHEREAS**, on April 27, 2021, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between November 16, 2019 and March 15, 2021, for the Pete Brown Golf Facility and the Park Maintenance Division Facility; and

**WHEREAS**, on March 11, 2021, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between March 16, 2021 and April 15, 2021, for the Pete Brown Golf Facility and the Park Maintenance Division Facility; and

**WHEREAS**, on August 17, 2021, the Jackson City Council approved an Order ratifying the acceptance of armed security guard services provided by CCSI Security between April 16, 2021 and June 15, 2021, for the Pete Brown Golf Facility aka Sonny Guy Golf Course; and

**WHEREAS**, said vendor has provided an additional invoice and requests payment for services rendered at the Pete Brown Golf Facility aka Sonny Guy Golf Course between June 16, 2021 and June 27, 2021, as specified below; and

FACILITIES	Account Number	INVOICE#	PERIOD	AMOUNT
Pete Brown Golf Facility AKA Sonny Guy Golf Course	005-504.10-6420	17710	06-16-21 thru 06-27-21	\$2,024.40
<b>Total Due:</b>				<b>\$2,024.40</b>

**WHEREAS**, the Department of Parks and Recreation desires to ensure all invoices are honored and paid, for armed security guard services performed by CCSI Security from June 16, 2021, through June 27, 2021, at said City facilities; and

**IT IS, THEREFORE, ORDERED** that armed security guard services performed by CCSI Security for the Pete Brown Golf Facility (aka Sonny Guy Golf Course) from June 16, 2021, through June 27, 2021, is hereby ratified, and the payment in an amount of Two Thousand Twenty-Four Dollars and Forty Cents (\$2,024.40) is authorized.

Agenda Item #39  
 Agenda Date: October 12, 2021  
 (HARRIS, LUMUMBA)

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

09-28-21  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
<b>1.</b>	<b>Brief Description</b>	Order ratifying the acceptance of armed security guard services from CCSI Security for the Pete Brown Golf Facility aka Sonny Guy Golf Course between June 16, 2021 and June 27, 2021, authorizing payment for said services.							
<b>2.</b>	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention Quality of Life							
<b>3.</b>	<b>Who will be affected</b>	Golf Course staff and patrons.							
<b>4.</b>	<b>Benefits</b>	Provides armed security services to ensure the safety of the staff, patrons, facility and equipment.							
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon Council Approval							
<b>6.</b>	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 3							
<b>7.</b>	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation							
<b>8.</b>	<b>COST</b>	Two Thousand Twenty-Four Dollars and Forty Cents (\$2,024.40)							
<b>9.</b>	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account: 005-504.10-6420							
<b>10.</b>	<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>

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 28, 2021  
**Re:** CCSI Security – (06-16-21 through 06-27-21)

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This Order ratifies the acceptance of armed security guard services from CCSI Security for the Pete Brown Golf Facility aka Sonny Guy Golf Course, between April 16, 2021 and June 27, 2021, authorizing payment for said services, for a total amount of Two Thousand Twenty-Four Dollars and Forty Cents (\$2,024.40).

The Department of Parks and Recreation, recommends this Order is approved for payment to CCSI Security, for armed guard services.

Thank you!

IBHjr/pb

Ccsi Security  
P.O. Box 8485  
Jackson, MS 39284

<b>INVOICE NO.</b>	17710
<b>DATE</b>	07/01/21

**CUSTOMER**

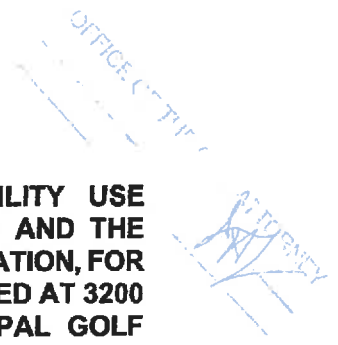
Sandra Corine Bell  
**Sonny Guy Golf Course**  
3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

**SERVICE LOCATION**

Sonny Guy Golf Course  
3200 W Woodrow Wilson Ave  
Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 6048	JOB NO. 5048	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
06/16/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/16/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/17/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/17/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
06/17/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
06/18/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/18/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
06/18/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
06/19/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/19/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/20/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/20/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/21/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/21/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/22/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/22/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/23/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/23/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/24/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/24/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
06/24/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
06/25/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/25/21 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
06/25/21 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
06/26/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/26/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
06/27/21 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
06/27/21 Security Officer - 17:00-00:00	7.00	Hours	12.05	84.35	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			<b>Sub-Total</b>	2,024.40	
			<b>Sales Tax</b>		
			<b>TOTAL</b>	<b>\$2,024.40</b>	





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE IMAGINE DREAM BELIEVE COMMUNITY DEVELOPMENT CORPORATION, FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE. (WARDS 3 & 4) (HARRIS, LUMUMBA)**

**WHEREAS**, the Imagine Dream Believe Community Development Corporation has partnered with the City of Jackson, Mississippi ("City") as the management group for junior golf at the Pete Brown Golf Facility located at 3200 Woodrow Wilson and Grove Park Municipal Golf Course located at 1800 Walter Dutch Welch Drive; and

**WHEREAS**, the Imagine Dream Believe Community Development Corporation will provide the City proof of liability insurance in the amount of One Million Dollars (\$1,000,000), adding the City of Jackson, Department of Parks and Recreation, as an additional insured, but only for liability cause, in whole or in part, by the acts and omissions of the Imagine Dream Believe Community Development Corporation; and

**WHEREAS**, the Imagine Dream Believe Community Development Corporation will abide by all mutual agreements with the City of Jackson, Department of Parks and Recreation; and

**WHEREAS**, the Imagine Dream Believe Community Development Corporation shall operate its junior golf program in accordance with the rules and regulations established by the Imagine Dream Believe Community Development Corporation, and the City of Jackson, Department of Parks and Recreation.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Facility Use Agreement with the Imagine Dream Believe Community Development Corporation, a provider governing its use of the Pete Brown Golf Facility and Grove Park Municipal Golf Course, for the period commencing on November 1, 2021 and ending on November 1, 2023, unless terminated earlier.

**IT IS FURTHER ORDERED** that a copy of said agreement be filed for record in the Office of City Clerk.

Agenda Item #40  
Agenda Date: October 12, 2021  
(HARRIS, LUMUMBA)

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

09-29-21  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>										
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement between the City of Jackson and the Imagine Dream Believe Community Development Corporation, for the supervision, operation, and use of Pete Brown Golf Facility located at 3200 Woodrow Wilson Drive and Grove Park Municipal Golf Course Facility located at 1800 Walter Dutch Welch Drive.										
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	Youth & Education, Crime Prevention, Quality of Life										
3.	<b>Who will be affected</b>	Youth participating in junior golf at the Pete Brown Golf Facility and Grove Park Municipal Golf Course.										
4.	<b>Benefits</b>	Teaches and inspires youth in the game of golf.										
5.	<b>Schedule (beginning date)</b>	Upon Council Approval.										
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Wards 3 & 4										
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	The Department of Parks & Recreation										
8.	<b>COST</b>	None										
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	<u>100</u>	%	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>

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 A. Lumumba  
**From:** Ison B. Harris, Jr. Director, Department of Parks & Recreation  
**Date:** September 29, 2021  
**Re:** Facility Use Agreement – Imagine Dream Believe

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The attached agenda item is a Facility Use Agreement between the City and the Imagine Dream Believe Community Development Corporation, utilizing the Pete Brown Golf Facility and Grove Park Municipal Golf Facility. The agreement defines the respective responsibilities of both the City and the Imagine Dream Believe Community Development Corporation.

The City will provide the physical facilities while the organization will provide the necessary staff to make the program a success.

IBHjr/pb

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 A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MS, AND THE IMAGINE DREAM BELIEVE COMMUNITY DEVELOPMENT CORPORATION, FOR USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE AND THE GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER DUTCH WELCH DRIVE is legally sufficient for placement in NOVUS Agenda.

  
James Anderson, Special Assistant

10-1-2021  
DATE

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Signature Insurance Agency 15 Northtown Dr Ste A  Jackson MS 39211-3048	<b>CONTACT NAME:</b> Shirlene Richardson <b>PHONE (A/C No, Ext):</b> 769-524-6670 <b>FAX (A/C No):</b> 601-510-9013 <b>E-MAIL ADDRESS:</b> signatureagencyms@gmail.com														
<b>INSURED</b>  Imagine Dream Believe Community Development 3442 Shannon Dale Dr  Jackson MS 39212	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Appalachian Underwriters</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Appalachian Underwriters		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Appalachian Underwriters															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NXTPF9HUH-00-GL	09/21/2021	09/21/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Jackson Parks & Recreation 1000 Metro Center Ste 104  Jackson MS 39209	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Shirlene Richardson
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**Imagine Dream Believe Community Development Corporation  
Facility Use Agreement**

This Agreement, made, by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City," and the Imagine Dream Believe Community Development Corporation, a nonprofit corporation, hereinafter called "User."

**WITNESSETH:**

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

**1. Term**

The User shall operate its youth sports program at the locations described at 3200 West Woodrow Wilson Drive and 1800 Walter Dutch Welch Drive, hereinafter called "Facilities," beginning on (November 1, 2021), and ending (November 1, 2023). The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee.

**2. Bylaws and Policies**

By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, *et seq.*, of the Mississippi Code of 1972, as amended.

The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for written approval.

**3. Hours of Operation**

The User shall ensure that golf classes and events are offered during scheduled hours for use by the public.

**4. City's Maintenance of Premises**

The City shall be responsible for all field preparation for games and practices and all other maintenance, which includes lining fields, cutting grass (if required between normal city-scheduled cuttings), and picking up misplaced litter and placing it in trash cans. Individuals involved in field preparation shall attend a field preparation workshop sponsored by the City. Proper field preparation techniques are outlined in the "Field Preparation Manual" provided by the City.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

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**5. Signs/Banners**

Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

**6. Equipment/Uniforms/Personnel**

The User shall provide all equipment, uniforms, and personnel necessary to operate its program.

**7. Building Improvements**

The User shall make no permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

**8. Revenue**

All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his designee shall be requested.

**9. Certification Officer(s)**

When applicable, the User shall submit to the Director or his designee, within sixty (60) days of the execution of this agreement, the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the Director or his designee prior to the start of the activities of the User.

**10. Building Safety**

The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.

**11. Utilities**

The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement. *In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.*

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## **12. Ownership**

- a.* The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis.
- b.* The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.

## **13. Vandalism**

The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

## **14. Certificate of Liability Insurance**

The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.

## **15. Expectations**

- a.* The Director or his designee shall serve as the liaison between the City and the User, and shall with the requirements set forth in this agreement, ensure compliance.
- b.* Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c.* The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d.* Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
- e.* The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.



f. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

**16. Termination of Use Agreement**

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

**17. Notices**

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<b>City:</b> Ison B. Harris, Jr., Director Parks and Recreation Department City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 <a href="mailto:iharris@jacksonms.gov">iharris@jacksonms.gov</a>	<b>User:</b> Fredrick L. Taylor, President 3442 Shannon Dale Dr Jackson, MS 39212 601-454-1948 <a href="mailto:fredltaylor@hotmail.com">fredltaylor@hotmail.com</a>	<b>Copy To:</b> The Office of the City Attorney 455 East Capitol Street P. O. Box 2779 Jackson, MS 39207-2779
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18. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

**IMAGINE DREAM BELIEVE  
COMMUNITY DEVELOPMENT  
CORPORATION**

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
**Fredrick L. Taylor, President**

BY: \_\_\_\_\_  
**Chokwe A. Lumumba, Mayor**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ORDER ACCEPTING THE DONATION OF \$1,000.00, FROM UNITED HEALTHCARE SERVICES, INC., TO PURCHASE TROPHIES AND AWARD MEDALS FOR THE 2021 MIND, BODY AND SOUL VIRTUAL RACE. (WARD 1) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
17

**WHEREAS**, the Department of Parks and Recreation is proud to host the 2021 Mind, Body and Soul Virtual Race, September 6 – October 2, 2021; and

**WHEREAS**, a quote was received to purchase trophies and award medals from The Trophy Shoppe, totaling \$1,004.90 as part of the contest awards; and

**WHEREAS**, United HealthCare Services, Inc., issued Check Number 10635967, donating \$1,000.00 to help purchase trophies and award medals.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to accept the donation of \$1,000.00 from United HealthCare Services, Inc., to purchase trophies and award medals for the 2021 Mind, Body and Soul Virtual Race.

Agenda Item #41  
Agenda Date: October 12, 2021  
(HARRIS, LUMUMBA)

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

**09-30-21**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																															
<b>1.</b>	<b>Brief Description</b>	<b>ORDER ACCEPTING THE DONATION OF \$1,000.00, FROM UNITED HEALTHCARE SERVICES, INC., TO PURCHASE TROPHIES AND AWARD MEDALS FOR THE 2021 MIND, BODY AND SOUL VIRTUAL RACE.</b>																															
<b>2.</b>	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education  Quality of Life																															
<b>3.</b>	<b>Who will be affected</b>	2021 Mind, Body & Soul Virtual Race Participants																															
<b>4.</b>	<b>Benefits</b>	Encourages and promotes healthy living.																															
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon Council Approval																															
<b>6.</b>	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	All Wards																															
<b>7.</b>	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																															
<b>8.</b>	<b>COST</b>	Donation																															
<b>9.</b>	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	\$1,000.00 donation received from United HealthCare Services, Inc.																															
<b>10.</b>	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>N/A</td><td>√</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>N/A</td><td>√</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>N/A</td><td>√</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>N/A</td><td>√</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</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	√																												

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 Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** September 30, 2021  
**Re:** United HealthCare Services, Inc. - \$1,000.00 Donation

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The attached agenda item is to accept a donation of \$1,000.00 from United HealthCare Services, Inc., to help pay for trophies and medal awards, for the 2021 Mind, Body and Soul Virtual Race.

It is the recommendation of the Department of Parks and Recreation that acceptance of these gifts is approved.

Thank you.

IBHjr/pb

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 ACCEPTING THE DONATION OF \$1,000.00 FROM UNITED HEALTHCARE SERVICES, INC., TO PURCHASE TROPHIES AND AWARD MEDALS FOR THE 2021 MIND, BODY AND SOUL VIRTUAL RACE is legally sufficient for placement in NOVUS Agenda.

  
James Anderson, Special Assistant

10-7-2021  
DATE

United HealthCare Svs Inc  
 (877) 620-6192  
 PO Box 1459 MNO08-W235  
 Minneapolis MN 55440-1459

CHECK DATE 09-15-2021  
 CHECK NUMBER 10635967

INVOICE		VOUCHER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
NUMBER	DATE	NUMBER			
11190882	09-13-21	27268486	1,000.00	.00	1,000.00
2021 City of Jackson Mind, Body & Soul Race GFT					
VENDOR		TOTAL	USD		
0000639451			1,000.00	.00	1,000.00

**RECEIVED**  
 SEP 27 2021  
 BY: AS

018217 1012577 0001 10635967 UNM202020-00010815 09/14/21 20:11 0006394510001 75682-0001 17405 IN

THE FACE OF THIS DOCUMENT CONTAINS A MULTICOLORED BACKGROUND - THE BACK CONTAINS AN ARTIFICIAL WATERMARK (HOLD AT AN ANGLE TO VIEW) AND INK THAT RESPONDS TO TEMPERATURE

United HealthCare Svs Inc  
 820-6192  
 PO Box 1459 MNO08-W235  
 Minneapolis MN 55440-1459

KEYBANK NATIONAL ASSOCIATION  
 DATE 09-15-2021 CHECK NO. 10635967 150

Pay ONE THOUSAND AND 00/100 DOLLARS \$1,000.00

To The Order of  
 CITY OF JACKSON PARKS AND RECREATION  
 1000 METROCENTER DR STE 104  
 JACKSON MS 39209-7515

AUTHORIZED SIGNATURE

ABSENCE OF ANY OF THE FEATURES MENTIONED ABOVE MAY INDICATE A FRAUDULENT DOCUMENT - DO NOT CASH UNLESS ALL FEATURES ARE PRESENT - CHECKS CLEAR POSITIVE PAY.

⑈0010635967⑈ ⑆041207040⑆ 35099351781⑈

**THE TROPHY SHOPPE**

Billing: 785 Parks Road Place  
 Jackson, MS 39212  
 Physical: 12525 I-55 South Frontage Rd.  
 Terry MS 39170

**QUOTE**

Date	Estimate #
7/30/2021	59

<b>Name / Address</b>
City of Jackson Dept of Parks and Recreation Attn: Angela White 1000 Metrocenter Suite 104 Jackson MS 39205

<b>P.O. No.</b>

Description	Qty	Rate	Total
2 POST BASE with 8" col	4	48.00	192.00
discount of original price		-10.00%	-19.20
custom medals	54	7.15	386.10
kid run custom medals	100	4.00	400.00
replacement tags	46	1.00	46.00
<b>Subtotal</b>			<b>\$1,004.90</b>
<b>Sales Tax (7.0%)</b>			<b>\$0.00</b>
<b>Total</b>			<b>\$1,004.90</b>





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND YOU FOR YOUTH, INC., FOR THE LEASE AND USE OF AN AFTERSCHOOL PROGRAM AT THE JAYNE AVENUE COMMUNITY CENTER. (HARRIS, LUMUMBA)**

**WHEREAS**, the City of Jackson, Mississippi ("City"), owns the Jayne Avenue Community Center, located at 3615 Jayne Avenue Community. You for Youth, Inc., is a 501(c)(3) academic and recreation-based afterschool program that will serve K-8 students at the Jayne Avenue Community Center, and would like to utilize the facility to provide the following services and programs, free of charge.

- Provide a safe, fun and enriching place for students in grades K-8 during afterschool hours and periods of school closure due to traditional breaks.
- Provide positive and community-lead interventions that provide students a comprehensive set of integrated services to meet a full range of learning, developmental and societal needs.
- Introduce and engage youth in positive and potentially life-long academic, recreational, and career pursuits.
- Provide academic support with time to read and complete homework with access to core subject tutoring and test prep services.
- Develop life skills and readiness for college and career experiences through engagement and empowerment work sessions with field experts.
- The You for Youth, Inc., afterschool program will be free of charge to K-8 students, who complete the registration process.

**WHEREAS**, the governing authorities of the City believe that it is in the best interest of the City, as well as its citizens, that all would best be served by a community collaboration with You for Youth, Inc., an organization that is willing to invest in the Jayne Avenue Community Center, and will oversee the management and operations of their afterschool program; and

**WHEREAS**, You for Youth, Inc., will provide a current Certificate of Liability Insurance policy, in the amount of one million dollars (\$1,000,000) on or before signing the Facility Use Agreement, wherein the City will be listed as an additional insured; and

**WHEREAS**, You for Youth, Inc., supports the City's objectives and desire to support active learning environments in schools and homes as well as provide balanced and healthy lifestyles for children and youth.

**IT IS HEREBY ORDERED**, that the Mayor be authorized to execute a Facility Use Agreement between the City of Jackson, Mississippi and You for Youth, Inc., for the lease and management of the Jayne Avenue Community Center, commencing October 4, 2021 and ending September 30, 2022.

Agenda Item #42  
Agenda Date: October 12, 2021  
(HARRIS, LUMUMBA)

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

09-29-21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																								
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a Facility Use Agreement between the City of Jackson, Mississippi, and You for Youth, Inc., for the lease and use of an afterschool program at the Jayne Avenue Community Center.																																								
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	Youth & Education, Crime Prevention, Quality of Life																																								
3.	<b>Who will be affected</b>	Youth participating in the afterschool program at the Jayne Avenue Community Center.																																								
4.	<b>Benefits</b>	Provides a safe, fun and enriching place for students in grades K-8 during afterschool hours and periods of school closure due to traditional breaks.																																								
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"/>	The Department of Parks & Recreation																																								
8.	<b>COST</b>	The You for Youth, Inc., afterschool program will be free of charge to K-8 students, who complete the registration process.																																								
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																																								
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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 Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**DATE:** September 29, 2021

**SUBJECT:** You for Youth, Inc. – Facility Use Agreement

---

The attached agenda item is a Facility Use Agreement between the City and You for Youth, Inc., to provide a safe, fun and enriching place for students in grades K-8 during afterschool hours and periods of school closure due to traditional breaks, utilizing the Jayne Avenue Community Center.

You for Youth, Inc., supports the City's objectives and desire to support active learning environments in schools and homes, by providing academic support with time to read and complete homework with access to core subject tutoring and test prep services, for our children and youth.

The You for Youth, Inc., afterschool program will be free of charge to K-8 students, who complete the registration process.

The agreement defines the respective responsibilities of both the City and You for Youth, Inc.

IBHjr/pb

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 FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MS, AND YOU FOR YOUTH, INC., FOR THE LEASE AND USE OF AN AFTERSCHOOL PROGRAM AT THE JAYNE AVENUE COMMUNITY CENTER** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**James Anderson, Special Assistant**

*10-1-2021*  
\_\_\_\_\_  
**DATE**

# **PROGRAM PROPOSAL FOR AFTERSCHOOL PROGRAM**

## **A Pilot Community-Based Early Childhood and Workforce Development Program**

*A Partnership between the City of Jackson and You for Youth, Inc. hosted at the Jayne Avenue Community Center.*

### **OVERVIEW:**

You for Youth, Inc. (501c3) is an academic and recreation-based afterschool program that will serve K-8 students at the Jayne Avenue Community Center located in Jackson, Mississippi. The program will operate in partnership with the City of Jackson, Jackson Public Schools, and the Jackson Council PTA. The City of Jackson's Parks and Recreation Department will coordinate use of the Jayne Avenue community center for the afterschool program. Youth for Youth, Inc. will coordinate daily operations for the afterschool program.

You for Youth, Inc.'s mission is to develop communities of caring and capable young people through safe and enriching after school programs that provide educational support, life skills services, college and career readiness, and recreational activities.

You for Youth, Inc. seeks to make a difference in our community through innovative youth development experiences and to demonstrate that democracy, justice, and public education can work for all children; therefore, creating a place where children can live and help sustain a loving, safe, and thriving city with upward mobility.

The You for Youth afterschool program will serve multiple purposes that directly impact community by:

- Providing a safe, fun, and enriching place for students in grades K-8 during afterschool hours and periods of school closure due to traditional breaks.
- Providing positive and community-lead interventions that provide students a comprehensive set of integrated services to meet a full range of learning, developmental, and societal needs.
- Introducing and engaging youth in positive and potentially life-long academic, recreational, and career pursuits.
- Providing academic support with time to read and complete homework with access to core subject tutoring and test prep services.
- Developing life skills and readiness for college and career experiences through engaging and empowering work sessions with field experts.

The You for Youth afterschool program will indirectly impact the community by:

- Supporting active learning environments in schools and homes.
- Providing balanced and healthy lifestyles for children and youth.

- Potentially decreasing school mobility and absenteeism, suspensions, and crimes committed by children and youth.

### **ACTIVITIES:**

Youth for Youth activities will be theme-centered and planned monthly. Activities will include a variety of academic and recreation options (includes early childhood education for K-3) such as:

- English Language Arts, Reading, Math, and STEM
- Outdoor Skills and Environmental Education
- Fitness and Exercise
- Sports and Field Games
- Music and Dance
- Arts and Crafts
- Leadership Development and Community Service
- Field Trips

You for Youth's staff will implement all program activities. Children and youth will have opportunities to provide input and help plan activities (including field trips). When appropriate and available, field experts will serve as guest speakers who will support specific and age-appropriate activities that are grounded in our commitment to issues of justice, equity, and diversity.

You for Youth will integrate expanded learning opportunities in its program as a means of supporting students while at home. Our family support and engagement initiative will include parenting education, parent leadership training, food distribution, and community health services and referrals to providers.

### **ACTIVITY SCHEDULE:**

Monthly schedules and calendars will be available by the last week of each month for the upcoming month; and a weekly newsletter will provide program updates to participating families.

### **EMERGENCY AND FIRST AID:**

Emergency and Medical Release forms will be included in the You for Youth, Inc. official application pack. All essential documents will be available onsite for reference by authorized personnel in the event of a medical emergency.

You for Youth, Inc. will provide general liability insurance for the You for Youth afterschool program and staff will be CPR certified with clear criminal background checks as part of the general employment process.

**PUBLIC HEALTH:**

Youth for Youth staff will ensure that COVID-19 protocol (particularly as the highly contagious Delta variant circulates) is implemented during the afterschool program. Protocol includes universal masking, a minimum of 3-feet physical distance while indoors, maintain proper ventilation in the facility with respiratory etiquette, regular handwashing, and properly cleaning and disinfecting spaces regularly.

As a result of the Youth for Youth program potentially serving students 12-years and under who do not yet qualify for vaccination, additional and advanced measures to prevent transmission will include conducting regular and recorded temperature checks, limiting the number of people in the facility, monitoring community transmission to include data from Jackson Public Schools, providing access to free testing and resources, and requiring students to be temporarily dismissed from the afterschool program in the event they develop symptoms of an infectious illness (followed by a quarantine with a referral to a healthcare provider for testing and care; and returning with medical documentation that provides clearance to return to the public/program).

As the leading public health strategy to end the COVID-19 pandemic, You for Youth, Inc. will promote vaccination for all who qualify.

**MEALS AND SNACKS:**

Nutritious snacks will be provided daily as part of the You for Youth afterschool experience. Meals are subject to approval and will be provided during extended days.

**HOURS OF OPERATION:**

You for Youth, Inc. will follow the daily schedule and official annual calendar for the Jackson Public School District.

Operation will be Monday-Friday beginning at 2:00 p.m. and ending at 6 p.m. The afterschool program will be closed on weekends, holidays, inclement weather days as [typically] determined by city and school district officials for citywide operational closures, and prescheduled program periods for You for Youth's professional development and program needs. Additional closures are at the discretion of Youth for Youth's President/CEO pending any compromises to safety and/or immediate program needs.

The afterschool program will operate on an extended day schedule during traditional school breaks and may include select days for Thanksgiving, Christmas, Spring Break, and Summer.

**PROGRAM SCHEDULE:**

2:00 p.m. – 3:00 p.m.	Check In - Snack - Organized Leisure
3:00 p.m. – 4:00 p.m.	Homework - Academic Tutoring
4:00 p.m. – 4:30 p.m.	Special Programs - Life Skills - College/Career
4:30 p.m. – 6:00 p.m.	Recreation/Sports - Dismissal

*Note:* Additional academic tutoring will be provided on select Saturdays as needed.

**FACILITY:**

The You for Youth afterschool program will be hosted at the Jayne Avenue Community Center located at 3615 Jayne Avenue, Jackson, Mississippi 39209. Program space includes full use of the approved facility. Outdoor activities will take place on facility grounds and/or the surrounding track and playing fields as approved by the Director of Parks and Recreation.

**TRANSPORTATION:**

Biking and walking by neighborhood students is permitted as approved by parents and/or legal guardians who must complete a permission form and waiver as part of You for Youth’s official application. Transportation by parents and/or the Jackson Public School District is also permitted as it must be documented in the official application.

Afterschool pick-up is no later than 6:00 p.m. daily.

You for Youth staff is prohibited from transporting students in personal vehicles.

A minimum of 2 mixed gender staff will accompany students on all field trips.

**ENROLLMENT AND ATTENDANCE:**

Registration is open to students in grades K-8 who complete and agree to comply with the terms noted on the official application. Students who are approved to attend the program must be signed in/out daily by a parent or person as noted by the parent on a completed and approved application. A pick-up and release form is required of all participants and is included in the official application.

You for Youth’s staff to student ratio is 1:10 unless otherwise approved by the President/CEO as safety and/or COVID-19 regulations may suggest or student needs and/or activities require.

All participants are expected to adhere to all policies and procedures for standard operations as required by the City of Jackson and Youth for Youth, Inc. Parents of participating students will receive this information upon completion of registration and orientation. Infractions are subject to corrective action (a tiered approach) that may include dismissal from the program.

You for Youth, Inc. prohibits corporal punishment.



**STAFF:**

The You for Youth afterschool program will be staffed by qualifying applicants who will participate in a series of interviews and are hired by the President/CEO of You for Youth, Inc.

The Chief Operating Officer will serve as the manager of the afterschool program and is responsible for daily operations at the facility to include staffing. The COO will recruit a Site Manager as the needs of the program increase.

**FEES:**

The You for Youth afterschool program will be free of charge to K-8 students who complete the registration process. Field trips and other special activities and/or programs will be subject to fees and a permission slip signed by a parent or guardian.

**YOU FOR YOUTH, Inc.**  
**FACILITY USE AGREEMENT**

This **Non-Exclusive Agreement**, made by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "**City**", and the **You for Youth, Inc.**, hereinafter called "**User**".

**WITNESSETH:**

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

**1. Term**

The User shall operate/manage designated rooms in the City-owned **Jayne Avenue Community Center**, located at **3615 Jayne Avenue**, for the period **beginning October 18, 2021 and ending September 30, 2022**, free of charge.

**2. Bylaws and Policies**

The User shall operate its youth program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for approval. Any such approval may be subject to obtaining approval from the governing authority of the City. The Mississippi State Department of Health Childcare License agreement under the City's name will temporary be suspended during the operational usage of the User.

**3. Hours of Operation**

The User has permission to use the facility Monday-Friday 7:00 a.m. -6:00 p.m. as needed for afterschool programs and/or extended day camps. These days and times will not interfere with the City of Jackson's operations or regular programming for public events.

**4. City's Maintenance of Premises**

The City shall maintain the court poles, exterior poles and lights, trees, streets, walks, and curbs, air conditioning and heating systems of the building, all plate glass windows and doors of the building, interior and exterior painting, all interior and exterior lighting fixtures, all equipment such as benches, spectator seating, water fountains and similar items. The City shall also be responsible for cutting the grass and landscaping at the Jayne Avenue Community Center. All such maintenance will be performed consistent with the Parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose City to liability from the Manager. The Manager shall promptly notify the City of any needed repairs.

**5. Facility User's Maintenance of Premises**

## YOU FOR YOUTH, Inc.

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The User agrees to ensure that the assigned rooms and/or lobby areas are maintained in a neat and orderly appearance at all times. Restroom facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of facility users. Garbage, debris, and trash will be removed from the premises daily and at such other intervals necessary to ensure that the facility is clean, neat, and orderly.

**6. Signs/Banners**

Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.

**7. Utilities**

The City of Jackson shall pay the expense of all utilities required for the facility's operation; however, the User shall be financially responsible for excessive electricity and water consumption at the Facility that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. *In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.*

**8. Equipment/Uniforms/Personnel**

The User shall provide all equipment, uniforms, and personnel necessary to operate its program.

**9. Building Improvements**

The User shall make no temporary or permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

**10. Revenue**

All revenue received by the User shall be used solely for the use and benefit of operating and managing its program or making approved improvements of the facility.

**11. Fees**

All fees must be filed and approved in advance by the Director of Parks and Recreation or his designee.

**12. Building Safety**

The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its staff and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.

**13. Ownership**

The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.

The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Such approval may be subject to approval by the City's governing authorities. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.

**14. Vandalism**

The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

**15. Certificate of Liability Insurance Policy**

The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage.

**16. Indemnification**

The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.

**17. Expectations**

- a. The Director or his designee shall serve as the liaison between the City and the User and, shall ensure compliance therewith.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement *shall not be deemed a waiver of any subsequent breach of such term or condition.*
- c. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

**YOU FOR YOUTH, Inc.**

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- d.* Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
- e.* The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f.* The User shall not transfer or assign his rights or obligations hereunder. In case of change in corporate ownership or status, this Agreement shall be subject to termination.
- g.* The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

**18. Termination of Use Agreement**

If the User fails to fulfill any of its duties, the City may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the User of contract termination. The City will be under no obligation to pay the User for termination, to buy out the Manager, buy fixtures, other equipment or stock. At termination of this Agreement, the User will remove, without damage to You for Youth, Inc., all personal property.

**19. Notices**

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<b>City of Jackson</b> Ison B. Harris, Jr., Director Department of Parks & Recreation 1000 Metro Drive, Suite 104 Jackson, MS 39209 <a href="mailto:iharris@jacksonms.gov">iharris@jacksonms.gov</a> 601-960-0716	<b>Managing Partner</b> Rosaline McCoy, President/CEO You for Youth, Inc. P.O. Box 16801 Jackson, MS 39236 <a href="mailto:youforyouth21@gmail.com">youforyouth21@gmail.com</a> 601-331-9914	With a Copy to: <b>Office of the City Attorney</b> 455 East Capitol Street Jackson, MS 39201 601-960-1799
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20. This Agreement is executed by each party hereto after first being duly authorized to do so.

**YOU FOR YOUTH, Inc.**

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IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

**CITY OF JACKSON, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**Chokwe Antar Lumumba, Mayor**

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

**YOU FOR YOUTH, Inc.**

**BY:** \_\_\_\_\_  
**Rosaline McCoy, President/CEO**

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

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI  
10/11/21

**ORDER APPROVING THE JACKSON FIRE DEPARTMENTS USE OF MUNICIPAL EQUIPMENT AND PERSONNEL TO ADVERTISE AND BRING INTO FAVORABLE NOTICE THE CITY OF JACKSON DURING THE JACKSON STATE UNIVERSITY'S HOMECOMING PARADE ON OCTOBER 16, 2021**

**WHEREAS**, Jackson State University is a historically black college and university located in the City of Jackson, Mississippi; and

**WHEREAS**, Jackson State University's football team is scheduled to participate in an athletic contest with Alabama State University on October 16, 2021; and

**WHEREAS**, the contest with Alabama State University has been designated as the *Homecoming* for Jackson State University; and

**WHEREAS**, a parade has been planned as part of the *Homecoming* activities; and

**WHEREAS**, the Jackson Fire Department believes that the parade activity presents a prime opportunity for it to bring favorable notice and light to the City of Jackson and enable it to recruit and promote employment opportunities within the Department among students attending Jackson State University and the public; and

**WHEREAS**, pursuant to Section 21-19-61 of the Mississippi Code, a municipality may appropriate and expend moneys for the purpose of advertising and bringing to the attention of the citizens the reasons for and status of any municipal activity or other municipal matter about which it is for the best interest of the people that they be fully informed; and

**WHEREAS**, it is in the best interest of the people that students attending Jackson State University and others be fully informed about the Jackson Fire Department's employment and fire safety programming; and

**WHEREAS**, Jackson State University has requested that the Jackson Fire Department furnish three (3) fire trucks and the required operators for participating in the parade; and

**WHEREAS**, student athletes will also be riding in or on the fire trucks; and

**WHEREAS**, student athletes riding in or on the fire trucks will be asked to hold the City of Jackson harmless from injury or damage arising out of riding and participating in the parade; and

**IT IS THEREFORE ORDERED** that the Jackson Fire Department may furnish (3) fire trucks for use by Jackson State University in the parade planned for October 16, 2021 for the purpose of advertising and bringing favorable notice to the department and its opportunities and programming;

**IT IS THEREFORE ORDERED** that personnel of the Jackson Fire Department may be utilized in the operation of the fire trucks for the purpose of advertising and bringing favorable notice to the department and its opportunities and programming;

Agenda Item #43  
Agenda Date: October 12, 2021  
(OWENS, LUMUMBA)

**IT IS HEREBY ORDERED** that furnishing of the fire trucks and the required operators shall be conditioned upon the student athletes agreeing in writing to hold the City of Jackson harmless from injury or damage.

**Agenda Date:** \_\_\_\_\_

**By: Owens, Lumumba**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **September 30, 2021**  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order authorizes the Jackson Fire Department to use municipal equipment and personnel for the purpose of bringing favorable notice and light to City and Department
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life, Youth and Education
3.	<b>Who will be affected</b>	City of Jackson, personnel assigned to operate trucks, students of Jackson State University, and Jackson State University
4.	<b>Benefits</b>	Provides opportunity for the Fire Department to promote department and recruit
5.	<b>Schedule (beginning date)</b>	After council approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> <b>(area)</b>  <b>Project limits if applicable</b>	CITY WIDE
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> <b>City Department</b>  <b>Consultant</b>	JACKSON FIRE DEPARTMENT
8.	<b>COST</b>	In-kind provision of fire trucks and compensation of fire truck operators
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> <b>General Fund</b> <b>Grant</b> <b>Bond</b> <b>Other</b>	

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** October 1, 2021  
**Re:** Jackson State University's Homecoming Parade on October 16, 2021

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The Jackson Fire Department is requesting the use of municipal equipment and personnel to advertise and bring into favorable notice the City of Jackson during the Jackson State University's Homecoming Parade on October 16, 2021.

If you have questions or concerns, please let me know.

WO/kb

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  
Carrie Johnson  
10/1/2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE JACKSON FIRE DEPARTMENT TO PROVIDE EQUIPMENT AND PERSONNEL TO ADVERTISE AND BRING INTO FAVORABLE NOTICE THE CITY OF JACKSON DURING THE JACKSON STATE UNIVERSITY'S HOMECOMING PARADE ON OCTOBER 16, 2021** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *C. Johnson* DATE *10/1/2021*



OFFICE OF THE CITY ATTORNEY  


**ORDER AUTHORIZING THE MAYOR TO EXECUTE A HURRICANE SIMULATOR REVENUE SHARE AGREEMENT (RSA) WITH o8o LEASING, LLC, OCTOBER 2021 THROUGH OCTOBER 2023 TO BE USED BY JACKSON ZOO. (HARRIS, LUMUMBA)**

**WHEREAS**, the Jackson Zoo and the Department of Parks and Recreation desires to enter into a Hurricane Simulator Revenue Share (RSA) Agreement with o8o Leasing, LLC for the rental and use of one (1) Hurricane Simulator machine complete with Hurricane Simulator standard graphics, not to exceed two (2) years; and

**WHEREAS**, the Revenue Share Agreement (RSA) shall be a month-to-month agreement, beginning from the date of installation. Either party may terminate this agreement without penalty, with a 30 day written notice; and

**WHEREAS**, the following Revenue Share table outlines the revenue share between o8o Leasing, LLC and RSO, calculated using the net revenue generated by the machine; net revenue is gross sales less fees as outlined in 2.2.2 of the RSA; and

Net Sales	Revenue to o8o	Revenue to RSO	Account
\$1 to \$500	75%	25%	390-498.00-6419
\$501 to \$600	70%	30%	
\$601 to \$700	65%	35%	
\$701 to \$800	60%	40%	
\$801 to \$900	55%	45%	
\$901 and Over	50%	50%	

**WHEREAS**, the following is an example of the Monthly Accounting Statement the Jackson Zoo will receive each month by o8o Leasing, LLC calculated using the net revenue generated by the machine; net revenue is gross sales less fees as outlined in 2.1.3 of the RSA; and

Hypothetical monthly statement example based on \$1,000 in cash and \$150 in credit cards.		
Gross Cash Sales	\$1,000.00	RSO collects all cash.
Gross Credit Card Sales	\$150.00	o8o Leasing receives all credit.
Gross Revenue	\$1,150.00	Total gross cash plus total gross credit.
Less Cred Card Fees	\$17.45	Gross credit card sales times 5%, plus \$9.95 monthly fee.
Total net income	\$1,132.55	Gross revenue less credit card fees.
Revenue Share Percent	50%	Revenue share tier at \$901 and over.
Subtotal	\$566.28	o8o Leasing's share per sliding scale.
Credit Card o8o Has	\$132.55	Gross credit less fees.
Total Due	\$433.73	o8o Leasing's share less credit card net income.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute necessary documents with o8o Leasing, LLC, including a Hurricane Simulator Revenue Share Agreement (RSA) Agreement, as well as any and all documents related thereto, for the rental period of October 2021 through October 2023. The Jackson Zoo will pay in accordance to the terms as listed above.

**IT IS FURTHER ORDERED** that payment for said rental will be made from funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from o8o Leasing, LLC.

Agenda Item #44  
 Agenda Date: October 12, 2021  
 (HARRIS, LUMUMBA)

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

09-30-21

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a Hurricane Simulator Revenue Share Agreement (RSA) with o8o Leasing, LLC, October 2021 through October 2023 to be used by Jackson Zoo.	
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>	Jackson Zoo patrons.	
4.	<b>Benefits</b>	Allows youth and adults to fully enjoy a hurricane simulation booth, offered by the Jackson Zoo.	
5.	<b>Schedule (beginning date)</b>	October, 2021	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 5	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks & Recreation	
8.	<b>COST</b>	Payment for said rental will be made from funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from o8o Leasing, LLC.	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account: 398-498.00-6419	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER ___ Yes ___ No ___ N/A ___ X WAIVER ___ Yes ___ No ___ N/A ___ X WAIVER ___ Yes ___ No ___ N/A ___ X WAIVER ___ Yes ___ No ___ N/A ___ X WAIVER ___ Yes ___ 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:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Dept. of Parks & Recreation  
**Date:** September 30, 2021  
**Re:** Jackson Zoo – Hurricane Simulator (o8o Leasing, LLC)

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This is an Order authorizing the Mayor to execute a Hurricane Simulator Revenue Share Agreement (RSA) with o8o Leasing, LLC, October 2021 through October 2023 to be used by Jackson Zoo.

Payment for said rental will be made from funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from o8o Leasing, LLC.

The Department of Parks and Recreation and the Jackson Zoo recommends this agenda item is approved.

Thank you.

IBHjr/pb

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 A HURRICANE SIMULATOR REVENUE SHARE AGREEMENT (RSA) WITH 080 LEASING, LLC, OCTOBER 2021 THROUGH OCTOBER 2023 TO BE USED BY JACKSON ZOO** is legally sufficient for placement in NOVUS Agenda.



**James Anderson, Special Assistant**



**DATE**



# HURRICANE SIMULATOR

## Hurricane Simulator Revenue Share Agreement (RSA)

This is a revenue share lease agreement between o8o Leasing, LLC and:

Legal Entity Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

The above entity will hereafter be referred to as the RSO (Revenue Share Operator).

### Terms and Conditions:

#### 1: Obligations:

The RSA shall be a month to month agreement, beginning from the date of installation. Either party may terminate this agreement without penalty with 30 days written notice. Upon termination, o8o Leasing, LLC will have 45 days from the date of written notice to retrieve the machine. Additionally, o8o Leasing, LLC will have 45 days from the last date of service use to process all payments and/or deductions to/from RSO.

#### 1.1: Under this RSA, o8o Leasing, LLC shall:

1. Provide and install, at no charge to RSO, a Hurricane Simulator (machine) complete with Hurricane Simulator Standard Graphics, in the RSO's location for temporary use while under contract. o8o Leasing, LLC shall remain the sole owner of the delivered machine.
2. Provide parts no charge, including shipping, to RSO for all required repairs to keep the attraction operational.
3. Provide an aggregate general liability insurance policy in the amount of \$2,000,000 for use of the o8o machine only, and a certificate of insurance naming the RSO as additional insured.
4. Provide an internal cellular connection for the purpose of credit card/debit card purchases.

#### 1.2: Under this RSA, RSO shall:

1. Provide adequate access and door clearance for delivery of the machine.
2. Provide adequate floor space to locate the machine.
3. Provide for the use of the machine a standard 115-volt AC power plug with a minimum of 15 amps.
4. Maintain the machine in a clean, like-new condition and to assist o8o Leasing, LLC with making any repairs to keep the machine in operating condition.

Initials: RSO \_\_\_\_\_

**2: Payment Schedule:**

**2.1: Under this RSA, o8o Leasing, LLC shall:**

1. Electronically audit the number of cycles on the machine each month that it is in use and in working order. *(Access to RSO's electronic activity by our third party is available upon request.)*
2. Collect all income from credit card and debit card purchases via the provided cellular connection. *(Credit card fees of 5% per transaction + \$9.95 per month shall apply)*
3. Provide to RSO a monthly accounting statement *(Exhibit 2 Monthly Account Statement)* for all purchases on, or before, the 10<sup>th</sup> day of each month for the previous month's use. RSO will then have five (5) days to review and provide to o8o Leasing, LLC any corrections. If not challenged within these five days, the statement will be presumed correct and may not be challenged.
4. On or before the 15<sup>th</sup> day of each month, o8o Leasing, LLC will send payment to the RSO for the amount owed, calculated using the method in *Exhibit 1 of the Revenue Share Split*.
5. Pay all applicable sales tax on o8o's respective portion of the *Gross Revenue*.

**2.2: Under this RSA, RSO shall:**

1. Be solely responsible for emptying the machine of all cash, and accounting for all cash money collected by the machine.
2. On or before the 15<sup>th</sup> day of each month, the RSO will send payment to o8o Leasing, LLC for the amount owed, calculated using the method in *Exhibit 1 of the Revenue Share Split*.
3. Pay all applicable sales tax on RSO's respective portion of the *Gross Revenue*.

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By my signature below, I accept the terms and conditions outlined in this agreement and the attached two (2) Exhibits.

RSO Name: (please print): \_\_\_\_\_ Title: \_\_\_\_\_  
RSO Signature \_\_\_\_\_ Date: \_\_\_\_\_  
o8o Leasing: (please print): \_\_\_\_\_ Title: \_\_\_\_\_  
o8o Leasing: \_\_\_\_\_ Date: \_\_\_\_\_

Checks should be made Payable to:

o8o Leasing LLC  
2804 N 36<sup>th</sup> St. - Tampa, FL 33605  
[www.hurricanesimulator.com](http://www.hurricanesimulator.com)  
Phone: 813-402-0487

Initials: RSO \_\_\_\_\_

**Exhibit 1**  
**o8o Leasing, LLC**  
**Revenue Share Table**

The following Revenue Share table outlines the revenue share between o8o Leasing, LLC and RSO, calculated using the net revenue generated by the machine.  
*(Net revenue is gross sales less fees as outlined in 2.2.2 of the RSA)*

Net Sales	Revenue to o8o	Revenue to RSO
\$1 to \$500	75%	25%
\$501 to \$600	70%	30%
\$601 to \$700	65%	35%
\$701 to \$800	60%	40%
\$801 to \$900	55%	45%
\$901 and Over	50%	50%

**Exhibit 2**  
**o8o Leasing, LLC**  
**Revenue Collection Table**

The following is an example of the Monthly Accounting Statement you will receive each month by o8o Leasing, LLC calculated using the net revenue generated by the machine.  
*(Net revenue is gross sales less fees as outlined in 2.1.3 of the RSA)*

*Hypothetical Monthly Statement Example based on \$1000 in cash and \$150 in credit cards.*

Gross Cash Sales	\$1000.00	RSO collects all cash
Gross Credit Card Sales	\$150.00	o8o Leasing receives all credit
Gross Revenue	\$1,150.00	Total Gross Cash Plus Total Gross Credit
Less Credit Card Fees	\$17.45	Gross Credit Card Sales times 5%, plus \$9.95 monthly fee
Total Net Income	\$1,132.55	Gross Revenue less Credit Card Fees
Revenue Share Percent	50%	Revenue Share Tier at \$901 and over
Subtotal	\$566.28	o8o Leasing's share Per sliding scale
Credit Card o8o Has	\$132.55	Gross Credit less Fees
Total Due	\$433.73	o8o Leasing's Share less CC Net Income

*\*Credit card fees are automatically withdrawn from o8o Leasing's credit card revenue by USA Technologies, the credit card processing company*



o8o Leasing, LLC  
 2604 N 36th Street, Tampa, FL 33605  
 info@hurricanesimulator.com  
 (813) 407-0487

Initials: RSO \_\_\_\_\_



OFFICE OF THE CITY ATTORNEY  
Randy Thomas  
10/12/2021

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C550I COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ADMINISTRATION DIVISION.**

**WHEREAS**, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement for a Konica Minolta Bizhub C550i Copier/Printer to be housed in the Jackson Fire Department, Administration Division; and

**WHEREAS**, Advantage Business System, provides through, state contract 8200038146, a Konica Minolta BizhubC550i Copier/Printer

**WHEREAS**, Advantage Business Systems agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

**WHEREAS**, While in transit, Advantage Business Systems shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

**WHEREAS**, At the time of delivery and during the period Advantage Business System is responsible for maintenance of the equipment, the equipment installation site must conform to Advantage Business Systems published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll- free calls.

**WHEREAS**, The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

**WHEREAS**, If Advantage Business Systems is responsible for providing equipment services, maintenance services (except for time and materials), or warranty service: (1) Advantage Business Systems shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts and the property of Advantage Business Systems, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Advantage Business Systems to install, at no cost to Customer, all retrofits designated by Advantage Business Systems as mandatory or which are designed to insure accuracy of meters.

**WHEREAS**, The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Advantage Business Systems. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Advantage Business Systems; causes other than ordinary use; electrical, or electronic or Interconnection of equipment by electrical, or

Agenda Item #45  
Agenda Date: October 12, 2021  
(OWENS, LUMUMBA)

electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Advantage Business Systems provides, at the request of the Customer, any of these services noted above, the Customer may be billed by Advantage Business at a rate not to exceed the Master State Pries Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

**WHEREAS**, This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

**WHEREAS**, It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance of material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damages, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**WHEREAS**, Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions shall perform the functions indicated by the specifications and documented literature. Advantage Business Systems may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

**WHEREAS**, Advantage Business Systems must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Advantage Business Systems will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

**IT IS HEREBY ORDERED**, that the Mayor be authorized to execute the necessary documents with Advantage Business Systems, providing for a 48-month rental of a Konica Minolta Bizhub C550i Copier/Printer, at a cost of \$246.00 per month and \$0.0062 per b/w & \$.05 per color page, which includes, all toner, parts, drums, labor, service calls & preventative maintenance.

**IT IS FURTHER ORDERED** that payment for said rental be made from the General Fund.

**APPROVED FOR AGENDA:**

	<b>Initials</b>	<b>Date</b>
PURCHASING MANAGER	_____	_____
DIRECTOR	_____	_____
FINANCE	_____	_____
BUDGETED: YES _____ NO _____	_____	<u>001-441-10-6514</u>
EBO	_____	_____
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

ITEM # \_\_\_\_\_

AGENDA DATE: \_\_\_\_\_

BY: OWENS, LUMUMBA

AE  
09/22/2021

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

**September 22, 2021**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Konica Minolta Bizhub C550i
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	3,5,7
3.	<b>Who will be affected</b>	Citizens of Jackson and the metro area
4.	<b>Benefits</b>	To enhance efficiency and work productivity
5.	<b>Schedule (beginning date)</b>	Delivery upon Council approval
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>	Materials copied will be used throughout the City of Jackson and metro area.
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>	The Jackson Fire Department, Fire Training Academy
8.	<b>COST</b>	48 month rental @ \$246.00.00 monthly (B/W @ \$0.0062 per page & color @ \$.05 per page based on single side and letter size image)
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>	001441106514
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:** Chokwe A Lumumba, Mayor  
**FROM:** Willie Owens, Fire Chief  
**DATE:** September 22, 2021  
**RE:** Request for Copier Rental

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The Fire Administration Division of the Jackson Fire Department copier contract is about to expire on their current copier; therefore, we are requesting an upgrade of the current machine. This upgrade will be both cost efficient and work productive in this division. We have decided to use Advantage Business Systems who has provided us with most the affordable price. The lease option is 48-months @ \$246.00 per month which includes the upgrade to Bizhub C550i Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums, @ \$0.0062 per b/w page & \$.05 per color page.

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ac

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2179  
Jackson, Mississippi 39207-2779  
Telephone (601) 960-1799  
Facsimile (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C550I COLOR COPIER PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ADMINISTRATION DIVISION is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *C. Johnson* DATE *10/1/2021*

**RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson Fire Department -Administration (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

**1. CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

**2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

**3. SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

**4. RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

**5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed to or be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

which the Customer shall not unreasonably withhold.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.  
City of

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**

Advantage Business Systems  
Name Donna May  
Title Account Manager  
Address 5442 Executive Place  
City, State, & Zip Code Jackson, MS 39206

**For the Customer:**

City of Jackson Fire Department -Administration  
Name Audrey Evans  
Title Fiscal Officer  
Address 555 S. West St  
City, State, & Zip Code Jackson, MS 39201

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.



For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 14th day of September, 2021.

Vendor: Advantage Business Systems

By: Donna May  
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Customer: City of Jackson Fire Dept.

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

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: 8200056217

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Fire Department -Administration

Bill to Address: 555 S. West St, Jackson, MS 39201

Ship to Address: SAME

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub C550i	\$246.00
PC417 Drawer	
FK514 Fax	
FS539 + RU 513 Finisher	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date:

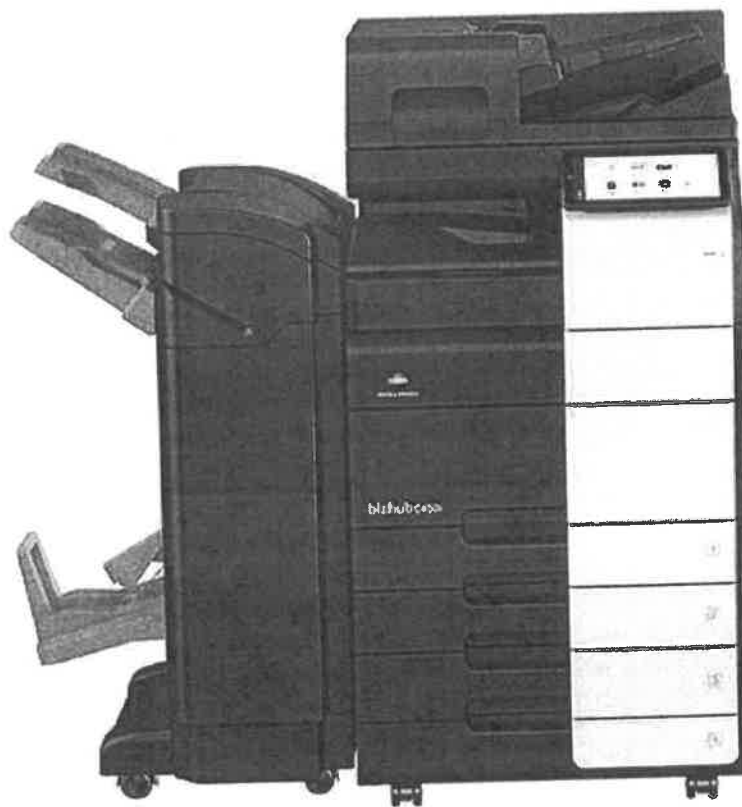
End Date:

Modifications: Maintenance billed monthly @ \$ .0062 for all b/w and \$.05 for all color copies

Donna May  
Vendor Signature

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

Proposal for:



## **Advantage Business Systems**

**5442 Executive Place  
Jackson, MS 39206**

**Donna May (601)362-9192  
Cell (601)317-4298**



September 14, 2021

City of Jackson Fire Department  
355 S West St.  
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C550i. I have put into the proposal pricing from Konica Minolta for exclusive use for The City of Jackson. I hope that we can meet your needs with this pricing and products.

We look forward to continuing to offer you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May  
Senior Account Executive  
Advantage Business Systems

# Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

## Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

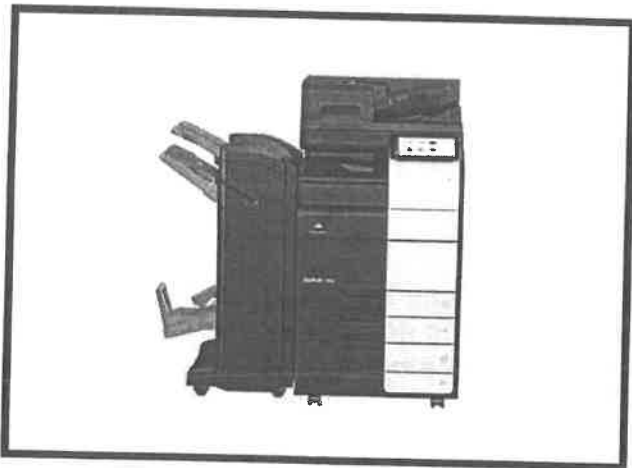
The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

# PROPOSED CONFIGURATION

The Konica Minolta Bizhub C550i Digital Color System provides these features:

- 55 ppm black/white and color
- Dual head scanning @240 pages per minute (handles 300 pages) black/white and color
- First copy output in 3.6 seconds or less
- Warm Up time of less than 22 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers, 1000 sheet drawer, 1500 sheet drawer and 150 sheet intelligent bypass
- Polymerized toner system
- Staple Finisher
- 250 GB Hard Drive
- Standard and custom paper size support up to 12" x 18"
- 10.1" Color Display
- Super 3G Fax
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality (Stores up to 10,000 pages)
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- Print to USB and from USB
- Print from iPad, iPhone or Android devices



- Bizhub C550i Digital Color Copier/Printer
- 2 Drawer Paper Cabinet (1000 sheet Drawer and 1500 sheet drawer)
- Fax Kit
- Staple Finisher

**48 Month Rental:**  
**\$246.00**

## Maintenance Program:

- ❖ All toner cartridges
- ❖ All other consumables except paper
- ❖ All parts, drums, labor and service calls
- ❖ Preventative maintenance procedures
- ❖ Unlimited on-site customer training
- ❖ Can be billed monthly, quarterly or annually

**All b/w copies billed @ \$.0062 and all color billed @ \$.05**  
*(based on single sided, letter sized image)*





**ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS**

**WHEREAS**, there are multiple account line items in the Office of Housing and Community Development budget requiring Council approval to be moved to across categories for the Community Development Block Grant Mississippi Art Center ADA Project and the Emergency Solutions Grant Cares Act Funds; and

**WHEREAS**, the following funds would be revised and reallocated as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
To:	379.71511.6115 (Redistributed Salaries)	\$ 98,000.00
	379.71511.6847 (Data Processing)	\$ 5,001.00
	379.71511.6514 (Equipment Rental)	\$ 5,000.00
	379.71511.6444 (Legal Ads)	\$ 2,000.00
	379.71511.6231 (Computer Supplies)	\$ 10,000.00
	379.71511.6455 (Cell Phone)	\$ 8,000.00
From:	085.96810.6485 (Contract Construction)	\$ 340,000.00
To:	085.96810.6824 (Capital Contract Construction)	\$ 340,000.00
From:	085.96810.6413 (Contract Construction)	\$ 21,256.74
To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

**IT IS, THEREFORE, ORDERED** that the Department of Planning and Development's Fiscal Year 2021 Budget be revised and reallocated for the Community Development Block Grant Mississippi Art Center Project and the Emergency Solutions Grant Cares Act Administrative Funds in the amount of \$489,257.74 as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
To:	379.71511.6115 (Redistributed Salaries)	\$ 98,000.00
	379.71511.6847 (Data Processing)	\$ 5,001.00
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To:	085.96810.6824 (Capital Contract Construction)	\$ 340,000.00
From:	085.96810.6413 (Contract Construction)	\$ 21,256.74
To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

Agenda Item #52  
 Agenda Date: October 12, 2021  
 (HILLMAN, LUMUMBA)

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

DATE: 09/28/2021

	POINTS	COMMENTS
1.	Brief Description	<b>ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS</b>
2.	Purpose	There are multiple account line items in the Office of Housing and Community Development budget requiring Council approval to be moved to across categories
3.	Who will be affected	COJ/HUD Project Mississippi Art Center ADA Project Emergency Solutions Grant Cares Act Administrative Funds
4.	Benefits	
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u>  X  </u> Consultant <u>          </u>	Department of Planning & Development Office of Housing & Community Development
8.	COST	\$489,257.74
9.	Source of Funding General fund <u>      </u> Grant fund <u>  X  </u> Bond <u>          </u> Other <u>          </u>	CDBG MS Art Center Project Account - 085-96810 ESG Cares Admin Account – 379-71510
10.	E. B.O. Participation	ABE <u>      </u> WAIVER <u>      </u> yes <u>      </u> no <u>      </u> N/A <u>      </u> AABE <u>      </u> % WAIVER <u>      </u> yes <u>      </u> no <u>      </u> N/A <u>      </u> WBE <u>      </u> % WAIVER <u>      </u> yes <u>      </u> no <u>      </u> N/A <u>      </u> HBE <u>      </u> % WAIVER <u>      </u> yes <u>      </u> no <u>      </u> N/A <u>      </u> NABE <u>      </u> % WAIVER <u>      </u> yes <u>      </u> no <u>      </u> N/A <u>      </u>

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Lumumba

**FROM:** *JJA* Jordan Hillman, Director  
Department of Planning and Development

**CC:** Valerie Tucker, Interim Deputy Director  
Office of Housing and Community Development

**DATE:** September 15, 2021

**RE:** Agenda Item for September 28, 2021

This agenda item is transferring funding across categories in the Department of Planning and Development's Fiscal Year 2021 Budget to revise and reallocate funds in the Community Development Block Grant Mississippi Art Center Project and the Emergency Solutions Grant Cares Act Administrative Funds in the amount of \$489,257.74 as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
To:	379.71511.6115 (Redistributed Salaries)	\$ 98,000.00
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From:	085.96810.6413 (Contract Construction)	\$ 21,256.74
To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

Should you have any questions or need additional information, please let me know.

/sr



For Office Use Only:	
Manager Approval: _____	Date: _____
Fiscal Officer Approval: <i>Sylvia Roussay</i>	Date: <u>9/15/21</u>

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATION FUNDS is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  


OFFICE OF THE CITY CLERK  
CA

**ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS**

**WHEREAS**, there are multiple account line items in the Office of Housing and Community Development budget requiring Council approval to be moved across categories for the Community Development Block Grant Mississippi Art Center ADA Project and the Emergency Solutions Grant Cares Act Funds; and

**WHEREAS**, the following funds would be revised and reallocated as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
To:	379.71511.6115 (Redistributed Salaries)	\$ 98,000.00
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From:	085.96810.6413 (Contract Construction)	\$ 21,256.74
To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

**IT IS, THEREFORE, ORDERED** that the Department of Planning and Development's Fiscal Year 2021 Budget be revised and reallocated for the Community Development Block Grant Mississippi Art Center Project and the Emergency Solutions Grant Cares Act Administrative Funds in the amount of \$489,257.74 as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
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From:	085.96810.6413 (Contract Construction)	\$ 21,256.74
To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

Agenda Item 53  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

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

DATE: 10/12/2021

	POINTS	COMMENTS
1.	Brief Description	<b>ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS</b>
2.	Purpose	There are multiple account line items in the Office of Housing and Community Development budget requiring Council approval to be moved to across categories
3.	Who will be affected	COJ/HUD Project Mississippi Art Center ADA Project Emergency Solutions Grant Cares Act Administrative Funds
4.	Benefits	
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u>  X  </u> Consultant _____	Department of Planning & Development Office of Housing & Community Development
8.	COST	\$489,257.74
9.	Source of Funding General fund _____ Grant fund <u>  X  </u> Bond _____ Other _____	CDBG MS Art Center Project Account - 085-96810 ESG Cares Admin Account - 379-71510
10.	E. B.O. Participation	ABE _____ WAIVER _____ yes _____ no _____ N/A _____ AABE _____% WAIVER _____ yes _____ no _____ N/A _____ WBE _____% WAIVER _____ yes _____ no _____ N/A _____ HBE _____% WAIVER _____ yes _____ no _____ N/A _____ NABE _____% WAIVER _____ yes _____ no _____ N/A _____

# OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

## MEMORANDUM

**TO:** Mayor Chokwe Lumumba

**FROM:** *JPH* Jordan Hillman, Director  
Department of Planning and Development

**CC:** Valerie Tucker, Interim Deputy Director  
Office of Housing and Community Development

**DATE:** September 30, 2021

**RE:** Agenda Item for October 12, 2021

This agenda item is transferring funding across categories in the Department of Planning and Development's Fiscal Year 2021 Budget to revise and reallocate funds in the Community Development Block Grant Mississippi Art Center Project and the Emergency Solutions Grant Cares Act Administrative Funds in the amount of \$489,257.74 as follows:

To/From	Fund/Account Number	Amount
From:	379.71511.6218 (Office Supplies)	\$128,001.00
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To:	085.96810.6823 (Capital Contract Construction)	\$ 21,256.74

Should you have any questions or need additional information, please let me know.

/sr

For Office Use Only:

Manager Approval: \_\_\_\_\_

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

Fiscal Officer Approval: *Sylvia Louisa*

Date: *9/29/21*

Office of the City Attorney

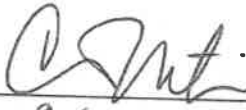

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2021 BUDGET TO REALLOCATE FUNDS ACROSS CATEGORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MISSISSIPPI ART CENTER ADA PROJECT AND THE EMERGENCY SOLUTIONS GRANT CARES ACT ADMINISTRATIVE FUNDS is legally sufficient for placement in NOVUS Agenda. ca

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

DATE:

10/6/21



OFFICE OF THE CITY ATTORNEY  
CTA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339, \$15,567,320.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS**

**WHEREAS**, on September 20, 2021, the U.S. Department of Transportation, Federal Transit Administration announced the availability for Discretionary FY 2021 Competitive Funding Opportunity for Bus and Bus Facilities Discretionary Program and opened the application process for Section 5339 FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2021-008-TPM-BUS; and

**WHEREAS**, this is a competitive grant where an application must be submitted by November 19, 2021; and

**WHEREAS**, the Transit Division will request \$15,567,320.00, in grant funding, which will require a 20% match, \$3,113,464.00 from the City; and

**WHEREAS**, the funds will be used to complete a mid-life rehabilitation of Union Station, an upgrade of the security camera system at JTRAN Administrative and Maintenance Facility ("JAMF") and Union Station, the repair and upgrade of the parking lot at JAMF, an upgrade of the bus wash system, and to purchase fifteen (15) less than 30 feet Hybrid (Diesel-Electric) transit buses; and

**WHEREAS**, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the application and related documents with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$15,567,320.00, with a 20% City match, from Section 5339 FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2021-008-TPM-BUS to aid in the financing of the City's public transportation system.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.


Agenda Item #54  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

# MEMORANDUM

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

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

**FROM:** Christine Welch, Deputy Director  
Office of Transportation

**DATE:** September 23, 2021 

**RE:** Agenda Item for October 12, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$15,567,320.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5339 FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2021-008-TPM-BUS. This grant will help with the continuing efforts to assist Union Station with reaching the forty-year useful life as required by FTA, to maintain the fleet in a State of Good Repair and the continuing efforts to advance the City's public transportation system. The competitive funding grant application will be for \$15,567,320.00 (\$12,453,856.00 federal/\$3,113,464.00 local).

As the recipient of the funds, the City of Jackson agrees that said funds will be used for a mid-life rehabilitation of Union Station, upgrade the security camera system at JAMF and Union Station, repair and upgrade the parking lot at JAMF, upgrade the bus wash system and purchase fifteen (15) less than 30 ft. Hybrid (Diesel-Electric) transit buses.

Said competitive funding grants would require a total in matching funds in the amount \$3,113,464.00 from the City of Jackson. Matching funds will be dependent on the award amount then budgeted in the City of Jackson fiscal years when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/12/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339 IN THE AMOUNT OF \$15,567,320.00</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 & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$15,567,320.00
9.	<b>Source of Funding</b> General Fund X Grant X Bond Other	Grant Fund: Section 5339 FY 2021 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2021-008-TPM-BUS 80%: \$12,453,856.00 General Fund: (20%): \$3,113,464.00
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> _HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

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 THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR BUS AND BUS FACILITIES DISCRETIONARY PROGRAM SECTION 5339, \$15,567,320.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney*

*CSM*  
*Ch*

DATE: 10/6/21

OFFICE OF THE CITY ATTORNEY  
*Ch*

**FTA-2021-008-TPM-BUS****Fiscal Year 2021 Competitive Funding Opportunity; Grants for Buses and Bus****Facilities Program****Department of Transportation****DOT/Federal Transit Administration**

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**GENERAL INFORMATION**

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**Document Type:** Grants Notice  
**Funding Opportunity Number:** FTA-2021-008-TPM-BUS  
**Funding Opportunity Title:** Fiscal Year 2021 Competitive Funding Opportunity; Grants for Buses and Bus Facilities Program  
**Opportunity Category:** Discretionary  
**Opportunity Category Explanation:**  
**Funding Instrument Type:** Grant  
**Category of Funding Activity:** Transportation  
**Category Explanation:**  
**Expected Number of Awards:** 125  
**CFDA Number(s):** 20.526 -- Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs  
**Cost Sharing or Matching Requirement:** Yes

**Version:** Synopsis 1  
**Posted Date:** Sep 20, 2021  
**Last Updated Date:** Sep 20, 2021  
**Original Closing Date for Applications:** Nov 19, 2021  
**Current Closing Date for Applications:** Nov 19, 2021  
**Archive Date:** Dec 19, 2021  
**Estimated Total Program Funding:** \$409,590,000  
**Award Ceiling:** \$40,590,000  
**Award Floor:** \$0

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**ELIGIBILITY**

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**Eligible Applicants:** Others (see text field entitled "Additional Information on Eligibility" for clarification)  
City or township governments  
County governments  
Native American tribal governments (Federally recognized)  
State governments

**Additional Information on Eligibility:** Eligible applicants include designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation. Subrecipients include eligible recipients that receive grant funding under the formula or discretionary programs may allocate amounts from the grant to subrecipients that are public agencies or private nonprofit organizations engaged in public transportation.

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**ADDITIONAL INFORMATION**

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR AMERICAN RESCUE PLAN ADDITIONAL ASSISTANCE IN THE AMOUNT OF \$10,418,112.00**

**WHEREAS**, on September 7, 2021, the U. S. Department of Transportation, Federal Transit Administration announced the availability for funds and opened the application process for FY 2021 Competitive Funding Opportunity: American Rescue Plan (ARP) Additional Assistance with the Opportunity Number of FTA-2021-012-TPM-AAF; and

**WHEREAS**, this is a competitive grant where an application must be submitted by November 8, 2021 to receive the funds; and

**WHEREAS**, the funds will be used for operating expenses for the City of Jackson's public transportation system; and

**WHEREAS**, there is no match required of the City upon acceptance of these funds; and

**WHEREAS**, the Department of Planning and Development through its Transit Division is recommending that the City apply for and accept said award for use in the City's Transit system.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the application and related documents with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$10,418,112.00 from FY 2021 Competitive Funding Opportunity: American Rescue Plan (ARP) Additional Assistance with the Opportunity Number of FTA-2021-012-TPM-AAF to aid in the operating of the City's transit system.

Agenda Item #55  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

# MEMORANDUM

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

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

**FROM:** Christine Welch, Deputy Director  
Office of Transportation *cfw*

**DATE:** September 23, 2021

**RE:** Agenda Item for October 12, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$10,418,112 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section FY 2021 Competitive Funding Opportunity: American Rescue Plan (ARP) Additional Assistance with the Opportunity Number of FTA-2021-012-TPM-AAF. This grant will aid in the operating of the City's transit system. The grant application will be for \$10,418,112 (\$10,418,112 federal/\$0.00 local).

Said grants does not require any matching funds.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/12/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR AMERICAN RESCUE PLAN ADDITIONAL ASSISTANCE IN THE AMOUNT OF \$10,418,112
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 & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$10,418,112
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	FY 2021 Competitive Funding Opportunity: American Rescue Plan (ARP) Additional Assistance with the Opportunity Number of FTA-2021-012-TPM-AAF Grant (100%): \$10,418,112 General Fund (0%): \$0.00
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY  
CG

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR AMERICAN RESCUE PLAN ADDITIONAL ASSISTANCE IN THE AMOUNT OF \$10,418,112.00 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*



DATE: 10/6/21

Chandra Gayten, *Deputy City Attorney*





**FTA-2021-012-TPM-AAF**  
**American Rescue Plan (ARP) Additional Assistance**  
**Department of Transportation**  
**DOT/Federal Transit Administration**

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**GENERAL INFORMATION**

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**Document Type:** Grants Notice  
**Funding Opportunity Number:** FTA-2021-012-TPM-AAF  
**Funding Opportunity Title:** American Rescue Plan (ARP) Additional Assistance  
**Opportunity Category:** Discretionary  
**Opportunity Category Explanation:**  
**Funding Instrument Type:** Grant  
**Category of Funding Activity:** Transportation  
**Category Explanation:**  
**Expected Number of Awards:** 200  
**CFDA Number(s):** 20.507 – Federal Transit Formula Grants  
20.509 – Formula Grants for Rural Areas and Tribal Transit Program  
**Cost Sharing or Matching Requirement:** No

**Version:** Synopsis 1  
**Posted Date:** Sep 07, 2021  
**Last Updated Date:** Sep 07, 2021  
**Original Closing Date for Applications:** Nov 08, 2021  
**Current Closing Date for Applications:** Nov 08, 2021  
**Archive Date:** Dec 08, 2021  
**Estimated Total Program Funding:** \$2,207,561,294  
**Award Ceiling:**  
**Award Floor:**

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**ELIGIBILITY**

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**Eligible Applicants:** Native American tribal governments (Federally recognized)  
Others (see text field entitled "Additional Information on Eligibility" for clarification)  
State governments

**Additional Information on Eligibility:** Eligible applicants include eligible recipients of Urbanized Area Formula funds (49 U.S.C. 5307) or Rural Area Formula funds (49 U.S.C. 5311) who, as a result of COVID-19, require additional assistance. This includes Indian tribes that are eligible recipients of Urbanized Area Formula funds or Rural Area Formula funds. Only designated and direct recipients under those programs, including States and Indian tribes, may apply directly to FTA under this NOFO.

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**ADDITIONAL INFORMATION**

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**Agency Name:**

DOT/Federal Transit Administration

**Description:**

The Federal Transit Administration (FTA) announces the opportunity to apply for \$2,207,561,294 in discretionary grants under the American Rescue Plan Act's Additional Assistance Funding (Additional Assistance Funding). As required by the American Rescue Plan Act, funds will be awarded to eligible recipients or eligible subrecipients of Urbanized Area Formula funds or Rural Area Formula funds that, as a result of the Coronavirus disease 2019 (COVID-19), require additional assistance for costs related to operations, personnel, cleaning, and sanitization combating the spread of pathogens on transit systems, and debt service payments incurred to maintain operations and avoid layoffs and furloughs.

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

**Link to Additional Information:** FTA Notices of Funding Opportunity

**Grantor Contact Information:** If you have difficulty accessing the full announcement electronically, please contact:

FTA Office of Program Management  
202-366-3062  
FTAarpassistance@dot.gov

FTAarpassistance@dot.gov

FTAarpassistance@dot.gov



CA

**ORDER AUTHORIZING THE CITY OF JACKSON TO BECOME THE RESPONSIBLE ENTITY FOR ENVIRONMENTAL REVIEWS NECESSARY FOR HABITAT FOR HUMANITY, MISSISSIPPI CAPITAL AREA'S SELF-HELP HOMEOWNERSHIP OPPORTUNITY PROGRAM (SHOP) FUNDED PROJECTS AND SERVE AS THE CERTIFYING OFFICER FOR SAID PROJECTS. (ALL WARDS)**

**WHEREAS**, the Department of Planning and Development, Office of Housing and Community Development, works with Habitat for Humanity Mississippi Capital Area frequently on projects funded by the City's annual allocation of HOME Investment Partnership Program (HOME) funds; and

**WHEREAS**, the Office of Housing and Community Development completes Environmental Reviews for all projects funded utilizing grant funds received from the U. S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City of Jackson currently serves as the Responsible Entity for the Environmental Reviews prepared per Part 58 Regulations, and

**WHEREAS**, the Self-help Homeownership Opportunity Program's oversight division is HUD's Office of Rural Housing and Economic Development, which does not have a local presence in the HUD's Jackson local field office; and

**WHEREAS**, it was recommended by HUD's Jackson local field office staff that Habitat for Humanity Mississippi Capital seek assistance from the City of Jackson, the current Responsible Entity for Jackson, MS projects; and

**WHEREAS**, the Office of Housing and Community Development has staffed trained in the Environmental Review process and is recommending that the City of Jackson become the Responsible Entity for Environmental Reviews necessary for Habitat for Humanity Mississippi Capital Area's SHOP funded projects.

**IT IS, THEREFORE, ORDERED** that the City of Jackson is authorized to be the Responsible Entity for Environmental Reviews necessary for Habitat for Humanity Mississippi Capital Area's SHOP funded projects and serve as the Certifying Officer for said projects.

Agenda Item #56  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

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

**DATE: 10/12/2021**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE CITY OF JACKSON TO BECOME THE RESPONSIBLE ENTITY FOR ENVIRONMENTAL REVIEWS NECESSARY FOR HABITAT FOR HUMANITY, MISSISSIPPI CAPITAL AREA'S SELF-HELP HOMEOWNERSHIP OPPORTUNITY PROGRAM (SHOP) FUNDED PROJECTS AND THAT THE MAYOR BE AUTHORIZED TO EXECUTE, WHEN NECESSARY, REQUEST FOR RELEASE OF FUNDS DOCUMENTS FOR SAID PROJECTS. (ALL WARDS)</b>
2.	<b>Purpose</b>	To assist Habitat for Humanity with SHOP funded projects.
3.	<b>Who will be affected</b>	Citizens of Jackson.
4.	<b>Benefits</b>	SHOP funded projects add owner-occupied units in Jackson, MS
5.	<b>Schedule (beginning date)</b>	N/A
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if</b> <b>applicable</b>	City-wide
7.	<b>Action implemented by:</b> <b>City Department <u>  X  </u></b> <b>Consultant</b>	Department of Planning and Development. Office of Housing & Community Development.
8.	<b>COST</b>	\$0
9.	<b>Source of Funding</b> <b>General fund _____</b> <b>Grant _____</b> <b>Bond _____</b> <b>Other _____</b>	
10.	<b>E. B.O. Participation</b>	<b>ABE _____ % WAIVER _____ yes _____ no _____ N/A _____</b> <b>AABE _____ % WAIVER _____ yes _____ no _____ N/A _____</b> <b>WBE _____ % WAIVER _____ yes _____ no _____ N/A _____</b> <b>HBE _____ % WAIVER _____ yes _____ no _____ N/A _____</b> <b>NABE _____ % WAIVER _____ yes _____ no _____ N/A _____</b>

**Office of Housing &  
Community Development**

**MEMORANDUM**

**TO:** Mayor Chokwe A. Lumumba

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

**DATE:** September 30, 2021

**RE:** Agenda Item for October 12, 2021, City Council Meeting

Habitat for Humanity Mississippi Capital Area made request through the Office of Housing and Community for the City of Jackson to become the Responsible Entity for Self-help Homeownership Opportunity Program (SHOP) funded projects. The Office of Housing and Community Development is trained and willing to review Environment Reviews completed by Habitat staff for completeness and accuracy.

It is a common practice for the local jurisdictions to act as the Responsible Entity for non-profit organizations that receive direct funding from the U. S. Department of Housing and Urban Development (HUD). In the past, Habitat's SHOP funded projects' Environmental Reviews were completed by the Office of Rural Housing and Economic Development. However, due to organizational changes, Habitat was instructed to complete Environmental Reviews. Unfortunately, Habitat can not act as its own Responsible Entity and would either have to submit Environmental Reviews to the Office of Rural Housing and Economic Development in HUD Headquarters located in Washington D.C., or seek assistance form the Local Jurisdiction. Habitat was informed that the time-efficient option is to ask the local jurisdiction for local assistance.

The Mayor will only have to execute documents for Environmental Reviews that are unable to convert to an "Exempt" status and require the Request of Release of Funds process. There will be no cost to the City of Jackson for this action, except staff time.

Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE CITY OF JACKSON TO BECOME THE RESPONSIBLE ENTITY FOR ENVIRONMENTAL REVIEWS NECESSARY FOR HABITAT FOR HUMANITY, MISSISSIPPI CAPITAL AREA'S SELF-HELP HOMEOWNERSHIP OPPORTUNITY PROGRAM (SHOP) FUNDED PROJECTS AND SERVE AS THE CERTIFYING OFFICER FOR SAID PROJECTS. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda. ca

Catoria Martin, *Interim City Attorney*



DATE: 10/6/21

Chandra Gayten, *Deputy City Attorney*





**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH NEW WAY MISSISSIPPI, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)**

ca

**WHEREAS**, on July 9, 2019 the City Council adopted an Order, recorded in Minute Book 6-P, page 362 authorizing the Mayor to submit the City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of \$1,444,552.00 in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, on September 1, 2020, the City Council adopted an Order, recorded in Minute Book 6R, pages 546-547 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2019 One-Year Action Plan of the Consolidated Plan; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with New Way Mississippi, Inc. to expend ESG CARES Act funds in an amount not to exceed \$136,664.92 to prepare, prevent and respond to the Coronavirus to residents of the City of Jackson's Metropolitan Statistical Area, beginning March 1, 2020 through October 31, 2021.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with New Way Mississippi, Inc. to expend ESG CARES Act funds in an amount not to exceed \$136,664.92, to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning March 1, 2020 through October 31, 2021.

Agenda Item #57  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

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

10/12/21  
DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH NEW WAY MISSISSIPPI, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)</b>
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons
4.	<b>Benefits</b>	To prepare, prevent and respond to the Coronavirus in the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	<b>Action implemented by:</b> City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	<b>COST</b>	\$136,664.92
9.	<b>Source of Funding:</b>  General Fund _____ Grant <input checked="" type="checkbox"/> Bond _____ Other _____	2020 ESG CARES Act
	<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 ___

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** *OK* Jordan Hillman, Director  
Planning and Development  
**DATE:** September 28, 2021  
**RE:** Agenda Item for October 12, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with New Way Mississippi to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

The contract will cover costs of services beginning March 1, 2020 through October 31, 2021 in the amount of \$136,664.92.

Should you have any questions, please contact me at ext. 2155.

cc: Valerie Tucker, Interim Deputy Director, Department of Planning and Development  
Linda Caldwell, Assistant Manager, Development Assistance Division

For Office Use Only:

Manager Approval: *[Signature]*

Date: *9-30-21*

Fiscal Officer Approval: *[Signature]*

Date: *9/30/21*

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
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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 APPLICATION AND RELATED DOCUMENTS WITH NEW WAY MISSISSIPPI, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS) is legally sufficient for placement in NOVUS Agenda. ca

Catoria Martin, *Interim City Attorney* CSM  
Chandra Gayten, *Deputy City Attorney* Ca

DATE: 10/6/21

CTA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR ROUTE PLANNING RESTORATION PROGRAM IN THE AMOUNT OF \$1,000,000**

**WHEREAS**, on September 14, 2021, the U. S. Department of Transportation, Federal Transit Administration announced the availability for funds and opened the application process for FY 2021 Competitive Funding Opportunity: Route Planning Restoration Program with the Opportunity Number of FTA-2021-007-TPE; and

**WHEREAS**, this is a competitive grant where an application must be submitted by November 14, 2021 to receive the funds; and

**WHEREAS**, the funds will be used to fund the new transit system to increase ridership, make efficient connectivity, expand the service, and reduce travel time; and

**WHEREAS**, there is no match required of the City upon acceptance of these funds; and

**WHEREAS**, the Department of Planning and Development through its Transit Division is recommending that the City apply for and accept said award for use in the City's Transit system.


**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the application and related documents with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$1,000,000.00 from FY 2021 Competitive Funding Opportunity: Route Planning Restoration Program with the Opportunity Number of FTA-2021-007-TPE to aid in the financing of new transit system.

Agenda Item #58  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

# MEMORANDUM

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

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

**FROM:** Christine Welch, Deputy Director  
Office of Transportation 

**DATE:** September 23, 2021

**RE:** Agenda Item for October 12, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$1,000,000.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section FY 2021 Competitive Funding Opportunity: Route Planning Restoration Program with the Opportunity Number of FTA-2021-007-TPE. This grant will aid in the financing of new transit system. The grant application will be for \$1,000,000.00 (\$1,000,000.00 federal/\$0.00 local).

Said grant does not require matching funds from the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/12/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR ROUTE PLANNING RESTORATION PROGRAM IN THE AMOUNT OF \$1,000,000</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	All residents and visitors of the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transportation Planning Division
8.	<b>COST</b>	\$1,000,000.00
9.	<b>Source of Funding</b> <b>General Fund X</b> <b>Grant X</b> <b>Bond</b> <b>Other</b>	FY 2021 Competitive Funding Opportunity: Areas of Persistent Poverty Program with the Opportunity Number of FTA-2021-005-TPE Grant (100%): \$1,000,000.00 General Fund (0%): \$0.00
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>

Office of the City Attorney

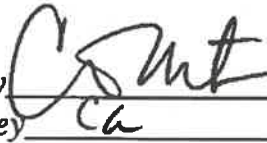
455 East Capitol Street  
Post Office Box 2779  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR DISCRETIONARY FY 2021 COMPETITIVE FUNDING OPPORTUNITY FOR ROUTE PLANNING RESTORATION PROGRAM IN THE AMOUNT OF \$1,000,000 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney*

  
Ch

DATE: 10/6/21

OFFICE OF THE CITY ATTORNEY  
CA





**FTA-2021-007-TPE**  
**FY 2021 Competitive Funding Opportunity: Route Planning Restoration Program**  
Department of Transportation  
DOT/Federal Transit Administration

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**GENERAL INFORMATION**

**Document Type:** Grants Notice  
**Funding Opportunity Number:** FTA-2021-007-TPE  
**Funding Opportunity Title:** FY 2021 Competitive Funding Opportunity: Route Planning Restoration Program  
**Opportunity Category:** Discretionary  
**Opportunity Category Explanation:**  
**Funding Instrument Type:** Grant  
**Category of Funding Activity:** Transportation  
**Category Explanation:**  
**Expected Number of Awards:** 25  
**CFDA Number(s):** 20.505 – Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research  
**Cost Sharing or Matching Requirement:** No

**Version:** Synopsis 8  
**Posted Date:** Sep 14, 2021  
**Last Updated Date:** Sep 14, 2021  
**Original Closing Date for Applications:** Nov 14, 2021  
**Current Closing Date for Applications:** Nov 15, 2021  
**Archive Date:** Dec 15, 2021  
**Estimated Total Program Funding:** \$25,000,000  
**Award Ceiling:** \$1,000,000  
**Award Floor:**

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**ELIGIBILITY**

**Eligible Applicants:** State governments  
City or township governments  
Native American tribal governments (Federally recognized)  
County governments  
Special district governments

**Additional Information on Eligibility:** Applicants must be eligible recipients under Section 5307 of Title 49, United States Code (FTA's Urbanized Area Formula Grants program), as of the publication date of this NOFO on GRANTS.GOV. Additionally, applicants must have experienced a reduction in transit service any time on or after January 20, 2020, as a result of the COVID-19 pandemic.

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**ADDITIONAL INFORMATION**

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**ORDER AMENDING JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FOR THE HOME FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00. (WARD 5)**

**WHEREAS**, the City of Jackson receives an annual allocation from the U. S. Department of Housing and Urban Development (HUD) of HOME Investment Partnership Grant (HOME) Funds to provide decent, safe and affordable housing to low- and moderate-income residents; and

**WHEREAS**, the Office of Housing and Community Development has a mission, in part, to assist in ensuring that all neighborhoods are free of blight, are quality livable places, and have access to resources and services; and

**WHEREAS**, the City of Jackson signed funding approval and grant agreements for Grant Number M-19-MC-28-0200 on December 4, 2019, and M-20-MC-28-0200 on August 20, 2021 for the HOME Investment Partnership Program; and

**WHEREAS**, On June 22, 2021, as recorded in Minute Book 6T, pages 211 – 212, the City Council authorized the award of \$543,507.00 for five (5) HOME funded units to the Gulf Coast Housing Partnership, Inc; and

**WHEREAS**, due to coronavirus construction costs increases, the Gulf Coast Housing Partnership, Inc. was required to increase the budget for the development of the Pearl Senior Living Community, and

**WHEREAS**, HOME regulations require the City of Jackson to review and approve proposals for HOME funding according to all the regulation found at 24 CFR 92; and

**WHEREAS**, the Office of Housing and Community Development has reviewed the proposal submitted by Gulf Coast Housing for the Pearl Senior Living Community and determined that it is eligible for funding for the construction/rehabilitation of seven (7), instead of five (5) of the total 76 units that will be available for low-income senior citizens; and

**WHEREAS**, Gulf Coast Housing Partnership provided documentation that demonstrated the increased construction costs per unit and the need to fund additional units, thereby, increasing the cost of HOME Investment Partnership Program funds that are needed from \$543,507.00 to \$1,165,438.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with Gulf Coast Housing Partnership, Inc. increasing the cost of the HOME funded rental rehabilitation/construction project from \$543,507.00 to \$1,165,438.00.

Agenda Item #59  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 10/12/2021

	POINTS	COMMENTS
1.	Brief Description	AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO IMPLEMENT THE HOME FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY IN AN AMOUNT NOT TO EXCEED \$1,165,438.00. (WARD 5)
2.	Purpose	To provide decent, safe and affordable rental housing in the city of Jackson.
3.	Who will be affected	Citizens of Jackson.
4.	Benefits	It will allow a presently vacant and dilapidated property to be rehabilitated and occupied.
5.	Schedule (beginning date)	Upon approval and in compliance with scope of work in application agreement.
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Ward 5
7.	Action implemented by: City Department <u>  X  </u> Consultant _____	Department of Planning and Development. Office of Housing & Community Development.
8.	COST	\$1,165,438.00
9.	Source of Funding General fund _____ Grant <u>  X  </u> Bond _____ Other _____	HOME funds - Grant number: M-19-MC-28-0200 and M-20-MC-28-0200
10.	E. B.O. Participation	ABE _____ %    WAIVER _____ yes ___ no ___ N/A _____ AABE _____ %    WAIVER _____ yes ___ no ___ N/A _____ WBE _____ %    WAIVER _____ yes ___ no ___ N/A _____ HBE _____ %    WAIVER _____ yes ___ no ___ N/A _____ NABE _____ %    WAIVER _____ yes ___ no ___ N/A _____

# Office of Housing & Community Development

## MEMORANDUM

**TO:** Mayor, Chokwe A. Lumumba  
**FROM:** Jordan Hillman, Director, Department of Planning  
**DATE:** September 30, 2021  
**RE:** Agenda Item for October 12, 2021, City Council Meeting

Gulf Coast Housing Partnership (GCHP) is being awarded HOME funds to renovate the historic Jackson Holiday Inn Southwest site, located at 2649 Highway 80 West in Jackson, into a 75-unit affordable senior housing development (55+), a manager's unit and a Federally Qualified Health Care Clinic.

Of these 76 total units, there will be 53 one bedroom and 23 two-bedroom units. 16 units will be affordable to households making below 30% of Area Median Income (AMI); 30 will be affordable to households making below 50% of AMI, and 29 will be affordable to households making below 60% of AMI. The building will also contain a spacious lobby, manager's office, fitness center, community room with kitchen, elevators, and a secure, spacious courtyard with gazebo for the enjoyment the residents. A washer, dryer, dishwasher, energy star refrigerator, walk in closets, and ceiling fans in all living rooms and bedrooms will be provided in each unit. Furthermore, the development will meet National Green Building Standard's Silver Level and will be a smoke-free development to promote a healthy living environment for all residents. Residents will also receive supportive services, at no cost, which will include, but are not limited to financial literacy education and career readiness classes.

The Gulf Coast Housing Partnership has realized budget increases in construction costs that weres caused by prevailing construction costs increases all over the country. The original award amount was for \$543,507.00 for five (5) units. We will increase the amount to \$1,165,438 and the number of units to seven (7) units. The project cost increased by the following amounts:

Unit Type	Sq. Ft	Old Cost	New Cost	Increase/unit
1 br / 1 ba	642	\$100,847	\$149,822	\$48,975.00
2 br/ 2 ba	767	\$240,966	\$178,993	\$58,510.00

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 AMENDING JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FOR THE HOME FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00. (WARD 5) is legally sufficient for placement in NOVUS Agenda. ca

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

*C. Martin*  
*Ch*

DATE:

10/6/21

OFFICE C

ATTORNEY  
C. H. T.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF JACKSON AND VOICE OF CALVARY MINISTRIES TO IMPLEMENT THE 2018 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS TO PROVIDE DOWN PAYMENT ASSISTANCE. (ALL WARDS)**

**WHEREAS**, the governing authorities authorized the Mayor to execute any and all documents related to the U.S. Department of Housing and Urban Development and the City of Jackson's 2018 One-Year Action Plan of the 2015-2019 Consolidated Plan by Order of the City Council dated July 3, 2018, Minute Book 6N, Page 319; and

**WHEREAS**, the City of Jackson receives an annual allocation from the U. S. Department of Housing and Urban Development (HUD) of HOME Investment Partnership Grant (HOME) Funds to provide decent, safe and affordable housing to low- and moderate-income residents; and

**WHEREAS**, the Office of Housing and Community Development has included assistance to homebuyers seeking to purchase housing in the City of Jackson as a priority in the 2015-2019 5-Year Consolidated plan approved by HUD; and

**WHEREAS**, on December 10, 2018, the City of Jackson signed a funding approval and grant agreement for Grant Number M-18-MC-28-0200 in the amount of \$275,000.00 for the HOME Investment Partnership Program; and

**WHEREAS**, the Voice of Calvary Ministries has been designated by the City of Jackson as non-profit subrecipients for the purpose of providing down payment assistance to households that meet the HUD specified income requirements to purchase properties located in the City of Jackson, Mississippi; and

**WHEREAS**, by Order entered on May 28, 2019, Minute Book 6P, Pages 223-224, the governing authorities authorized an agreement between the City of Jackson and Voice of Calvary Ministries to operate the City Down Assistance Program; and

**WHEREAS**, after the agreement was executed, the 2020 pandemic occurred, which caused a shut-down, with only \$7,500.00 having been expended from the allotted funds; and

**WHEREAS**, the agreement between the City of Jackson and Voice of Calvary expired on August 31, 2021, with a \$267,500.00 remaining in the HOME funds; and

**WHEREAS**, HUD has requested that the Office of Housing and Community Development entered into a subsequent agreement with Voice of Calvary Ministries to expend the remaining funds; and


**WHEREAS**, the Office of Housing and Community Development is recommending that the Mayor be authorized to execute an agreement and related documents with Voice of Calvary Ministries for eighteen (18) months to expend the remaining \$267,500.00 balance of the HOME funds to implement the Down Payment Assistance Program.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an agreement and related documents with Voice of Calvary Ministries for eighteen (18) months to expend the remaining \$267,500.00 balance in the HOME funds to implement the Down Payment Assistance Program.

Agenda Item #60  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

## MEMORANDUM

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

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

Valerie Tucker, Deputy Director  
Office of Housing & Community Development

**DATE:** September 30, 2021

**RE:** Agenda Item for October 12<sup>th</sup>, 2021, City Council Meeting

The attached agenda item is to authorize the Mayor to enter into a contract with Voice of Calvary Ministries (VOCM) for the purpose of providing down payment assistance to households that meet the HUD specified income requirements to purchase properties as their primary residence, located in the City of Jackson, MS.

The City of Jackson certifies every year that efforts will be taken to affirmatively further fair housing as a condition of receiving funding from the U. S. Department of Housing and Urban Development (HUD). To that end, Down Payment Assistance Programs (DPA) give low- and moderate-income families the opportunity to access higher opportunity areas which is one of the key avenues to Affirmatively Further Fair Housing. In addition, Down Payment Assistance is one of the primary ways low- and moderate-income families access decent safe and affordable housing.

Voice of Calvary Ministries and the City of Jackson previously entered into a DPA contract in the amount of \$275,000.00 with an effective date of November 6<sup>th</sup>, 2019 which expired on August 30, 2021 due to the pandemic and subsequent shut-down. The new contract will be for the remaining balance of the HOME funds of \$267,500.00. The agency will have 18 months to expend these funds. The order was issued on Tuesday, May 28, 2019 at 6:00 P.M. and recorded in Minute Book 6P on pages 223 & 224. These funds are being provided through HOME grant awards from HUD; grant agreement M-18-MC-28-0200 signed on December 10, 2018.



## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 09/29/2021

POINTS		COMMENTS																									
1.	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF JACKSON AND VOICE OF CALVARY MINISTRIES TO IMPLEMENT THE 2018 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS TO PROVIDE DOWN PAYMENT ASSISTANCE. (ALL WARDS)																									
2.	<b>Purpose</b>	To provide Down Payment Assistance funds to eligible households seeking to purchase residential properties in the City of Jackson																									
3.	<b>Who will be affected</b>	Citizens of Jackson.																									
4.	<b>Benefits</b>	It will allow homebuyers to qualify for mortgages that normally may be unable to provide the necessary down payment.																									
5.	<b>Schedule (beginning date)</b>	N/A																									
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City-wide																									
7.	<b>Action implemented by:</b> <b>City Department</b> <input checked="" type="checkbox"/> <b>Consultant</b> _____	Department of Planning and Development. Office of Housing & Community Development.																									
8.	<b>COST</b>	\$267,500																									
9.	<b>Source of Funding</b> <b>General fund</b> _____ <b>Grant</b> <input checked="" type="checkbox"/> <b>Bond</b> _____ <b>Other</b> _____	HOME funds grant numbers M-18-MC-28-0200																									
10.	<b>E. B.O. Participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE _____ %</td> <td style="width: 25%;">WAIVER _____</td> <td style="width: 25%;">yes _____</td> <td style="width: 25%;">no _____</td> <td style="width: 20%;">N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</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 _____																							

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 AN AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF JACKSON AND VOICE OF CALVARY MINISTRIES TO IMPLEMENT THE 2018 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS TO PROVIDE DOWN PAYMENT ASSISTANCE. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney*

*CA*  
*CA*

DATE:

*10/6/21*

**ORDER RATIFYING PURCHASES OF NECESSARY PARTS, EQUIPMENT AND SERVICES FROM DUNCAN PARKING TECHNOLOGIES, INC. UNDER A SIXTY-MONTH TERM CONTRACT AND AUTHORIZING PAYMENT TO SAID VENDOR (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
10-5-2021  
10-5-2021

**WHEREAS**, the Parking Meter Division of the Department of Public Works had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's Parking Meter System; and

**WHEREAS**, the funds for these purchases were budgeted in the Parking Meter Outlay account of the Department of Public Works General Fund Budget; and

**WHEREAS**, the purchase and procurement of these necessary parts, equipment, and services was done through an existing, valid sixty-month term contract, but without specific order of this City Council authorizing the payments; and

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's parking meter system; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City's parking meter system, the Parking Meter Division is requesting that the purchases and procurement of services from Duncan Parking Meter Technologies, Inc. be ratified and authorized for payment:

	<b>Date</b>	<b>Vendor Name</b>	<b>Purchases/Services</b>	<b>Amount</b>
1.	8/31/2021	Duncan Parking Technologies, Inc.	Extended Warranty – Liberty Mechanisms for 2021-2022	\$3,900
2.	9/3/2021	Duncan Parking Technologies, Inc.	Sensor Gateway Fees - Wireless	\$36.00
3.	9/3/2021	Duncan Parking Technologies, Inc.	PEMS Software	601.25
4.	9/3/2021	Duncan Parking Technologies, Inc.	Autotrax Sensor	\$351.00
				\$4,888.25

**IT IS, THEREFORE, ORDERED** that the purchases and procurement of services from Duncan Parking Technologies, Inc. be authorized and payments made to Duncan Parking Technologies, Inc. at a cost not to exceed \$4,888.25.

Agenda Item #61  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

Duncan Parking Technologies, Inc.  
 a Division of CivicSmart, Inc.  
 P.O. Box 14777  
 West Allis, WI 53214

Invoice	DPT041534
Date	9/3/2021
Page	1
Original SO	SO17529

**PLEASE NOTE REMITTANCE ADDRESS HAS CHANGED**

**Bill To:**

CITY OF JACKSON		
FINANCE DIVISION/ACCTS PAYABLE		
P.O. BOX 17		
JACKSON	MS	39205-0017

**Ship To:**

CITY OF JACKSON		
FINANCE DIVISION/ACCTS PAYABLE		
P.O. BOX 17		
JACKSON MS	39205-0017	

Purchase Order No.		Customer ID		Tracking #		Shipping Method		Payment Terms		Salesperson	
		JAC00003				GROUND		NET 30		FM	
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price			
6	6	0	SENSOR GATEWAY	Gateway Fees - Wireless September 2021		\$0.00000	\$6.00000	\$36.00			

Subtotal	\$36.00
Misc	\$0.00
Tax	\$0.00
Freight&Handling	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$36.00</b>

For Invoice Inquiries, please call (414)335-4157  
 For Purchasing Inquiries, please call (414)877-5481, Opt. 1  
 For Customer Service, please call (414)877-5481, Opt. 2

Duncan Parking Technologies, Inc.  
 a Division of CivicSmart, Inc.  
 P.O. Box 14777  
 West Allis, WI 53214

Invoice	DPT041593
Date	9/3/2021
Page	1
Original SO	SO17527

**PLEASE NOTE REMITTANCE ADDRESS HAS CHANGED**

**Bill To:**

CITY OF JACKSON		
FINANCE DIVISION/ACCTS PAYABLE		
P.O. BOX 17		
JACKSON	MS	39205-0017

**Ship To:**

CITY OF JACKSON		
FINANCE DIVISION/ACCTS PAYABLE		
P.O. BOX 17		
JACKSON MS	39205-0017	

Purchase Order No.		Customer ID		Tracking #		Shipping Method	Payment Terms	Salesperson
		JAC00003				GROUND	NET 30	FM
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
91	91	0	LIBERTY AUTOTRAX	Liberty PEMS Fee Single Space		\$0.00	\$5.50	\$500.50
13	13	0	LIBERTY AUTOTRAX	Liberty PEMS Fee Dual Space September 2021		\$0.00	\$7.75	\$100.75

<b>Subtotal</b>	\$601.25
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight&amp;Handling</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$601.25

For Invoice Inquiries, please call (414)335-4157  
 For Purchasing Inquiries, please call (414)877-5481, Opt. 1  
 For Customer Service, please call (414)877-5481, Opt. 2

Duncan Parking Technologies, Inc.  
 a Division of CivicSmart, Inc.  
 P.O. Box 14777  
 West Allis, WI 53214

Invoice	DPT041518
Date	9/3/2021
Page	1
Original SO	SO17528

**PLEASE NOTE REMITTANCE ADDRESS HAS CHANGED**

**Bill To:**

CITY OF JACKSON  
 FINANCE DIVISION/ACCTS PAYABLE  
 P.O. BOX 17  
 JACKSON MS 39205-0017

**Ship To:**

CITY OF JACKSON  
 FINANCE DIVISION/ACCTS PAYABLE  
 P.O. BOX 17  
 JACKSON MS 39205-0017

Purchase Order No.		Customer ID		Tracking #		Shipping Method		Payment Terms		Salesperson	
		JAC00003				GROUND		NET 30		FM	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price				
117	117	0	SENSOR AUTOTRAX	Sensor Wireless Fees September 2021	\$0.00	\$3.00	\$351.00				

<b>Subtotal</b>	\$351.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight&amp;Handling</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$351.00

For Invoice Inquiries, please call (414)335-4157  
 For Purchasing Inquiries, please call (414)877-5481, Opt. 1  
 For Customer Service, please call (414)877-5481, Opt. 2

Department of Planning and Development



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

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jordan Rae Hillman, AICP, Director  
Marlin King, Director

**Date:** September 30, 2021

**Subject:** Agenda Item

Attached you will find an item for the agenda approving payments to Duncan Parking Technologies, Inc. These are routine payments made under the contract and term bid that was approved on October 1, 2019. The order approving the parking meter contract authorized a 60-Month term bid. It further ordered those subsequent years required appropriation of funding by the City Council.

The City Council in its FY 21 budget did allocate \$85,000 for the Parking Meter Outlay line item. Payments have been made throughout the FY 21 year as planned. In September the Finance division determined that the contract, and budget line item were no longer sufficient and required that these payments be ratified by council.

We will send a separate agenda item allocating the budgeted FY 21 Parking Meter Outlay funds so that payments can be made routinely.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/5//2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>		
1.	<b>Brief Description</b>	<b>ORDER RATIFYING PURCHASES OF NECESSARY PARTS, EQUIPMENT AND SERVICES FROM DUNCAN PARKING TECHNOLOGIES, INC. UNDER A SIXTY-MONTH TERM CONTRACT AND AUTHORIZING PAYMENT TO SAID VENDOR.</b>		
2.	<b>Purpose</b>	Pay parking meter operation and maintenance expenses		
3.	<b>Who will be affected</b>	The City Parking Meter Program and users of City parking meters.		
4.	<b>Benefits</b>	Allows for the continued operation of City parking meters and their continued upgrade		
5.	<b>Schedule (beginning date)</b>	N/A		
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>	Ward 7		
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development and Department of Public Works		
8.	<b>COST</b>	\$4,888.25		
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 4613 6813		
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>		



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  
10/6/21


## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PURCHASES OF NECESSARY PARTS, EQUIPMENT AND SERVICES FROM DUNCAN PARKING TECHNOLOGIES, INC. UNDER A SIXTY-MONTH TERM CONTRACT AND AUTHORIZING PAYMENT TO SAID VENDOR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

10/6/21

DATE

**AGREEMENT BETWEEN THE CITY OF JACKSON  
AND DUNCAN PARKING TECHNOLOGIES, INC. (DPTI) FOR  
PARKING METER PROJECT AND RELATED EQUIPMENT, SOFTWARE &  
SERVICES**

**THIS AGREEMENT** is entered into this 12th day of December, 2019 between the City of Jackson, a municipal corporation organized under the laws of the State of Mississippi (hereinafter referred to as "the City"), and Duncan Parking Technologies, Inc. (DPTI) (hereinafter referred to as "Contractor").

**WHEREAS**, the City manages its own parking meter program; and

**WHEREAS**, the City has been using mechanical meters, some of which are in excess of 30 years old and are in need of being replaced and upgraded; and

**WHEREAS**, the City desires to continue the management of its parking meter program using City employees; and

**WHEREAS**, the City desires to proceed with the replacement and upgrade of meters in phases contingent upon the funding available from operations of the Parking Meter Program; and

**WHEREAS**, to this end, the City advertised for competitive proposals to supply new parking meter equipment along with the associated computer software and services; and

**WHEREAS**, Duncan Parking Technologies, Inc. was selected as the lowest and best proposal; and

**WHEREAS**, the parties intend to execute a phased project consisting of the installation of parking meters throughout the downtown area in locations designated by the City with the integration of the requisite software technology to manage the parking meters.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

**§1. SCOPE OF SERVICES**

1. The parties agree that the Contractor shall furnish the Parking Meter Mechanisms and Software in accordance with the terms of this Agreement. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: RFP for Phase I and Phase II Parking Meter Project (the "Request for Proposal")

Exhibit B: Addenda to RFP

Exhibit C: Insurance Requirements

Exhibit D: Contractor's Proposal Response (the "Work")

Exhibit E: Contractor's Pricing Proposal

Exhibit F: Phase I Project Implementation Schedule

In the event of conflict among the Agreement, the Request for Proposal including addenda, and the Contractor's Proposal Response, this Agreement shall take precedent over the other documents attached as exhibits. In the event of a conflict among the RFP including addenda, the Contractor's Proposal Response, and the Contractor's Pricing Proposal, the Contractor's Proposal Response shall take precedent. The RFP including addenda shall only serve to clarify the intent of the City with respect to any ambiguity in the Contractor's Proposal Response. The Contract's Pricing Proposal shall take precedent over all documents with respect to matters of pricing for the equipment, software, services, and training.

2. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and equipment, software, and services as described in Exhibit A, Exhibit B, Exhibit D, Exhibit E, and Exhibit F as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional equipment, software, and services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the equipment, software, and services and the associated work pertaining to this Agreement.
3. The Contractor shall provide the equipment, software, and services as set forth and described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.
4. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality equipment, software, and services to the City in accordance with this Agreement.
5. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project and after obtaining authorization from the governing authorities. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work and shall execute a written amendment to this Agreement signed by the parties setting forth the additional work, and the additional costs associated with that work.
6. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

**§2. CONTRACT TERM**

The initial term of this Agreement shall be for a period of five (5) years from the date of execution. This Agreement shall also be subject to ratification or cancellation upon the beginning of the new term in office of the City Council, pursuant to the requirements of Section 31-7-13 (n) of the Mississippi Code of 1972, as amended.

**§3. COMPENSATION AND PAYMENT TERMS**

1. This Agreement authorizes payments for equipment, software, and services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 45 days. Payment shall be made after equipment or software has been delivered to the City by the Contractor and the equipment or software has been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Jordan R. Hillman. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the term of the Agreement.
2. During Fiscal Year 2019-2020, which commences on October 1, 2019 and ends September 30, 2020, purchases under this Agreement shall not exceed \$110,000.00 without additional authorization by the governing authorities. Additional funding for this Agreement will be provided from year-to-year for the term of the Agreement by Amendment by the governing authorities setting for each year's annual appropriation.
3. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

**§4. WARRANTIES AND REPRESENTATIONS**

1. The Contractor hereby represents and acknowledges that it is capable of performing the work hereunder.
2. All equipment, materials, and supplies incorporated in the Work covered by the Agreement and provided by the Contractor are to be the most suitable models for the purpose intended. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor contemplates incorporating in the Work. Machinery, equipment, material and supplies used without the required prior approval of the City may be at the risk of subsequent rejection by the City.
3. Contractor warrants to have represented that its staff is knowledgeable about, and experienced in, providing the equipment specified in the Work required under this

Agreement and warrants that it will use its best skill and attention to provide the above described Work in a professional and timely manner.

4. Contractor will indemnify and defend City from any third party claim that the software and equipment being purchased by City infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. Contractor has no obligation under this Section for any claim to the extent it results from or arises out of City's modification of the equipment or software. Contractors' duty to indemnify under this Section is contingent upon Contractor receiving notice of a claim and Contractors' right to solely control resolution of a claim. Contractor will, at its expense and in its discretion either (a) resolve the claim in a way that permits City's continued ownership and use of the affected software and equipment, (b) provide a comparable, non-infringing replacement at no cost to City, or (c) accept return of the software and equipment and provide a full refund and terminate this Agreement and all licenses and rights herein.
5. Contractor will provide a standard warranty on its own equipment and software as described in Exhibit D. Extended warranties are available on this equipment as noted in Exhibit E. In the case of third-party equipment and software, the Contractor will transfer the warranty to the City or, in the event that the equipment warranty is nontransferable, the Contractor will provide the same warranty itself to the City.

#### **§5. SUBCONTRACTORS**

1. If any Subcontractors will be used for this project, the Contractor shall provide to the City representative a list of names of any of the intended Subcontractors, the Subcontractor's applicable licenses (if required), and a description of the work to be done by each subcontractor, prior to the Subcontractor performing work on the project.
2. The Contractor shall not substitute other Subcontractors without the written consent of the City representative.
3. Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
4. If at any time the City representative determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement.
5. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Jackson.

**§6. INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**§7. INSURANCE REQUIREMENTS**

The Contractor shall comply with all insurance requirements which are attached hereto and incorporated herein as Exhibit C.

**§8. GRATUITIES AND KICKBACKS**

*Gratuities.* It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

*Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to

hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**§9. TERMINATION**

*For Convenience:* The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with ninety (90) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

*For Default:* If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within fifteen (15) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

**§10. ASSIGNMENT**

The Contractor shall not assign in whole or in part any part of the Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under the Agreement without the prior written consent of the City.

**§11. NOTICES**

All notices required under this Agreement to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To: City of Jackson

To: Duncan Parking Technologies, Inc.

Chokwe A. Lumumba  
Mayor  
City of Jackson  
219 S. President Street  
Jackson, MS 39201

Michael J. Nickolaus  
Chief Executive Officer  
Duncan Parking Technologies, Inc.  
316 N. Milwaukee St., Ste. 202  
Milwaukee, WI 53202

With copies to:

Jordan R. Hillman  
Director, Department of Planning and Development  
200 S. President St.  
Jackson, MS 39201

Timothy Howard, Esq., City Attorney  
Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39201

**§12. AMENDMENTS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. Any amendment to this agreement shall be in writing, signed by the parties, and authorized by the City's governing authorities.

**§13. ENTIRE AGREEMENT**

This document and its Exhibits constitute the entire Agreement between the parties hereto and all previous negotiations leading thereto. It may be modified only by written agreement signed by the City and the Contractor.

**§14. GOVERNING LAWS**

The laws of Mississippi shall govern this Agreement. All litigation arising under said Agreement shall be litigated in the in the Courts, Chancery, Circuit, or County, for the First Judicial District of Hinds County, Mississippi.

**§15. LICENSE AND PERMITS**

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary business licenses and permits required by the State of Mississippi, or the City of Jackson or any other authority having jurisdiction. Fees for permits required to access the right of way to install any of the parking meters or other equipment provided under this contract will be waived by the City.

**§16. PUBLICITY RELEASES**

Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The City agrees to allow the Contractor to include the City's name in its published list of customers. With regard to news releases, only the name of the City, type and duration of Contract may be used unless the news release is reviewed and approved by the City prior to publication.

**§17. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and shall not be deemed an employee of the City of Jackson for any purpose whatsoever. Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors



in accordance with the Immigration Reform and Control Act of 1986, as amended, and the Mississippi Employment Protection Act, §71-11-3 of the Mississippi Code of 1972, as amended. Contractor further agrees to indemnify the City in accordance with Section 6 above if Contractor fails to comply with the Immigration Reform and Control Act of 1986, as amended, and the Mississippi Employment Protection Act, §71-11-3 of the Mississippi Code of 1972, as amended.

**§18. SEVERABILITY**

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

**§19. WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


**§20. COMPLIANCE WITH LEGAL REQUIREMENTS**


All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor throughout the pendency of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Jackson, Mississippi.

For the CITY OF JACKSON:

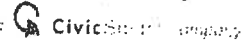
For DUNCAN PARKING  
TECHNOLOGIES, INC.

  
Chokwe A. Lumumba  
Mayor

  
Michael J. Nickolaus  
Chief Executive Officer

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

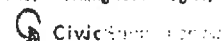
Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>1. Single Space Smart Meter</b>				
SSM - LNG	Liberty Next Gen Single Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer, on-site installation support, and a standard one-year meter warranty. SAME PRICING FOR PHASE 1 AND PHASE 2.	\$ 319.00	94	\$ 29,986.00
DSM - LNG	Liberty Next Gen Dual Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer, on-site installation support, and a standard one-year meter warranty. SAME PRICING FOR PHASE 1 AND PHASE 2.	\$ 454.00	12	\$ 5,448.00
LNG BATT WARR (5)	Five Year Battery Warranty (rechargeable battery warranty for Years 1-5 provided they are handled in accordance with manufacturer	Included	106	Included
<b>Subtotal</b>				<b>\$ 35,434.00</b>
<b>2. Parking Meter Housing and Parts</b>				
M76S	Model 76 Single Housing (See Custom Color attachment; with DE Locks and Small Sealed Coin Canister).	\$ 280.00	0	\$ -
METER KEY	Meter Keys	\$ 16.50	5	\$ 82.50
PIPE	Standard Meter Pipe (2" internal diameter)	\$ 61.80	0	\$ -
69116-001	Double Meter Adapter (Yoke) for Model 76 Housings	\$ 65.67	0	\$ -
9760-001	Decorative Sleeve	\$ 99.00	0	\$ -
9760-002	Decorative Base	\$ 85.00	0	\$ -
<b>Subtotal</b>				<b>\$ 82.50</b>
<b>3. Additional Parts</b>				
58883	Spare Rechargeable Battery for Liberty Meter (with 5 year extended warranty)	\$ 74.00	11	\$ 814.00
8907	Option 1 - Single-Bay Battery Charger	\$ 35.00	11	\$ 385.00
8907-1	Option 2 - 30-Bay Battery Charging Station	\$ 1,581.00	1	\$ 1,581.00
8880	Liberty Collection Card	\$ 10.00	4	\$ 40.00
8881	Liberty Technician Card	\$ 10.00	4	\$ 40.00
CN TRK	Spare Coin Track	\$ 57.00	1	\$ 57.00
LNG DOME	LNG Dome	\$ 6.50	1	\$ 6.50
DOM GASKET	Dome Gasket	\$ 1.98	1	\$ 1.98
LIB DECAL	Blue Liberty Decal	\$ 4.15	1	\$ 4.15
V/MC DECAL	Visa/MasterCard Decal	\$ 2.00	1	\$ 2.00
KEYPAD	Keypad	\$ 54.10	1	\$ 54.10
KYPD SPACER	Keypad Spacer	\$ 1.50	1	\$ 1.50
CC READER	Credit Card Reader	\$ 108.00	1	\$ 108.00
<b>Subtotal</b>				<b>\$ 3,095.28</b>
<b>4. Extended Warranty</b>				
SSM LNG - EXTWARR (5)	Five Year Extended Warranty for Liberty Next Gen Single Space Meter (covers Years 2-5. Year 1 warranty included in purchase price)	\$ 100.00	0	\$ -
SSM LNG - EXTWARR (5)	Five Year Extended Warranty for Liberty Next Gen Single Space Meter (covers Years 2-5. Year 1 warranty included in purchase price)	\$ 160.00	0	\$ -
<b>Subtotal</b>				<b>\$ -</b>
<b>5. Vehicle Detection Sensors</b>				
SENS-Sx-POLE	CivicSmart Si Vehicle Sensor (Pole-mount). Includes installation.	\$ 135.00	62	\$ 8,370.00
SENS-Sx-SUBT	CivicSmart Si Vehicle Sensor (Subterranean). Includes installation.	\$ 135.00	56	\$ 7,560.00
SENS - GATEWAY	CivicSmart Communications Gateway (Solar powered). Each gateway communicates with ~30 sensors. Includes installation.	\$ 500.00	6	\$ 3,000.00
<b>Subtotal</b>				<b>\$ 18,930.00</b>
<b>6. Parking Guidance Software</b>				
GUIDANCE MAP	Integration of Sensor Data with Guidance Map embedded in City	\$ 2,000.00	1	\$ 2,000.00
GUIDANCE APP	Sensor data to be published to ParkMobile Guidance Page and to third party apps at no additional cost to City	Included	1	Included
<b>Subtotal</b>				<b>\$ 2,000.00</b>

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# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

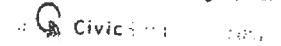
Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>7. AutoISSUE Handheld Enforcement Solution</b>				
SAMSUNG - NOTE10	Samsung Galaxy Note 10, 256GB with Fast Charging Cable-Verizon*	\$ 625.00	2	\$ 1,250.00
ZEB-ZQ51AUE000000	ZQ510 Direct Thermal Mobile Printer (3 Inch, BT 4.0).	\$ 650.00	2	\$ 1,300.00
ZEB-AK18913-002	AC Adaptor ZQ510	\$ 83.00	2	\$ 166.00
EXT - WARR - NOTE10	Samsung ProCare Device Protection Accidental Damage - extended service agreement for Samsung Galaxy Note 10 (Price is per unit for 3 Zebra ZQ500 Zebra Care Warranty, 5 years total, Standard	\$ 299.00	2	\$ 598.00
ZEB-Z1AEZQ5X5C0	w/Comprehensive	\$ 349.60	2	\$ 699.20
ACC-CIT-ZQ510	ZQ510 Thermal Paper Citation (Order Quantity: 30,000). 100 Tickets Per Roll. Includes layout fee and freight.	\$ 2,580.00	1	\$ 2,580.00
SW - PCI	Android AutoISSUE Parking Citation Issuance (includes Wireless Communications Framework with Wireless Ticket Upload, Time Limit Marking, Search Only Mode, Broken Meter/Damaged Sign Reporting, Officer Activity Logging, Meter Location Matrix, Hotsheet Lookup, Barcode Reading and Digital Images)	\$ 12,000.00	1	\$ 12,000.00
SW - XLPR	Handheld Enhanced LPR Software Module	\$ 2,000.00	1	\$ 2,000.00
SW - LIB	Integration with Liberty Next Gen Meters and Sensors (no charge)	\$ -	1	Included
SW - MOBILE	Integration with Parkmobile Mobile Payment Service	\$ 6,000.00	1	\$ 6,000.00
<b>Subtotal</b>				<b>\$ 26,593.20</b>
<b>8. Training</b>				
LNG - PM - TRAIN	Training support and customer-specific meter and back-office configuration (locations, numbering, hours, holidays, rates, coins, screens, credit card process, cell service, etc.), system testing & Implementation. On-site (1 day) training session for project and City staff including, but not limited to meter technicians, meter collections, meter enforcement, finance department and management personnel. Not including travel expenses which will be billed separately.	\$ 3,000.00	1	\$ 3,000.00
HH - PM - TRAINING	Handheld Project Management, System Configuration, Training and Installation (includes 1 day on site). Not including travel expenses which will be billed separately.	\$ 5,000.00	1	\$ 5,000.00
<b>Subtotal</b>				<b>\$ 8,000.00</b>
<b>9. Freight</b>				
FREIGHT	Freight/Shipping for Lot to Customer Site (actual shipping and handling to be added to the final invoice).	TBD	1	TBD
<b>Subtotal</b>				<b>TBD</b>
<b>Grand Total (not including TBD items):</b>				<b>\$ 94,134.93</b>

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# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

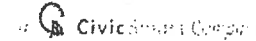
Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>10. Monthly Fees</b>				
		<b>Monthly Cost</b>		<b>Monthly Total</b>
SSM - CC - WIRE	Monthly Wireless PEMS System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter per	\$ 5.50	94	\$ 517.00
DSM - CC - WIRE	Monthly Wireless PEMS System fee per dual space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter per	\$ 7.75	12	\$ 93.00
SENS-5x-WIRE	Monthly Wireless Fee for CivicSmart subterranean mounted SI Vehicle Sensor. Price is per sensor per month.	\$ 3.00	118	\$ 354.00
GATEWAY-WIRE	Monthly Wireless Fee for Gateway for 5x Vehicle Sensor (per gateway per month)	\$ 6.00	6	\$ 36.00
MONTH - WS - HH	Monthly Wireless Communication Services (6 GB)	\$ 60.00	1	\$ 60.00
MONTH - AI	Monthly AutoISSUE Software Maintenance includes AutoISSUE Hosting, Real-time Interface Integrations, Extended Hours Support Desk Services, PEMS Hosting, Disaster Recovery, and AirWatch Remote Management Subscription.	\$ 90.00	1	\$ 90.00
SUPPORT - SILVER				
MONTH - XLPR	Monthly Fee for Enhanced LPR Software License and Support	\$ 30.00	1	\$ 30.00
SUPPORT				
PARKMOBILE PAY BY PHONE	No fixed monthly operating costs. All fees are included in "Transaction Fees" section below.	Included		
PM SEC/SUPP	Security & Support Fees	Included		
PM HOSTING	Hosting Fee	Included		
PM SW MAINT	Maintenance Fee	Included		
PM SETUP	Basic Setup Fee	Included		
PM SIGNS/DECALS	Decals and Off-Street Signs	Included		
PM DATA COSTS	Data Costs	Included		
PM INTEGR	Integrations	Included		
PM MKTG	Standard Social Media, Marketing and Advertising	Included		
PM CUST SUPP	Call Center and Customer Support	Included		
PM ENF PORTAL	Cloud-based Enforcement Portal to validate active parking sessions (back up to handheld integration)	Included		
PM 360	ParkMobile 360 Customizable Self-Administration Reporting Toolset	Included		
<b>Monthly Subtotal</b>				<b>1,150.00</b>
<b>11. Transaction Fees</b>				
				<b>Total</b>
CC - GTWY	Meter Credit Card Gateway Fees (per transaction fee) w/ Heartland Payment Systems as merchant processor. (If City requires a different merchant processor than Heartland, the gateway fee is \$0.06 per card transaction.)	\$0.00 Per Credit Card Transaction	TBD \$	-
CC - MERCHANT PROCESSING FEE	Merchant processing fees are deducted from payment proceeds by the City's preferred merchant processor. We do not have visibility into these fees nor do we charge any mark-ups on these fees. Our recommended Merchant Processor is Heartland Payment Systems because they do not require use a separate credit card gateway service and because our clients have found their merchant processing fees to be the lowest	N/A	\$	-
PARKMOBILE - CONV FEE	Mobile Payment Service provided by Parkmobile (\$0.35 convenience fee paid by the motorist to Parkmobile - \$0.05 revenue share back to the City)	\$0.35 Convenience Fee Paid by the Motorist	TBD \$	-
PARKMOBILE - MERCH FEE	If Parkmobile is the Merchant of Record, Merchant Processing Fees deducted from City proceeds (\$0.15 + 3% of charge amount)	\$0.15 plus 3% of Credit Card Charge	TBD \$	-
DISPLAY MOBILE PYMT	Fee to display ParkMobile Payments on the LNG Smart Meter (no charge with Communications Gateways - see "Vehicle Detection Sensors" section above)	\$0.00 to Show Mobile Payments on Meter	TBD \$	-

Continued on next page

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>12. Additional Requirements:</b>				
Sales Tax, if applicable, has not been included				
Equipment is covered by a 1-year standard manufacturer's warranty.				
Shipping Terms FOB Origin. Shipping/Freight not included. Freight and handling will be prepaid and added to the invoice.				
Payment terms: 50% upon order; 50% upon installation and turnover. Net 30 Days				
Customer will be invoiced monthly in advance for recurring monthly service fees.				
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached. In case of variance, Contract terms apply.				
Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.				
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services. Recurring prices are valid for the				
*All service agreements and warranty terms and conditions from the manufacturer apply. Requires 2 year agreement with Verizon.				
**Samsung ProCare B28 3-Year Galaxy Smartphone Protection provides up to two claims each year for accidental damage on your Galaxy smartphone with no				

**Please Send Purchase Order To:**  
 Duncan Parking Technologies, Inc.  
 Attn: Meigan Lindholm  
 PO BOX 2081  
 Milwaukee, WI 53201-2081  
 Ph: (414) 534-8066 Fax: (870) 741-6806  
[mlindholm@civicsmart.com](mailto:mlindholm@civicsmart.com)

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Print or Type Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Bill To Address: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Ship To Phone Number: \_\_\_\_\_

**Programming Contact Information Required:**

Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Email \_\_\_\_\_

Continued on next page

File Edit Action Tools Admin Help



Budget Inquiry	Budget Version Inq	Find Account #	Find Asset+	Find Conf Sourc	Find Department
Find Department/a...	Find Fund	Find Fund/departm...	Find Obj Group	Find Project	GL Structure
Job Costing Inquiry	Proofed Balances	Subsystem/batch	Transactions		

Expense Account #

	Entered	Approved	Proofed
Actuals:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commitments:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total:	<input type="text"/>	<input type="text"/>	<input type="text"/>

Budgeting	Miscellaneous	
Amount:	Ver	Ver
<input type="text" value="20100"/>	<input type="text" value="110,000.00"/>	<input type="text" value="110,000.00"/>
Remaining:	<input type="text" value="110,000.00"/>	<input type="text" value="110,000.00"/>

Posting from Job Costing:

Budget Carry Forward P.O.

# Duncan Parking Technologies

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 1, 2019 10:00 A.M.

50

Vendor  
69111

Batch  
435984

**SECTION 4.** This ordinance shall become effective thirty (30) days after passage and publication.

Yeas- Lindsay, Priester and Tillman.  
Nays- Foote.  
Absent- Banks, Stamps and Stokes.

Acct#  
001-461306813

\*\*\*\*\*

President Lindsay recessed the meeting for five (5) minutes.

CM-19

\*\*\*\*\*

President Lindsay called the meeting back to order.

\*\*\*\*\*

President Lindsay requested that Agenda Item No. 41 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

Balance  
on PO  
10,398.60

**ORDER ACCEPTING THE PROPOSAL AND TERM BID OF DUNCAN PARKING TECHNOLOGIES, INC. TO PROVIDE SMART PARKING METER EQUIPMENT, VEHICLE DETECTION SENSORS, COMPREHENSIVE PARKING DATA MANAGEMENT SYSTEMS, PARKING ENFORCEMENT SOFTWARE, AND TRAINING.**

WHEREAS, the City of Jackson received five responses to its Request for Proposals for the purchase of a new parking meter system on April 4, 2019; and

WHEREAS, Duncan Parking Technologies, Inc. submitted the lowest term bid to provide the necessary smart parking meter equipment; and

WHEREAS, Duncan Parking Technologies, Inc. also submitted the best proposal for the services and training necessary to support the installation of the smart parking meter equipment; and

WHEREAS, Duncan Parking Technologies, Inc. submitted the lowest and best bid for the software needed to complete the smart parking meter system; and

WHEREAS, the Department of Planning and Development recommends that the City accept the term bid of Duncan Parking Technologies, Inc. as the lowest and best term bid for smart parking meter system equipment, accept the bid of Duncan Parking Technologies, Inc. as to lowest and best term bid for software needed to implement and operate a smart parking meter system, and accept the proposal of Duncan Parking Technologies, Inc. as the best proposal to provide the services and training necessary to implement and operate a smart parking meter system; and

WHEREAS, the City anticipates increased revenue, efficiency, predictability, and transparency with the implementation of the proposed hardware and software services in its parking availability, rate management, maintenance and enforcement capabilities; and

WHEREAS, the City intends to make the improvements in stages beginning with Phase 1, 2019 On Street Parking Program Implementation Plan during Fiscal Year 2019-2020 in an amount not to exceed \$110,000.00 for purchases of the equipment at the term bid prices and the associated services, software, and training; and

WHEREAS, provided that subsequent budgets allow, the City intends to implement Phase 2 over a four-year period, purchasing the necessary smart parking meter equipment at the term bid prices provided, while Duncan Parking Technologies, Inc. continues to provide the services necessary to operate the smart parking meter system at the pricing provided in its proposal.

IT IS, THEREFORE, ORDERED that the sixty-month term bid of Duncan Parking Technologies, Inc. to provide smart parking meter, which is an exhibit to this Order, is accepted as the lowest and best bid and that the sixty-month term bid of Duncan Parking Technologies,

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 1, 2019 10:00 A.M.

Inc. to provide software needed to support the smart parking meter system, which is part of the exhibit to this Order, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into an agreement with Duncan Parking Technologies, Inc. to provide services and training for the implementation and support of a smart parking meter system for a one-year term with up to four additional one-year extensions, subject to the appropriation of funding by the City Council each year and the authorization of the additional services by the Mayor without further action by the City Council.

IT IS FURTHER ORDERED that for Fiscal Year 2019-2020, the City is authorized to pay Duncan Parking Technologies, Inc. an amount in FY 2019-2020 not to exceed \$110,000.00 for the purchase of equipment, software, services and training for the implementation and support of the smart parking meter system.

Council Member Priester moved adoption; Council Member Tillman seconded.

President Lindsay recognized Jordan Hillman, Director of Planning and Development, who provided Council with a brief overview of said item.

Thereafter, President Lindsay called for a vote on said item:

Yeas- Foote, Lindsay, Priester and Tillman.  
Nays- None.  
Absent- Banks, Stamps and Stokes.

\*\*\*\*\*

President Lindsay recognized Monica Allen, Special Assistant to the City Attorney, who stated that an item was needed to be added to the agenda for consideration on an emergency basis in order to pay employees of the Jackson Zoo through September 30, 2019.

\*\*\*\*\*

Council Member Priester moved, seconded by Council Member Foote to add an item to the agenda on an emergency basis. The motion prevailed by the following vote:

Yeas- Foote, Lindsay, Priester and Tillman.  
Nays- None.  
Absent- Banks, Stamps and Stokes.

\*\*\*\*\*

President Lindsay requested that the Clerk read the Order:

**ORDER AUTHORIZING MAYOR TO ISSUE AN EMERGENCY FUNDS TRANSFER TO THE JACKSON ZOOLOGICAL SOCIETY, INC. ("JZS"), A NON-PROFIT CORPORATION; INCREASING THE CURRENT FISCAL YEAR BUDGET BY \$13,071.00 TO ISSUE PAYROLL FOR CURRENT EMPLOYEES OF THE JACKSON ZOOLOGICAL PARK ("ZOO"), LOCATED AT 2918 WES1 CAPITAL STREET, THROUGH SEPTEMBER 30, 2019.**

WHEREAS, the management agreement of the Zoo expired during the month of September 2018 and subsequent to expiration of the management agreement, the governing authorities authorized extension of the management agreement through December 31, 2018 and once again, through September 30, 2019;

WHEREAS, the City hasn't completed negotiations with the entity preliminarily selected to manage the Zoo and believes that the best interest of the City to ensure that the care, operation, and maintenance of the Zoo and related functions are uninterrupted pending the final negotiation of said Lease and Management Agreement to manage the Zoo; and



**ORDER AUTHORIZING PAYMENT FOR CERTAIN NECESSARY, PARTS, EQUIPMENT, AND SERVICES TO BE PROVIDED BY DUNCAN PARKING TECHNOLOGIES, INC. DURING FISCAL YEAR 2022 UNDER ITS SIX-MONTH TERM WITH THE CITY OF JACKSON (WARD 7)**

**WHEREAS**, the Parking Meter Division of the Department of Public Works has need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's Parking Meter System; and

**WHEREAS**, the purchase and procurement of these necessary parts, equipment, and services was approved on October 1, 2019 with Duncan Parking Technologies, Inc. as a sixty-month term bid; and

**WHEREAS**, funds in the amount of \$85,000 have been budgeted in the Parking Meter Outlay account (001 4613 6813) fiscal year 2022 to be used for purchasing needed parts, equipment, and services for the City's Parking Meter System through the sixty-month term bid.

**IT IS, THEREFORE, ORDERED** that purchases of parts, equipment, and procurement of services from Duncan Parking Technologies, Inc. under the existing sixty-month term bid in an amount not to exceed \$85,000.00 during fiscal year 2022 are authorized.

Agenda Item #62  
Agenda Date: October 12, 2021  
(HILLMAN, LUMUMBA)

Department of Planning and Development



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

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jordan Rae Hillman, AICP, Director  
Marlin King, Director

**Date:** October 5, 2021

**Subject:** Agenda Item

Attached you will find an item for the agenda allocating the existing budget funds for FY 21-22 from the Parking Meter Outlay Account to Duncan Parking Technologies, Inc. These are routine payments and procurements made under the contract and term bid that was approved on October 1, 2019. The order approving the parking meter contract authorized a 60-Month term bid. It further ordered those subsequent years required appropriation of funding by the City Council.

The City Council in its FY 21 budget did allocate \$85,000 for the Parking Meter Outlay line item. This order allocates that line item to the existing 60-month term bid and allows payments to be made during this FY.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/5/2021**

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING PAYMENT FOR CERTAIN NECESSARY, PARTS, EQUIPMENT, AND SERVICES TO BE PROVIDED BY DUNCAN PARKING TECHNOLOGIES, INC. DURING FISCAL YEAR 2022 UNDER ITS SIX-MONTH TERM WITH THE CITY OF JACKSON.</b>																																																		
2.	<b>Purpose</b>	Pay parking meter operation and maintenance expenses.																																																		
3.	<b>Who will be affected</b>	The City Parking meter program and persons using the City's parking meters																																																		
4.	<b>Benefits</b>	Will allow the operation and maintenance of the existing parking meters and the continued expansion of upgraded meters																																																		
5.	<b>Schedule (beginning date)</b>	Upon 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>	Ward 7																																																		
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development and Department of Public Works																																																		
8.	<b>COST</b>	Not to exceed \$85,000.00																																																		
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 4613 6813																																																		
10.	<b>EBO participation</b>  See attached sheets from Vendors	<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> <td>X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X
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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  
2021

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT FOR CERTAIN NECESSARY, PARTS, EQUIPMENT, AND SERVICES TO BE PROVIDED BY DUNCAN PARKING TECHNOLOGIES, INC. DURING FISCAL YEAR 2022 UNDER ITS SIX-MONTH TERM WITH THE CITY OF JACKSON (WARD 7) is legally sufficient for placement in NOVUS Agenda.



CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/6/21

DATE

**AGREEMENT BETWEEN THE CITY OF JACKSON  
AND DUNCAN PARKING TECHNOLOGIES, INC. (DPTI) FOR  
PARKING METER PROJECT AND RELATED EQUIPMENT, SOFTWARE &  
SERVICES**

**THIS AGREEMENT** is entered into this 12th day of December, 2019 between the City of Jackson, a municipal corporation organized under the laws of the State of Mississippi (hereinafter referred to as "the City"), and Duncan Parking Technologies, Inc. (DPTI) (hereinafter referred to as "Contractor").

**WHEREAS**, the City manages its own parking meter program; and

**WHEREAS**, the City has been using mechanical meters, some of which are in excess of 30 years old and are in need of being replaced and upgraded; and

**WHEREAS**, the City desires to continue the management of its parking meter program using City employees; and

**WHEREAS**, the City desires to proceed with the replacement and upgrade of meters in phases contingent upon the funding available from operations of the Parking Meter Program; and

**WHEREAS**, to this end, the City advertised for competitive proposals to supply new parking meter equipment along with the associated computer software and services; and

**WHEREAS**, Duncan Parking Technologies, Inc. was selected as the lowest and best proposal; and

**WHEREAS**, the parties intend to execute a phased project consisting of the installation of parking meters throughout the downtown area in locations designated by the City with the integration of the requisite software technology to manage the parking meters.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

**§1. SCOPE OF SERVICES**

1. The parties agree that the Contractor shall furnish the Parking Meter Mechanisms and Software in accordance with the terms of this Agreement. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: RFP for Phase I and Phase II Parking Meter Project (the "Request for Proposal")

Exhibit B: Addenda to RFP

Exhibit C: Insurance Requirements

Exhibit D: Contractor's Proposal Response (the "Work")

Exhibit E: Contractor's Pricing Proposal

Exhibit F: Phase I Project Implementation Schedule

In the event of conflict among the Agreement, the Request for Proposal including addenda, and the Contractor's Proposal Response, this Agreement shall take precedent over the other documents attached as exhibits. In the event of a conflict among the RFP including addenda, the Contractor's Proposal Response, and the Contractor's Pricing Proposal, the Contractor's Proposal Response shall take precedent. The RFP including addenda shall only serve to clarify the intent of the City with respect to any ambiguity in the Contractor's Proposal Response. The Contract's Pricing Proposal shall take precedent over all documents with respect to matters of pricing for the equipment, software, services, and training.

2. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and equipment, software, and services as described in Exhibit A, Exhibit B, Exhibit D, Exhibit E, and Exhibit F as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional equipment, software, and services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the equipment, software, and services and the associated work pertaining to this Agreement.
3. The Contractor shall provide the equipment, software, and services as set forth and described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.
4. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality equipment, software, and services to the City in accordance with this Agreement.
5. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project and after obtaining authorization from the governing authorities. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work and shall execute a written amendment to this Agreement signed by the parties setting forth the additional work, and the additional costs associated with that work.
6. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

**§2. CONTRACT TERM**

The initial term of this Agreement shall be for a period of five (5) years from the date of execution. This Agreement shall also be subject to ratification or cancellation upon the beginning of the new term in office of the City Council, pursuant to the requirements of Section 31-7-13 (n) of the Mississippi Code of 1972, as amended.

**§3. COMPENSATION AND PAYMENT TERMS**

1. This Agreement authorizes payments for equipment, software, and services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 45 days. Payment shall be made after equipment or software has been delivered to the City by the Contractor and the equipment or software has been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Jordan R. Hillman. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the term of the Agreement.
2. During Fiscal Year 2019-2020, which commences on October 1, 2019 and ends September 30, 2020, purchases under this Agreement shall not exceed \$110,000.00 without additional authorization by the governing authorities. Additional funding for this Agreement will be provided from year-to-year for the term of the Agreement by Amendment by the governing authorities setting for each year's annual appropriation.
3. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

**§4. WARRANTIES AND REPRESENTATIONS**

1. The Contractor hereby represents and acknowledges that it is capable of performing the work hereunder.
2. All equipment, materials, and supplies incorporated in the Work covered by the Agreement and provided by the Contractor are to be the most suitable models for the purpose intended. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor contemplates incorporating in the Work. Machinery, equipment, material and supplies used without the required prior approval of the City may be at the risk of subsequent rejection by the City.
3. Contractor warrants to have represented that its staff is knowledgeable about, and experienced in, providing the equipment specified in the Work required under this

Agreement and warrants that it will use its best skill and attention to provide the above described Work in a professional and timely manner.

4. Contractor will indemnify and defend City from any third party claim that the software and equipment being purchased by City infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. Contractor has no obligation under this Section for any claim to the extent it results from or arises out of City's modification of the equipment or software. Contractors' duty to indemnify under this Section is contingent upon Contractor receiving notice of a claim and Contractors' right to solely control resolution of a claim. Contractor will, at its expense and in its discretion either (a) resolve the claim in a way that permits City's continued ownership and use of the affected software and equipment, (b) provide a comparable, non-infringing replacement at no cost to City, or (c) accept return of the software and equipment and provide a full refund and terminate this Agreement and all licenses and rights herein.
5. Contractor will provide a standard warranty on its own equipment and software as described in Exhibit D. Extended warranties are available on this equipment as noted in Exhibit E. In the case of third-party equipment and software, the Contractor will transfer the warranty to the City or, in the event that the equipment warranty is nontransferable, the Contractor will provide the same warranty itself to the City.

#### **§5. SUBCONTRACTORS**

1. If any Subcontractors will be used for this project, the Contractor shall provide to the City representative a list of names of any of the intended Subcontractors, the Subcontractor's applicable licenses (if required), and a description of the work to be done by each subcontractor, prior to the Subcontractor performing work on the project.
2. The Contractor shall not substitute other Subcontractors without the written consent of the City representative.
3. Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
4. If at any time the City representative determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement.
5. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Jackson.



**§6. INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**§7. INSURANCE REQUIREMENTS**

The Contractor shall comply with all insurance requirements which are attached hereto and incorporated herein as Exhibit C.

**§8. GRATUITIES AND KICKBACKS**

*Gratuities.* It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

*Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to

hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**§9. TERMINATION**

*For Convenience:* The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with ninety (90) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

*For Default:* If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within fifteen (15) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

**§10. ASSIGNMENT**

The Contractor shall not assign in whole or in part any part of the Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under the Agreement without the prior written consent of the City.

**§11. NOTICES**

All notices required under this Agreement to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To: City of Jackson

Chokwe A. Lumumba  
Mayor  
City of Jackson  
219 S. President Street  
Jackson, MS 39201

To: Duncan Parking Technologies, Inc.

Michael J. Nickolaus  
Chief Executive Officer  
Duncan Parking Technologies, Inc.  
316 N. Milwaukee St., Ste. 202  
Milwaukee, WI 53202

With copies to:

Jordan R. Hillman  
Director, Department of Planning and Development  
200 S. President St.  
Jackson, MS 39201

Timothy Howard, Esq., City Attorney  
Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39201

**§12. AMENDMENTS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. Any amendment to this agreement shall be in writing, signed by the parties, and authorized by the City's governing authorities.

**§13. ENTIRE AGREEMENT**

This document and its Exhibits constitute the entire Agreement between the parties hereto and all previous negotiations leading thereto. It may be modified only by written agreement signed by the City and the Contractor.

**§14. GOVERNING LAWS**

The laws of Mississippi shall govern this Agreement. All litigation arising under said Agreement shall be litigated in the in the Courts, Chancery, Circuit, or County, for the First Judicial District of Hinds County, Mississippi.

**§15. LICENSE AND PERMITS**

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary business licenses and permits required by the State of Mississippi, or the City of Jackson or any other authority having jurisdiction. Fees for permits required to access the right of way to install any of the parking meters or other equipment provided under this contract will be waived by the City.

**§16. PUBLICITY RELEASES**

Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The City agrees to allow the Contractor to include the City's name in its published list of customers. With regard to news releases, only the name of the City, type and duration of Contract may be used unless the news release is reviewed and approved by the City prior to publication.

**§17. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and shall not be deemed an employee of the City of Jackson for any purpose whatsoever. Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors

in accordance with the Immigration Reform and Control Act of 1986, as amended, and the Mississippi Employment Protection Act, §71-11-3 of the Mississippi Code of 1972, as amended. Contractor further agrees to indemnify the City in accordance with Section 6 above if Contractor fails to comply with the Immigration Reform and Control Act of 1986, as amended, and the Mississippi Employment Protection Act, §71-11-3 of the Mississippi Code of 1972, as amended.

**§18. SEVERABILITY**

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

**§19. WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

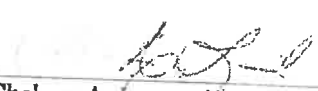
**§20. COMPLIANCE WITH LEGAL REQUIREMENTS**

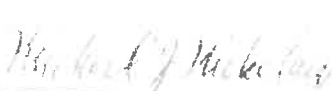
All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor throughout the pendency of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Jackson, Mississippi.

For the CITY OF JACKSON:

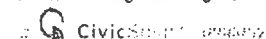
For DUNCAN PARKING  
TECHNOLOGIES, INC.

  
Chokwe A. Lumumba  
Mayor

  
Michael J. Nickolaus  
Chief Executive Officer

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

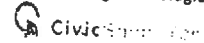
Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>1. Single Space Smart Meter</b>				
SSM - LNG	Liberty Next Gen Single Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer, on-site installation support, and a standard one-year meter warranty. SAME PRICING FOR PHASE 1 AND PHASE 2.	\$ 319.00	94	\$ 29,986.00
DSM - LNG	Liberty Next Gen Dual Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer, on-site installation support, and a standard one-year meter warranty. SAME PRICING FOR PHASE 1 AND PHASE 2.	\$ 454.00	12	\$ 5,448.00
LNG BATT WARR (5)	Five Year Battery Warranty (rechargeable battery warranty for Years 1-5 provided they are handled in accordance with manufacturer	Included	106	Included
<b>Subtotal</b>				<b>\$ 35,434.00</b>
<b>2. Parking Meter Housing and Parts</b>				
M76S	Model 76 Single Housing (See Custom Color attachment; with DE Locks and Small Sealed Coin Canister).	\$ 280.00	0	\$ -
METER KEY	Meter Keys	\$ 16.50	5	\$ 82.50
PIPE	Standard Meter Pipe (2" internal diameter)	\$ 61.80	0	\$ -
69116-001	Double Meter Adapter (Yoke) for Model 76 Housings	\$ 65.67	0	\$ -
9760-001	Decorative Sleeve	\$ 99.00	0	\$ -
9760-002	Decorative Base	\$ 85.00	0	\$ -
<b>Subtotal</b>				<b>\$ 82.50</b>
<b>3. Additional Parts</b>				
58883	Spare Rechargeable Battery for Liberty Meter (with 5 year extended warranty)	\$ 74.00	11	\$ 814.00
8907	Option 1 - Single-Bay Battery Charger	\$ 35.00	11	\$ 385.00
8907-1	Option 2 - 30-Bay Battery Charging Station	\$ 1,581.00	1	\$ 1,581.00
8880	Liberty Collection Card	\$ 10.00	4	\$ 40.00
8881	Liberty Technician Card	\$ 10.00	4	\$ 40.00
CN TRK	Spare Coin Track	\$ 57.00	1	\$ 57.00
LNG DOME	LNG Dome	\$ 6.50	1	\$ 6.50
DOM GASKET	Dome Gasket	\$ 1.98	1	\$ 1.98
LIB DECAL	Blue Liberty Decal	\$ 4.15	1	\$ 4.15
V/MC DECAL	Visa/MasterCard Decal	\$ 2.00	1	\$ 2.00
KEYPAD	Keypad	\$ 54.10	1	\$ 54.10
KYPD SPACER	Keypad Spacer	\$ 1.50	1	\$ 1.50
CC READER	Credit Card Reader	\$ 108.00	1	\$ 108.00
<b>Subtotal</b>				<b>\$ 3,095.23</b>
<b>4. Extended Warranty</b>				
SSM LNG - EXTWARR (5)	Five Year Extended Warranty for Liberty Next Gen Single Space Meter (covers Years 2-5. Year 1 warranty included in purchase price)	\$ 100.00	0	\$ -
SSM LNG - EXTWARR (5)	Five Year Extended Warranty for Liberty Next Gen Single Space Meter (covers Years 2-5. Year 1 warranty included in purchase price)	\$ 160.00	0	\$ -
<b>Subtotal</b>				<b>\$ -</b>
<b>5. Vehicle Detection Sensors</b>				
SENS-Sx-POLE	CivicSmart Si Vehicle Sensor (Pole-mount). Includes installation.	\$ 135.00	62	\$ 8,370.00
SENS-Sx-SUBT	CivicSmart Si Vehicle Sensor (Subterranean). Includes installation.	\$ 135.00	56	\$ 7,560.00
SENS - GATEWAY	CivicSmart Communications Gateway (Solar powered). Each gateway communicates with ~30 sensors. Includes installation.	\$ 500.00	6	\$ 3,000.00
<b>Subtotal</b>				<b>\$ 18,930.00</b>
<b>6. Parking Guidance Software</b>				
GUIDANCE MAP	Integration of Sensor Data with Guidance Map embedded in City	\$ 2,000.00	1	\$ 2,000.00
GUIDANCE APP	Sensor data to be published to ParkMobile Guidance Page and to third party apps at no additional cost to City	Included	1	Included
<b>Subtotal</b>				<b>\$ 2,000.00</b>

Continued on next page

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
7: AutoISSUE Handheld Enforcement Solution				
SAMSUNG - NOTE10	Samsung Galaxy Note 10, 256GB with Fast Charging Cable-Verizon*	\$ 625.00	2	\$ 1,250.00
ZEB- ZQ51AUE000000	ZQ510 Direct Thermal Mobile Printer (3 Inch, BT 4.0).	\$ 650.00	2	\$ 1,300.00
ZEB-AK18913-002	AC Adaptor ZQ510	\$ 83.00	2	\$ 166.00
EXT - WARR - NOTE10	Samsung ProCare Device Protection Accidental Damage - extended service agreement for Samsung Galaxy Note 10 (Price is per unit for 3 Zebra ZQ500 Zebra Care Warranty, 5 years total, Standard w/Comprehensive	\$ 299.00	2	\$ 598.00
ZEB-Z1AEZQ5X5C0	ZQ510 Thermal Paper Citation (Order Quantity: 30,000). 100 Tickets Per Roll. Includes layout fee and freight.	\$ 349.60	2	\$ 699.20
ACC-CIT-ZQ510	Android AutoISSUE Parking Citation Issuance (includes Wireless Communications Framework with Wireless Ticket Upload, Time Limit Marking, Search Only Mode, Broken Meter/Damaged Sign Reporting, Officer Activity Logging, Meter Location Matrix, Hotsheet Lookup, Barcode Reading and Digital Images)	\$ 2,580.00	1	\$ 2,580.00
SW - PCI	Handheld Enhanced LPR Software Module	\$ 12,000.00	1	\$ 12,000.00
SW - XLPR	Integration with Liberty Next Gen Meters and Sensors (no charge)	\$ 2,000.00	1	\$ 2,000.00
SW - LIB	Integration with Parkmobile Mobile Payment Service	\$ -	1	Included
SW - MOBILE		\$ 6,000.00	1	\$ 6,000.00
Subtotal				\$ 26,599.20
8: Training				
LNG - PM - TRAIN	Training support and customer-specific meter and back-office configuration (locations, numbering, hours, holidays, rates, coins, screens, credit card process, cell service, etc.), system testing & implementation. On-site (1 day) training session for project and City staff including, but not limited to meter technicians, meter collections, meter enforcement, finance department and management personnel. Not including travel expenses which will be billed separately.	\$ 3,000.00	1	\$ 3,000.00
HH - PM - TRAINING	Handheld Project Management, System Configuration, Training and Installation (includes 1 day on site). Not including travel expenses which will be billed separately.	\$ 5,000.00	1	\$ 5,000.00
Subtotal				\$ 8,000.00
9: Freight				
FREIGHT	Freight/Shipping for Lot to Customer Site (actual shipping and handling to be added to the final invoice).	TBD	1	TBD
Subtotal				TBD
<b>Grand Total (not including TBD items):</b>				<b>\$ 94,134.93</b>

Continued on next page

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

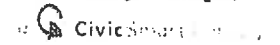
Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
<b>10. Monthly Fees</b>		<b>Monthly Cost</b>		<b>Monthly Total</b>
SSM - CC - WIRE	Monthly Wireless PEMS System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter per	\$ 5.50	94	\$ 517.00
DSM - CC - WIRE	Monthly Wireless PEMS System fee per dual space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter per	\$ 7.75	12	\$ 93.00
SENS-Sx-WIRE	Monthly Wireless Fee for CivicSmart subterranean mounted Sx Vehicle Sensor. Price is per sensor per month.	\$ 3.00	118	\$ 354.00
GATEWAY-WIRE	Monthly Wireless Fee for Gateway for Sx Vehicle Sensor (per gateway per month)	\$ 6.00	6	\$ 36.00
MONTH - WS - HH	Monthly Wireless Communication Services (6 GB)	\$ 60.00	1	\$ 60.00
MONTH - AI SUPPORT - SILVER	Monthly AutoISSUE Software Maintenance includes AutoISSUE Hosting, Real-time Interface Integrations, Extended Hours Support Desk Services, PEMS Hosting, Disaster Recovery, and AirWatch Remote Management Subscription.	\$ 90.00	1	\$ 90.00
MONTH - XLPR SUPPORT	Monthly Fee for Enhanced LPR Software License and Support	\$ 30.00	1	\$ 30.00
PARKMOBILE PAY BY PHONE	No fixed monthly operating costs. All fees are included in "Transaction Fees" section below.	Included		
PM SEC/SUPP	Security & Support Fees	Included		
PM HOSTING	Hosting Fee	Included		
PM SW MAINT	Maintenance Fee	Included		
PM SETUP	Basic Setup Fee	Included		
PM SIGNS/DECALS	Decals and Off-Street Signs	Included		
PM DATA COSTS	Data Costs	Included		
PM INTEGR	Integrations	Included		
PM MKTG	Standard Social Media, Marketing and Advertising	Included		
PM CUST SUPP	Call Center and Customer Support	Included		
PM ENF PORTAL	Cloud-based Enforcement Portal to validate active parking sessions (back up to handheld integration)	Included		
PM 360	ParkMobile 360 Customizable Self-Administration Reporting Toolset	Included		
<b>Monthly Subtotal</b>				<b>\$ 1,180.00</b>
<b>11. Transaction Fees</b>				<b>Total</b>
CC - GTWY	Meter Credit Card Gateway Fees (per transaction fee) w/ Heartland Payment Systems as merchant processor. (If City requires a different merchant processor than Heartland, the gateway fee is \$0.06 per card transaction.)	\$0.00 Per Credit Card Transaction	TBD	\$ -
CC - MERCHANT PROCESSING FEE	Merchant processing fees are deducted from payment proceeds by the City's preferred merchant processor. We do not have visibility into these fees nor do we charge any mark-ups on these fees. Our recommended Merchant Processor is Heartland Payment Systems because they do not require use a separate credit card gateway service and because our clients have found their merchant processing fees to be the lowest	N/A	\$	-
PARKMOBILE - CONV FEE	Mobile Payment Service provided by Parkmobile (\$0.35 convenience fee paid by the motorist to Parkmobile - \$0.05 revenue share back to the City)	\$0.35 Convenience Fee Paid by the Motorist	TBD	\$ -
PARKMOBILE - MERCH FEE	If Parkmobile is the Merchant of Record, Merchant Processing Fees deducted from City proceeds (\$0.15 + 3% of charge amount)	\$0.15 plus 3% of Credit Card Charge	TBD	\$ -
DISPLAY MOBILE PYMT	Fee to display ParkMobile Payments on the LNG Smart Meter (no charge with Communications Gateways - see "Vehicle Detection Sensors" section above)	\$0.00 to Show Mobile Payments on Meter	TBD	\$ -

Continued on next page

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Jackson, MS  
 Quote ID: 19 10 01 500b  
 Sales Rep: House

Ship-to Region: MS  
 Prepared Date: 1/16/2020  
 Expiry Date: 3/16/2020

Product ID	Description	Unit Price	Qty	Extended Price
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**12. Additional Requirements:**

Sales Tax, if applicable, has not been included  
 Equipment is covered by a 1-year standard manufacturer's warranty.  
 Shipping Terms FOB Origin. Shipping/Freight not included. Freight and handling will be prepaid and added to the invoice.  
 Payment terms: 50% upon order; 50% upon installation and turnover. Net 30 Days  
 Customer will be invoiced monthly in advance for recurring monthly service fees.  
 Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached. In case of variance, Contract terms apply.  
 Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.  
 Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services. Recurring prices are valid for the  
 \*All service agreements and warranty terms and conditions from the manufacturer apply. Requires 2 year agreement with Verizon.  
 \*\*Samsung ProCare B2B 3-Year Galaxy Smartphone Protection provides up to two claims each year for accidental damage on your Galaxy smartphone with no

Please Send Purchase Order To:  
 Duncan Parking Technologies, Inc.  
 Attn: Meigan Lindholm  
 PO BOX 2081  
 Milwaukee, WI 53201-2081  
 Ph: (414) 534-8066 Fax: (870) 741-6806  
[mlindholm@civicsmart.com](mailto:mlindholm@civicsmart.com)

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Print or Type Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Bill To Address: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Ship To Phone Number: \_\_\_\_\_

**Programming Contact Information Required:**

Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Email \_\_\_\_\_

Continued on next page



File Edit Action Tools Admin Help

Budget Inquiry	Budget Version Inq	Find Account #	Find Asset+	Find Dept Sourc	Find Department						
Find Departmenta...	Find Fund	Find Fund/departm...	Find Obj Group	Find Project	GL Structure						
Job Costing Inquiry	Proofed Balances	Subsystem/batch	Transactions								

Expenses Account #	1	61306813	PARKING METERS	Active
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Actuals:	Entered	Approved	Proofed
Commitments:			
Total:			

Budgeting Miscellaneous

Posting from Job Costing:

Budget Carry Forward P. O.

Amount:	Ver	20100	Ver	20100	Ver	10,000.00	Ver	10,000.00
Remaining:						10,000.00		10,000.00

# Duncan Parking Technologies

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 1, 2019 10:00 A.M.

50

Vendor  
69111

Batch  
43598

**SECTION 4.** This ordinance shall become effective thirty (30) days after passage and publication.

Yeas- Lindsay, Priester and Tillman.  
Nays- Foote.  
Absent- Banks, Stamps and Stokes.

Acct#  
001-461306813

\*\*\*\*\*

President Lindsay recessed the meeting for five (5) minutes.

CM-19

\*\*\*\*\*

President Lindsay called the meeting back to order.

\*\*\*\*\*

President Lindsay requested that Agenda Item No. 41 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

Balance  
on PO  
10,398.60

**ORDER ACCEPTING THE PROPOSAL AND TERM BID OF DUNCAN PARKING TECHNOLOGIES, INC. TO PROVIDE SMART PARKING METER EQUIPMENT, VEHICLE DETECTION SENSORS, COMPREHENSIVE PARKING DATA MANAGEMENT SYSTEMS, PARKING ENFORCEMENT SOFTWARE, AND TRAINING.**

WHEREAS, the City of Jackson received five responses to its Request for Proposals for the purchase of a new parking meter system on April 4, 2019; and

WHEREAS, Duncan Parking Technologies, Inc. submitted the lowest term bid to provide the necessary smart parking meter equipment; and

WHEREAS, Duncan Parking Technologies, Inc. also submitted the best proposal for the services and training necessary to support the installation of the smart parking meter equipment; and

WHEREAS, Duncan Parking Technologies, Inc. submitted the lowest and best bid for the software needed to complete the smart parking meter system; and

WHEREAS, the Department of Planning and Development recommends that the City accept the term bid of Duncan Parking Technologies, Inc. as the lowest and best term bid for smart parking meter system equipment, accept the bid of Duncan Parking Technologies, Inc. as to lowest and best term bid for software needed to implement and operate a smart parking meter system, and accept the proposal of Duncan Parking Technologies, Inc. as the best proposal to provide the services and training necessary to implement and operate a smart parking meter system; and

WHEREAS, the City anticipates increased revenue, efficiency, predictability, and transparency with the implementation of the proposed hardware and software services in its parking availability, rate management, maintenance and enforcement capabilities; and

WHEREAS, the City intends to make the improvements in stages beginning with Phase 1, 2019 On Street Parking Program Implementation Plan during Fiscal Year 2019-2020 in an amount not to exceed \$110,000.00 for purchases of the equipment at the term bid prices and the associated services, software, and training; and

WHEREAS, provided that subsequent budgets allow, the City intends to implement Phase 2 over a four-year period, purchasing the necessary smart parking meter equipment at the term bid prices provided, while Duncan Parking Technologies, Inc. continues to provide the services necessary to operate the smart parking meter system at the pricing provided in its proposal.

**IT IS, THEREFORE, ORDERED** that the sixty-month term bid of Duncan Parking Technologies, Inc. to provide smart parking meter, which is an exhibit to this Order, is accepted as the lowest and best bid and that the sixty-month term bid of Duncan Parking Technologies,

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 1, 2019 10:00 A.M.

51

Inc. to provide software needed to support the smart parking meter system, which is part of the exhibit to this Order, is accepted as the lowest and best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to enter into an agreement with Duncan Parking Technologies, Inc. to provide services and training for the implementation and support of a smart parking meter system for a one-year term with up to four additional one-year extensions, subject to the appropriation of funding by the City Council each year and the authorization of the additional services by the Mayor without further action by the City Council.

**IT IS FURTHER ORDERED** that for Fiscal Year 2019-2020, the City is authorized to pay Duncan Parking Technologies, Inc. an amount in FY 2019-2020 not to exceed \$110,000.00 for the purchase of equipment, software, services and training for the implementation and support of the smart parking meter system.

Council Member Priester moved adoption; Council Member Tillman seconded.

-----  
President Lindsay recognized Jordan Hillman, Director of Planning and Development, who provided Council with a brief overview of said item.

-----  
Thereafter, President Lindsay called for a vote on said item:

Yeas- Foote, Lindsay, Priester and Tillman.  
Nays- None.  
Absent- Banks, Stamps and Stokes.

\*\*\*\*\*

President Lindsay recognized Monica Allen, Special Assistant to the City Attorney, who stated that an item was needed to be added to the agenda for consideration on an emergency basis in order to pay employees of the Jackson Zoo through September 30, 2019.

\*\*\*\*\*

Council Member Priester moved, seconded by Council Member Foote to add an item to the agenda on an emergency basis. The motion prevailed by the following vote:

Yeas- Foote, Lindsay, Priester and Tillman.  
Nays- None.  
Absent- Banks, Stamps and Stokes.

\*\*\*\*\*

President Lindsay requested that the Clerk read the Order:

**ORDER AUTHORIZING MAYOR TO ISSUE AN EMERGENCY FUNDS TRANSFER TO THE JACKSON ZOOLOGICAL SOCIETY, INC. ("JZS"), A NON-PROFIT CORPORATION; INCREASING THE CURRENT FISCAL YEAR BUDGET BY \$13,071.00 TO ISSUE PAYROLL FOR CURRENT EMPLOYEES OF THE JACKSON ZOOLOGICAL PARK ("ZOO"), LOCATED AT 2918 WES1 CAPITAL STREET, THROUGH SEPTEMBER 30, 2019.**

WHEREAS, the management agreement of the Zoo expired during the month of September 2018 and subsequent to expiration of the management agreement, the governing authorities authorized extension of the management agreement through December 31, 2018 and once again, through September 30, 2019;

WHEREAS, the City hasn't completed negotiations with the entity preliminarily selected to manage the Zoo and believes that the best interest of the City to ensure that the care, operation, and maintenance of the Zoo and related functions are uninterrupted pending the final negotiation of said Lease and Management Agreement to manage the Zoo; and

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  
2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING FINAL PAYMENT TO DICKERSON & BOWEN, INC. FOR THE 2020 FLOOD DISASTER STREET RESURFACING PROJECT (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

\_\_\_\_\_  
CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

\_\_\_\_\_  
DATE

**ORDER AUTHORIZING A LICENSE AGREEMENT FOR USE OF PROJECT FACILITY WITH HERTZ JACKSON THREE, LLC TO PROVIDE SPACE FOR THE STORAGE OF PARKING METERS, AND RELATED PARTS AND EQUIPMENT (WARD 7)**

**WHEREAS**, the City has need of storage space for its parking meter inventory and inventory of parts and equipment used as it upgrades its parking meter system; and

**WHEREAS**, Hertz Jackson Three, LLC is the owner for a building commonly known as Parking at Jackson Place, 100 East Capitol Street, Jackson, Mississippi 39201, which has storage space of 4,579 square feet available for use; and

**WHEREAS**, Hertz Jackson Three, LLC has agreed to license the use of this storage space to the City of Jackson for no charge for term of September 10, 2021 through August 31, 2022 unless terminated sooner or extended under the terms of the lease agreement; and

**WHEREAS**, under the terms of the license, the City will be required to obtain the following insurance policies at its own cost: (i) a commercial general liability insurance policy, including insurance against assumed or contractual liability under this Agreement, for liability arising out of the ownership, use, occupancy or maintenance of the Facility and all areas appurtenant thereto, including any other portion of the Project used by Licensee, to afford protection with respect to bodily injury, death or property damage (including loss of use) of not less than One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate; and (ii) an all-risks property and casualty insurance (special form building and personal property coverage) policy, including theft coverage, written at replacement cost value with replacement cost endorsements, covering all of the Licensee's property; and

**WHEREAS**, Hertz Jackson Three, LLC may terminate the license agreement for cause immediately, if the City breaches any of the covenants within the lease or is in default under any of the terms or conditions of the lease; and

**WHEREAS**, either party to the license agreement may terminate it by providing written notification of such termination to the other party specifying the effective date of such termination.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a License Agreement for Use of Project Facility with Hertz Jackson Three, LLC for use as storage for parking meters and related parts and equipment pursuant to the terms set forth above.

**IT IS FURTHER ORDERED** that payment of all insurance premiums required by the License Agreement is authorized.

Agenda Item #63  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)



**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Marlin King, Director  
**Date:** October 5, 2021  
**Subject:** Agenda Item

Attached you will find an item for the agenda authorizing a license agreement with Hertz Jackson Three, LLC for storage space at Parking at Jackson Place. The storage space will be used to store parking meters, and related parts and equipment, all of which are being used in the ongoing upgrade of the City's Parking Meter System.

Under the terms of the license agreement, the City will not be required to make any payments to Hertz Jackson Three, LLC during the term, which begins effective September 10, 2021 and concludes on August 31, 2022 unless either party terminates the agreement or there is an amendment to the agreement to extend the term.

The City will have to obtain commercial liability insurance covering its use of the space and an all risks property and casualty insurance policy to provide for the replace or repair of the premises.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/5//2021**

<b>P O I N T S</b>		<b>C O M M E N T S</b>						
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING A LICENSE AGREEMENT FOR USE OF PROJECT FACILITY WITH HERTZ JACKSON THREE, LLC TO PROVIDE SPACE FOR THE STORAGE OF PARKING METERS, AND RELATED PARTS AND EQUIPMENT (WARD 7)</b>						
2.	<b>Purpose</b>	Provide storage space for parking meters, and related parts and equipment						
3.	<b>Who will be affected</b>	The City Parking Meter Program and users of City parking meters.						
4.	<b>Benefits</b>	Allows for the continued operation of City parking meters and their continued upgrade						
5.	<b>Schedule (beginning date)</b>	N/A						
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>	Ward 7						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Public Works						
8.	<b>COST</b>	Cost of insurance premium to be determined						
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 4613 6813						
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>

Office of the City Attorney

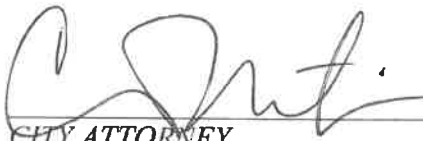

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING A LICENSE AGREEMENT FOR USE OF PROJECT FACILITY WITH HERTZ JACKSON THREE, LLC TO PROVIDE SPACE FOR THE STORAGE OF PARKING METERS, AND RELATED PARTS AND EQUIPMENT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
CITY ATTORNEY  
Terry Williamson, *Legal Counsel* 

10/6/21  
\_\_\_\_\_  
DATE



## LICENSE AGREEMENT FOR USE OF PROJECT FACILITY

THIS LICENSE AGREEMENT FOR USE OF PROJECT FACILITY (the "Agreement"), made this \_\_\_\_ day of September 2021 (the "Effective Date"), is entered into by and between Hertz Jackson Three, LLC, A Delaware Limited Liability Company (the "Owner") and the City of Jackson, MS (the "Licensee").

WHEREAS, Owner is the owner of that certain building commonly known as **Parking at Jackson Place** (the "Building"), located on certain property with the address of **100 East Capitol St., Jackson, MS 39201** (the Building and such property are collectively referred to herein as the "Project");

WHEREAS, Licensee desires to use the **4,579 rentable square foot area out lined in red on the attached plan shown as Exhibit A at Jackson Place garage** of the Project (the "Facility") for the purpose of storage (the "Permitted Use") shown in Exhibit A; and

WHEREAS, subject to the terms of this Agreement, Owner consents to such Permitted Use;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

- USE OF FACILITY.** By its execution of this Agreement, Owner hereby consents to the use of the Facility by Licensee for the Permitted Use specified above during the Term, defined below, of this Agreement, and subject to the terms of this Agreement. Owner reserves the right to designate the portion of the Facility that may be used by Licensee for the Permitted Use (if such portion is designated by Owner, such designated portion is referred to herein as the "Facility Area").
- RENTAL DEPOSIT.** \$0.00
- TERM.** Unless sooner terminated or extended pursuant to the terms of this Agreement, the term of this Agreement shall be from September 10, 2021 to August 31, 2022 (the "Term").
- LICENSE FEE.** \$0.00
- PRODUCTS TO BE SOLD.** Intentionally Deleted
- HOURS OF SERVICE.** Intentionally Deleted
- COMPLIANCE WITH LAWS.** Licensee shall, at Licensee's sole expense, obtain all permits and licenses necessary in order to use the Facility for the Permitted Use. Contemporaneously with Licensee's execution of this Agreement, Licensee shall provide Owner with a copy of any permit or license that is required for such Permitted Use. Licensee shall comply with all governmental laws, ordinances, and regulations applicable to Licensee's use of the Facility, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Licensee in or upon the Project, or connected with Licensee's use of the Facility, all at Licensee's sole expense.
- INSURANCE.** At all times after the execution of this Agreement, Licensee will carry and maintain, at its expense with insurance companies reasonably acceptable to Owner that are rated no less than A-, Class IV, by A.M. Best Company: (i) a commercial general liability insurance policy, including insurance against assumed or contractual liability under this Agreement, for liability arising out of the ownership, use, occupancy or maintenance of the Facility and all areas appurtenant thereto, including any other portion of the Project used by Licensee, to afford protection with respect to bodily injury, death or

property damage (including loss of use) of not less than One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate; and (ii) an all-risks property and casualty insurance (special form building and personal property coverage) policy, including theft coverage, written at replacement cost value with replacement cost endorsements, covering all of the Licensee's property; (iii) a worker's compensation insurance policy with applicable statutory limits; (iv) automobile liability insurance with single limit coverage of at least \$100,000 for all owned, leased, hired or non-owned vehicles. To the extent Licensee engages any contractors in connection with Licensee's use of the Facility (as shown on Exhibit B), Licensee shall require such contractor to submit to Owner evidence that such contractor maintains in full force and effect the insurance policies Licensee is required to maintain hereunder, in addition to subcontractor submitting to Owner evidence that contractor maintains in full force and effect the following insurance: (i) a worker's compensation insurance policy with applicable statutory limits; and (ii) automobile liability insurance with single limit coverage of at least \$100,000 for all owned, leased, hired or non-owned vehicles. Each insurance policy required to be maintained hereunder by Licensee shall include an "Additional Insured Endorsement" in favor of Hertz Investment Group, Hertz Jackson Three, LLC, Jackson Redevelopment Authority, the City of Jackson, its subsidiaries and affiliated companies, as well as the employees, officers, directors and agents of such companies and any other designees of Owner and shall be primary. An ACORD 25 certificate of such insurance in a form reasonably satisfactory to Owner, or certified copies of the policies, shall be furnished to Owner on or before the earlier of the commencement of the Term or ten (10) days after execution of this Agreement, reflecting the limits and endorsements required herein, and renewal ACORD 25 certificates or certified copies of renewal policies shall be delivered to Owner at least ten (10) days prior to the expiration date of any policy. Each policy shall require notice of nonrenewal to Owner and shall further provide that it may not be altered or canceled without thirty (30) days prior notice to Owner. Owner agrees to cooperate with Licensee to the extent reasonably requested by Licensee to enable Licensee to obtain such insurance. Owner shall have the right to require increased limits if, in Owner's reasonable judgment, such increase is necessary. Each insurance policy required to be maintained hereunder by Licensee shall include a waiver of subrogation in favor of Owner.

**Commented [TW1]:** The City is self-insured as to auto liability insurance. I believe the City has excess workers' comp coverage, but self-insurance below the excess coverage.

Owner shall maintain, during the Term of this Agreement (i) a commercial general liability insurance policy of not less than One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate, and (ii) an all-risk property and casualty insurance policy, including theft coverage, written at full replacement cost value and with replacement cost endorsement, covering the Project, including the Building and all personal property, fixtures and improvements therein belonging to Owner. Owner shall not be obligated to insure any property of Licensee.

9. **INDEMNIFICATION.** Licensee agrees that all personal property brought into the Facility shall be at the sole risk of Licensee, and that the Owner shall not be liable for the loss thereof or any damages thereto occasioned from any act of any other person. To the extent permitted by Mississippi law, Licensee shall indemnify and hold harmless Owner and its agents, directors, officers, shareholders, partners, members, employees and invitees, from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) in connection with any injury to, including death of, any person or damage to any property arising, wholly or in part, out of any act, omission, or neglect of Licensee or its agents, directors, officers, shareholders, members, partners, employees, agents, invitees, or guests or any parties contracting with such party relating to Licensee's use of the Facility. Licensee expressly agrees that it is solely responsible for all automobiles brought into the Facility, and Owner has no liability for damage, theft or other loss associated with these automobiles.
10. **MAINTENANCE OF FACILITY.** At all times when the Facility is being used by Licensee, Licensee shall ensure that the Facility Area is kept clean and free of all debris. Owner shall have no obligation to

provide any cleaning or other services to the Facility during or following Licensee's use of the Facility. Licensee will be responsible for cleaning the Facility Area following Licensee's use of the Facility, and for disposing of all trash or other debris generated by Licensee's use of the Facility.

11. **DAMAGE OR DESTRUCTION.** If the Facility or any portion thereof shall be damaged or destroyed during the Term of this Agreement by the intentional or unintentional act, default or negligence of the Licensee, its agents, employees, contractors, servants, patrons or guests, Licensee shall pay to Licensor, within ten (10) days after demand, such sum as shall be necessary to restore the Facility to the condition that existed prior to the occurrence of such damage, but only to the extent that such damage or destruction is not covered by insurance.
12. **SIGNAGE.** No signage or advertising material, including but not limited to placards, banners, pennants or any other form of sign or other advertising media, shall be displayed by Licensee in any area of the Project without obtaining the prior written consent of Owner in each instance.
13. **ALTERATIONS OR ADDITIONS.** Licensee accepts the Facility in its existing "as is" condition as of the Effective Date, and Licensee shall not make any alterations or additions to the Facility, nor install any trade fixtures of any kind in the Facility, without obtaining the prior written consent of Owner in each instance.
14. **RESTROOMS.** Restrooms located in the lobby of the parking garage.
15. **RULES AND REGULATIONS.** Licensee shall comply with the rules and regulations for the Project that are in effect from time to time (the "Rules") in connection with its use of the Facility, and Licensee shall ensure compliance with such Rules by Licensee's employees, agents, contractors and invitees. A copy of the Rules in effect as of the Effective Date is attached hereto as Exhibit C, and a copy of the Rules, as the same are in effect from time to time, is available in the management office of the Project.
16. **TERMINATION.**
  - (a) **Termination for cause.** In the event that Licensee breaches any covenant hereunder or is in default under any term or condition of this Agreement, Owner shall have the right, at its option, to immediately terminate this Agreement and exercise any and all rights and remedies provided at law or in equity, including, without limitation, the right to reclaim possession of the Facility Area from Licensee and bring an action to recover all damages suffered by Owner as a result of such breach or default by Licensee, and the right to cure any such default and recover from Licensee all costs incurred by Owner in effecting such cure.
  - (b) **Emergency suspension of use of Facility.** In the event that Owner reasonably determines that activities in the Facility during Licensee's use of the Facility pose an immediate threat to property, life or safety of any person in the Project, Owner may require that Licensee immediately suspend all activities in and cease use of the Facility. Following such suspension, Owner may, in its discretion, elect to continue this Agreement in full force and effect if Licensee provides Owner with adequate assurance that the activities that resulted in such suspension will not occur again, or terminate this Agreement pursuant to subparagraph (a) above.
  - (c) **Termination by election.** Either party shall have the right to terminate this Agreement by providing written notice of such termination to the other party specifying the effective date of such termination.

(d) **Effect of termination.** Licensee shall be and remain fully liable for all unpaid Rent and other charges that have accrued under this Agreement through the effective date of any termination of this Agreement.

17. **NOTICES.** Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given or delivered if hand delivered to the addresses for Owner and Licensee stated below, or if sent by certified United States Mail, return receipt requested, or if sent by receipted overnight delivery service to such addresses. Notice affected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded as follows:

To Owner: Hertz Jackson Three, LLC  
190 E. Capitol St, Suite 675  
Jackson, MS 39201

With a copy to: Hertz Jackson Three, LLC  
Attn: Cory Collins, Regional Manager  
190 E. Capitol St, Suite 675  
Jackson, MS 39201

To Licensee: The City of Jackson, MS  
449 Howland - 212 South President Street  
Jackson, MS 39201

With a copy to: City of Jackson Department of Public Works  
Warren H. Hall Administrative Building - 2<sup>nd</sup> Floor  
200 South President Street  
Jackson, MS 39201

and: Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39201

Formatted: Superscript

18. **ASSIGNMENT.** Licensee shall have no right to assign this Agreement or license or otherwise permit any third party to use the Facility.

19. **OWNER'S LIABILITY.** Anything contained in this Agreement to the contrary notwithstanding, Licensee's sole and exclusive remedy for the failure of Owner to perform any of its obligations shall be to proceed against the interests of Owner in and to the Project. Licensee hereby agrees that no personal assets, property, or any funds, assets, or other resources attached to or any may hereafter acquire any condition shall attach to or be liable to pay, or otherwise discharge, or any obligations hereunder. Licensee further agrees that Owner's liability to Licensee under the terms of this Agreement for any claims arising

out of alleged or actual defaults or breaches by Owner of the terms of this Agreement shall in no event exceed the Rent or other form of compensation paid or to be paid by Licensee to Owner during the twelve (12) month period following the occurrence of such alleged or actual default or breach. The terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

20. **SURRENDER OF THE FACILITY.** Upon the expiration or termination of this Agreement, Licensee shall surrender unto Owner the Facility, and all other portions of the Project used by Licensee, and make any necessary repairs or upgrades to make the area consistent to its original use prior to the Effective Date. Licensee shall remove all of its personal property, signs and trade fixtures from the Facility and shall repair any damage caused thereby. If Licensee shall fail to remove any of such property, then—~~(i) Owner's option (i) such property shall be deemed abandoned and may be retained by Owner; (ii) Owner shall have the right to remove and store such property, at Licensee's expense, without further notice to or demand upon Licensee; or (iii) Owner shall be permitted to sell or otherwise dispose of any and all of such property, and retain the proceeds of any sale of such property, in which event Licensee shall have no claim to any proceeds of such sale.~~
21. **ENTIRE AGREEMENT; SUCCESSORS BOUND.** This Agreement and the exhibits attached hereto, if any, contain the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties herein, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals unto this Agreement as of the Effective Date of this Agreement.

**Landlord:**  
Hertz Jackson Three, LLC  
A Delaware Limited Liability Company

**LICENSEE:**  
The City of Jackson, MS

By: \_\_\_\_\_ (signature)

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (print)

Name: \_\_\_\_\_ (print)

Its: \_\_\_\_\_ (title)

Its: \_\_\_\_\_ (title)

**Exhibit A**  
**SEE ATTACHED**

Exhibit B – Certificate of Insurance  
See Attached

**Exhibit C**

**TO THE LICENSE AGREEMENT FOR USE OF PROJECT FACILITY**

**RULES & REGULATIONS**

1. No smoking shall be permitted within any portion of the Building or within twenty (20) feet of the Building's exterior doors, including Licensee spaces and common areas.
2. Owner may provide and maintain a directory for all Licensees of the Building. No signs, advertisements or notices visible to the general public shall be permitted within the Project without the prior written consent of Owner. Owner shall have the right to remove any such sign, placard, picture, advertisement, name or notice placed in violation of this rule without notice to and at the expense of the applicable Licensee.
3. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Licensees or used by any Licensee for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the Building. At no time shall any Licensee permit its employees, agents, contractors or invitees to loiter in common areas or elsewhere in or about the Building or Project.
4. Corridor doors, when not in use, shall be kept closed.



5. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, food or other unsuitable material shall be thrown or placed therein. Every Licensee shall be responsible for ensuring that its employees, agents, contractors and invitees utilize Common Area restrooms in accordance with generally accepted practices of health, cleanliness and decency.

6. Owner shall provide all locks for doors into each Licensee's leased area, and no Licensee shall place any additional lock or locks on any door in its leased area without Owner's prior written consent. Two keys for each lock on the doors in each Licensee's leased area shall be furnished by Owner. Additional keys shall be made available to Licensees at the cost of the Licensee requesting such keys. No Licensee shall have any duplicate keys made except by Owner. All keys shall be returned to Owner at the expiration or earlier termination of the applicable lease.

7. A Licensee may use microwave ovens and coffee brewers in kitchen or break areas. Except as expressly authorized by Owner in writing, no other appliances or other devices are permitted for cooking or heating of food or beverages in the Building. No portable heaters, space heaters or any other type of supplemental heating device or equipment shall be permitted in the Building. All Licensees shall notify their employees that such heaters are not permitted.

8. All Licensees will refer all contractors, subcontractors, contractors' representatives and installation technicians who are to perform any work within the Building to Owner before the performance of any work. This provision shall apply to all work performed in the Building including, but not limited to installation of telephone and communication equipment, medical type equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.

9. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by a Licensee of any heavy equipment, bulky material or merchandise which require the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Owner. A Licensee must seek Owner's prior approval by providing in writing a detailed listing of any such activity. If approved by Owner, such activity shall be performed in the manner stated by Owner.

10. All deliveries to or from the Building shall be made only at such times, in the manner and through the areas, entrances and exits designated by Owner.

11. No portion of any Licensee's leased area shall at any time be used for sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of guide dogs accompanying visually impaired persons, shall be brought into or kept in, on or about any Licensee's leased area.

12. No Licensee shall make or permit any loud or improper noises in the Building or otherwise interfere in any way with other Licensees or persons having business with them.

13. Each Licensee shall endeavor to keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, stairways or other common areas, nor shall Licensees place any trash receptacles in these areas.

14. No Licensee shall employ any person for the purpose of cleaning other than the authorized cleaning and maintenance personnel for the Building unless otherwise approved in writing by Owner. The work of cleaning personnel shall not be hindered by a Licensee after 5:30 PM local time, and such cleaning work may be done at any time when the offices are vacant. Exterior windows and common areas may be cleaned at any time.

15. To insure orderly operation of the Building, Owner reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspapers. No Licensee shall install a vending machine in the Building without obtaining Owner's prior written approval, which shall not be unreasonably withheld; provided, however, any vending machine installed in the Building shall not exceed the weight load capacity of the floor where such machine is to be installed; and, Owner reserves the right to require that such vending machine be separately metered in accordance with this Service Agreement, and that such vending

machine be equipped with an automatic device that reduces the power consumption of such machine during non-peak hours of use of such machine.

16. Owner shall not be responsible to Licensees, their agents, contractors, employees or invitees for any loss of money, jewelry or other personal property from the leased premises or public areas or for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.

17. All Licensees shall exercise reasonable precautions in protection of their personal property from loss or damage by keeping doors to unattended areas locked. Licensees shall also report any thefts or losses to the Building Manager and security personnel as soon as reasonably possible after discovery and shall also notify the Building Manager and security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance. The Licensee shall be responsible for notifying appropriate law enforcement agencies of any theft or loss of any property of Licensee or its employees, agents, contractors, or invitees.

18. All Licensees, their employees, agents, contractors and invitees may be called upon to show suitable identification and sign a building register when entering or leaving the Building at any and all times designated by Owner from time to time, and all Licensees shall cooperate fully with Building personnel in complying with such requirements.

19. No Licensee shall solicit from or circulate advertising material among other Licensees of the Building except through the regular use of the U.S. Postal Service. A Licensee shall notify the Building Manager or the Building personnel promptly if it comes to its attention that any unauthorized persons are soliciting from or causing annoyance to Licensees, their employees, guests or invitees.

20. Owner reserves the right to deny entrance to the Building or remove any person or persons from the Building in any case where the conduct of such person or persons involves a hazard or nuisance to any Licensee of the Building or to the public or in the event of other emergency, riot, civil commotion or similar disturbance involving risk to the Building, Licensees or the general public.

21. Unless expressly authorized by Owner in writing, no Licensee shall tamper with or attempt to adjust temperature control thermostats in the Building. Upon request, Owner shall adjust thermostats as required to maintain the Building Standard temperature.

22. All requests for overtime air conditioning or heating must be submitted in writing to the Building management office by noon on the day desired for weekday requests, by noon Friday for weekend requests, and by noon on the preceding business day for Holiday requests.

23. Licensees shall only utilize the termite and pest extermination service designated or approved by Owner.

24. No Licensee shall install, operate or maintain in its leased premises or in any other area of the Building, any electrical equipment which does not bear the U.L. (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Owner, taking into consideration the overall electrical system and the present and future requirements therefore in the Building.

25. Parking in the Parking Facility shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Owner. Failure to observe the rules and regulations shall terminate an individual's right to use the Parking Facility and subject the vehicle in violation to removal and/or impoundment. Parking stickers or other forms of identification supplied by Owner shall remain the property of Owner and not the property of a Licensee and are not transferable. The owner of the vehicle or its driver assumes all risk and responsibility for damage, loss or theft to vehicles, personal property or persons while such vehicle is in the Parking Facility.

26. Each Licensee shall observe Owner's reasonable rules with respect to maintaining standard window coverings at all windows in its leased premises so that the Building presents a uniform exterior appearance. Each Licensee shall ensure that to the extent reasonably practical, window coverings are closed on all windows in its leased premises while they are exposed to the direct rays of the sun.

27. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Owner for such purposes and except as may be needed or used by a physically handicapped person.

28. Owner reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the Licensees and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a Licensee, shall be binding upon it in like manner as if originally herein prescribed.



OFFICE OF THE CITY ATTORNEY  
10/12/2021

**ORDER RATIFYING PURCHASES AND PROCUREMENT OF MATERIALS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

**WHEREAS**, the Infrastructure Management Division/Paved Streets Section of the Department of Public Works had need of certain materials necessary to the operation and maintenance of the City's street maintenance section; and

**WHEREAS**, due to exigent circumstances, the purchase and procurement of these necessary materials was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

**WHEREAS**, the materials purchases set forth in certain invoices attached hereto where delivered and used in the operation and maintenance of the City's streets.

**IT IS, THEREFORE, ORDERED** that the procurement of street resurfacing and repair materials from the following vendors in the amounts set forth is ratified, consistent with the attached invoices:

Dickerson and Bowen, Inc---Cold Mix	\$6,908.00
Surface SC1-Type 2	\$38,352.72
APAC Mississippi, Inc. ----BC-1 Type 6	\$1,906.50
SC-1Type 8	\$5,201.18
WMA HT 9.5MM	\$1,897.68
Total	\$54,266.08

**IT IS FURTHER ORDERED** that payment of the attached invoices in the amounts set forth in this Order is authorized.

Agenda Item #64  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 27, 2021

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																														
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PURCHASES AND PROCURMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS</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>	The Paved Street Section will use these funds to pay overdue payments for materials provide by Dickerson and Bowen and APAC Mississippi, Inc.																																														
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval																																														
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>	City Wide																																														
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>	\$54,266.08																																														
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>	001.451.24.6320 031-521.40-6320 031-522.20-6320																																														
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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**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Marlin King, Director  
Department of Public Works

**Date:** September 27, 2021

**Agenda Item:** **ORDER RATIFYING PURCHASES AND PROCUREMENT  
OF SERVICES FROM CERTAIN VENDORS AND  
AUTHORIZING PAYMENTS TO SAID VENDORS**

**Council Meeting:** Regular Council Meeting, October 12, 2021

**Consultant/Contractor:** N/A

**Purpose:** The Paved Street Section will use these funds to pay overdue payments for materials provide by Dickerson and Bowen and APAC Mississippi, Inc. throughout the City of Jackson.

**Cost:** \$54,266.08

**Project/Contract Type:** N/A

**Funding Source:** 001.451.24.6320, 031-521.40.6320 & 031.522.20.6320

**Schedule/Time:** October 12, 2021

**DPW Manager:** Tony Howard

**Background:** The Paved Street Section will use these funds to pay overdue payments for materials provide by Dickerson and Bowen and APAC Mississippi, Inc.

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  
10/6/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PURCHASES AND PROCUREMENT OF MATERIALS FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
CITY ATTORNEY  
Terry Williamson, *Legal Counsel* 

10 | 6 | 21  
\_\_\_\_\_  
DATE



**TOTAL:**    \$1,460.48

**REIMBURSEMENT FORM**

**DATE:**    07.30.21

**INVOICE#:**    79406

**VENDOR:**

Dickerson & Bowen

ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$1,122.80	Paved Streets Routine Maintenance
031-521.40-6320	\$168.00	Water Maintenance Utility Cuts
031-522.20-6320	\$169.68	Sewer Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$1,460.48</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

rab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79406  
Date: 7/30/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
07/30/21	Surface SC-1 Type 2	26.080 TON	56.0000 E	1,460.48	0.00		0.00	1,460.48
	Total:			1,460.48	0.00		0.00	1,460.48
	Total Invoice:			1,460.48	0.00		0.00	1,460.48

RECEIVED

AUG 09 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	1,460.48
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL: \$5,874.96**

**REIMBURSEMENT FORM**

**DATE: 07.30.21**

**INVOICE#: 79372**

**VENDOR:**

**Dickerson & Bowen**

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
<b>001-451.24-6320</b>	<b>\$3,059.28</b>	<b>Paved Streets Routine Maintenance</b>
<b>031-521.40-6320</b>	<b>\$1,923.04</b>	<b>Water Maintenance Utility Cuts</b>
<b>031-522.20-6320</b>	<b>\$892.64</b>	<b>Sewer Maintenance Utility Cuts</b>
<b>TOTAL</b>	<b>\$5,874.96</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

iab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79372  
Date: 7/30/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
07/26/21	Surface SC-1 Type 2	24.010	TON	56.0000 E	1,344.56	0.00		0.00	1,344.56
07/27/21	Surface SC-1 Type 2	26.540	TON	56.0000 E	1,486.24	0.00		0.00	1,486.24
07/28/21	Surface SC-1 Type 2	29.520	TON	56.0000 E	1,653.12	0.00		0.00	1,653.12
07/29/21	Surface SC-1 Type 2	24.840	TON	56.0000 E	1,391.04	0.00		0.00	1,391.04
<b>Total:</b>					<b>5,874.96</b>	<b>0.00</b>		<b>0.00</b>	<b>5,874.96</b>
<b>Total Invoice:</b>					<b>5,874.96</b>	<b>0.00</b>		<b>0.00</b>	<b>5,874.96</b>

RECEIVED  
AUG 09 2021  
CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	5,874.96
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL:**     \$6,618.08

**REIMBURSEMENT FORM**

**DATE:**     08.17.21

**INVOICE#:** 79461

**VENDOR:**

Dickerson & Bowen

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$4,296.32	Paved Streets Routine Maintenance
031-521.40-6320	\$1,767.36	Water Maintenance Utility Cuts
001-451.25-6320	\$554.40	Bridges & Drainage Utility Cuts
<b>TOTAL</b>	<b>\$6,618.08</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

ab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79461  
Date: 8/17/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
08/09/21	Surface SC-1 Type 2	32.920	TON	56.0000 E	1,843.52	0.00		0.00	1,843.52
08/10/21	Surface SC-1 Type 2	22.070	TON	56.0000 E	1,235.92	0.00		0.00	1,235.92
08/11/21	Surface SC-1 Type 2	23.060	TON	56.0000 E	1,291.36	0.00		0.00	1,291.36
08/12/21	Surface SC-1 Type 2	18.440	TON	56.0000 E	1,032.64	0.00		0.00	1,032.64
08/13/21	Surface SC-1 Type 2	21.690	TON	56.0000 E	1,214.64	0.00		0.00	1,214.64
<b>Total:</b>					<b>6,618.08</b>	<b>0.00</b>		<b>0.00</b>	<b>6,618.08</b>
<b>Total Invoice:</b>					<b>6,618.08</b>	<b>0.00</b>		<b>0.00</b>	<b>6,618.08</b>

RECEIVED

AUG 23 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	<b>Total:</b>	<b>6,618.08</b>
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL:**    \$3,963.68

**REIMBURSEMENT FORM**

**DATE:**    08.24.21

**INVOICE#:** 79476

**VENDOR:**

Dickerson & Bowen

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$1,458.24	Paved Streets Routine Maintenance
031-521.40-6320	\$2,505.44	Water Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$3,963.68</b>	

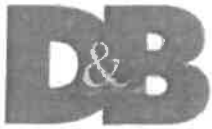
**REMARKS:**

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\_\_\_\_\_

**PREPARED BY:**

fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79476  
Date: 8/24/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

RECEIVED

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

AUG 27 2021

CITY OF JACKSON  
FINANCE DIVISION

Sale Date	Material	Units UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
08/16/21	Surface SC-1 Type 2	15.850 TON	56.0000 E	887.60	0.00		0.00	887.60
08/17/21	Surface SC-1 Type 2	15.310 TON	56.0000 E	857.36	0.00		0.00	857.36
08/18/21	Surface SC-1 Type 2	16.510 TON	56.0000 E	924.56	0.00		0.00	924.56
08/19/21	Surface SC-1 Type 2	23.110 TON	56.0000 E	1,294.16	0.00		0.00	1,294.16
Total :				3,963.68	0.00		0.00	3,963.68
Total Invoice:				3,963.68	0.00		0.00	3,963.68

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	3,963.68
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699



**TOTAL:**    \$1,031.52

**REIMBURSEMENT FORM**

**DATE:**    08.31.21

**INVOICE#:** 79547

**VENDOR:**

Dickerson & Bowen

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$455.84	Paved Streets Routine Maintenance
031-522.20-6320	\$575.68	Sewer Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$1,031.52</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79547  
Date: 8/31/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
08/27/21	Surface SC-1 Type 2	18.420	TON	56.0000 E	1,031.52	0.00		0.00	1,031.52
Total :					1,031.52	0.00		0.00	1,031.52
Total Invoice:					1,031.52	0.00		0.00	1,031.52

RECEIVED

SEP 08 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	1,031.52
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL:**     \$5,485.76

**REIMBURSEMENT FORM**

**DATE:**     08.31.21

**INVOICE#:**   79518

**VENDOR:**

**Dickerson & Bowen**

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$3,438.96	Paved Streets Routine Maintenance
031-521.40-6320	\$1,597.68	Water Maintenance Utility Cuts
031-522.20-6320	\$280.00	Sewer Maintenance Utility Cuts
001-451.25-6320	\$169.12	Bridges & Drainage Utility Cuts
<b>TOTAL</b>	<b>\$5,485.76</b>	

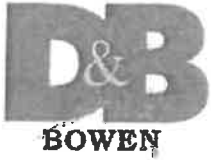
**REMARKS:**

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\_\_\_\_\_

**PREPARED BY:**

fab

DICKERSON



A Heavy Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79518  
Date: 8/31/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units UM	Unit Price	MatlTotal	Hau/Total	TaxCd	Tax	Total
08/23/21	Surface SC-1 Type 2	31.910 TON	56.0000 E	1,786.96	0.00		0.00	1,786.96
08/24/21	Surface SC-1 Type 2	22.050 TON	56.0000 E	1,234.80	0.00		0.00	1,234.80
08/25/21	Surface SC-1 Type 2	26.110 TON	56.0000 E	1,462.16	0.00		0.00	1,462.16
08/26/21	Surface SC-1 Type 2	17.890 TON	56.0000 E	1,001.84	0.00		0.00	1,001.84
Total :				5,485.76	0.00		0.00	5,485.76
Total Invoice:				5,485.76	0.00		0.00	5,485.76

RECEIVED

SEP 03 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	5,485.76
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL: \$3,896.48**

**REIMBURSEMENT FORM**

**DATE: 08.10.21**

**INVOICE#: 79421**

**VENDOR:**

**Dickerson & Bowen**

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$1,917.44	Paved Streets Routine Maintenance
031-521.40-6320	\$1,979.04	Water Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$3,896.48</b>	

**REMARKS:**

**PREPARED BY:**

fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 78421  
Date: 8/10/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatTotal	HaufTotal	TaxCd	Tax	Total
08/04/21	Surface SC-1 Type 2	21.180	TON	56.0000 E	1,184.96	0.00		0.00	1,184.96
08/05/21	Surface SC-1 Type 2	19.460	TON	56.0000 E	1,089.76	0.00		0.00	1,089.76
08/06/21	Surface SC-1 Type 2	28.960	TON	56.0000 E	1,621.76	0.00		0.00	1,621.76
<b>Total:</b>					<b>3,896.48</b>	<b>0.00</b>		<b>0.00</b>	<b>3,896.48</b>
<b>Total Invoice:</b>					<b>3,896.48</b>	<b>0.00</b>		<b>0.00</b>	<b>3,896.48</b>

RECEIVED

AUG 12 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	<b>Total:</b>	<b>3,896.48</b>
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

TOTAL: \$1,189.44

REIMBURSEMENT FORM

DATE: 09.07.21

INVOICE#: 79560

VENDOR:

Dickerson & Bowen

ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$620.48	Paved Streets Routine Maintenance
031-521.40-6320	\$568.96	Water Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$1,189.44</b>	

PREPARED BY:

jab

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_



**INVOICE**

Invoice #: 79560  
 Date: 9/7/21  
 Customer No: 122670

**From:** Dickerson & Bowen, Inc.  
 P. O. Box 1008  
 Brookhaven MS 39602-1008

**Sold To:** CITY OF JACKSON  
 FINANCE & MGT/ACCTS  
 P.O. BOX 17  
 JACKSON, MS 39205

**Delivered To:**

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
09/01/21	Surface SC-1 Type 2	21.240	TON	56.0000 E	1,189.44	0.00		0.00	1,189.44
<b>Total:</b>					1,189.44	0.00		0.00	1,189.44
<b>Total Invoice:</b>					1,189.44	0.00		0.00	1,189.44

**RECEIVED**

SEP 10 2021

CITY OF JACKSON  
 FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days

0.00 discount offered if paid before

**Total: 1,189.44**

**Remit To Address:**  
 Dickerson & Bowen  
 P.O. Box 23699  
 Jackson, MS 39225-3699



**TOTAL: \$7,357.28**

**REIMBURSEMENT FORM**

**DATE: 09.14.21**

**INVOICE#: 79573**

**VENDOR:**

**Dickerson & Bowen**

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$4,171.44	Paved Streets Routine Maintenance
031-521.40-6320	\$2,605.68	Water Maintenance Utility Cuts
031-522.20-6320	\$580.16	Sewer Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$7,357.28</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79573  
Date: 9/14/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
09/02/21	Surface SC-1 Type 2	20.250 TON	56.0000 E	1,134.00	0.00		0.00	1,134.00
09/03/21	Surface SC-1 Type 2	16.190 TON	56.0000 E	906.64	0.00		0.00	906.64
09/07/21	Surface SC-1 Type 2	21.860 TON	56.0000 E	1,224.16	0.00		0.00	1,224.16
09/08/21	Surface SC-1 Type 2	23.510 TON	56.0000 E	1,316.56	0.00		0.00	1,316.56
09/09/21	Surface SC-1 Type 2	18.650 TON	56.0000 E	1,044.40	0.00		0.00	1,044.40
09/10/21	Surface SC-1 Type 2	30.920 TON	56.0000 E	1,731.52	0.00		0.00	1,731.52
<b>Total:</b>				<b>7,357.28</b>	<b>0.00</b>		<b>0.00</b>	<b>7,357.28</b>
<b>Total Invoice:</b>				<b>7,357.28</b>	<b>0.00</b>		<b>0.00</b>	<b>7,357.28</b>

RECEIVED

SEP 17 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	<b>Total:</b>	<b>7,357.28</b>
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL: \$2,343.00**

**REIMBURSEMENT FORM**

**DATE: 08.17.21**

**INVOICE#: 79454**

**VENDOR:**

**Dickerson & Bowen**

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$2,343.00	Paved Streets Routine Maintenance
<b>TOTAL</b>	<b>\$2,343.00</b>	

**REMARKS:**  
\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**  
fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #:	79454
Date:	8/17/21
Customer No:	122670
PO #:	33151

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
JOB # / PO #	133151								
08/06/21	Cold Mix	21.300	TON	110.0000 E	2,343.00	0.00		0.00	2,343.00
<b>Total:</b>					<b>2,343.00</b>	<b>0.00</b>		<b>0.00</b>	<b>2,343.00</b>
<b>Total Invoice:</b>					<b>2,343.00</b>	<b>0.00</b>		<b>0.00</b>	<b>2,343.00</b>

RECEIVED

AUG 23 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	2,343.00
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL:**    \$2,345.20

**REIMBURSEMENT FORM**

**DATE:**    09.14.21

**INVOICE#:** 79567

**VENDOR:**

Dickerson & Bowen

<b>ACCOUNT #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
001-451.24-6320	\$2,345.20	Paved Streets Routine Maintenance
<b>TOTAL</b>	<b>\$2,345.20</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

fab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79567  
Date: 9/14/21  
Customer No: 122670

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Ship Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
09/02/21	Cold Mix	21.320	TON	110.0000 E	2,345.20	0.00		0.00	2,345.20
<b>Total:</b>					<b>2,345.20</b>	<b>0.00</b>		<b>0.00</b>	<b>2,345.20</b>
<b>Total Invoice:</b>					<b>2,345.20</b>	<b>0.00</b>		<b>0.00</b>	<b>2,345.20</b>

RECEIVED

SEP 17 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	<b>Total:</b>	<b>2,345.20</b>
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Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699

**TOTAL: \$2,219.80**

**REIMBURSEMENT FORM**

**DATE: 09.21.21**

**INVOICE#: 79631**

**VENDOR:**

**Dickerson & Bowen**

ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$2,219.80	Paved Streets Routine Maintenance
<b>TOTAL</b>	<b>\$2,219.80</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

jab

DICKERSON



BOWEN

A Highway Construction Company  
Brookhaven, Mississippi

INVOICE

Invoice #: 79631

Date: 9/21/21

Customer No: 122670

PO #: 33151

From: Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

Sold To: CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

Delivered To:

Job # / PO #	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
JOB # / PO # / 33151									
09/14/21	Cold Mix	20.180	TON	110.0000 E	2,219.80	0.00		0.00	2,219.80
Total:					2,219.80	0.00		0.00	2,219.80
Total Invoice:					2,219.80	0.00		0.00	2,219.80

RECEIVED

SEP 22 2021

CITY OF JACKSON  
FINANCE DIVISION

Payment Type: On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	Total:	2,219.80
-----------------------------	--------------------------------------	--------	----------

Remit To Address:  
Dickerson & Bowen  
P.O. Box 23699  
Jackson, MS 39225-3699



**TOTAL:**    \$1,475.04

**REIMBURSEMENT FORM**

**DATE:**    09.21.21

**INVOICE#:**    79616

**VENDOR:**

Dickerson & Bowen

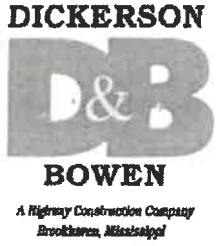
ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$777.84	Paved Streets Routine Maintenance
031-521.40-6320	\$697.20	Water Maintenance Utility Cuts
<b>TOTAL</b>	<b>\$1,475.04</b>	

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:**

ab



**INVOICE**

**Invoice #:** 79616  
**Date:** 9/21/21  
**Customer No:** 122670

**From:** Dickerson & Bowen, Inc.  
P. O. Box 1008  
Brookhaven MS 39602-1008

**Sold To:** CITY OF JACKSON  
FINANCE & MGT/ACCTS  
P.O. BOX 17  
JACKSON, MS 39205

**Delivered To:**

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
09/13/21	Surface SC-1 Type 2	18.910	TON	56.0000 E	1,058.96	0.00		0.00	1,058.96
09/14/21	Surface SC-1 Type 2	7.430	TON	56.0000 E	416.08	0.00		0.00	416.08
<b>Total :</b>					<b>1,475.04</b>	<b>0.00</b>		<b>0.00</b>	<b>1,475.04</b>
<b>Total Invoice:</b>					<b>1,475.04</b>	<b>0.00</b>		<b>0.00</b>	<b>1,475.04</b>

**RECEIVED**  
**SEP 22 2021**  
**CITY OF JACKSON**  
**FINANCE DIVISION**

**Payment Type:** On Account

NET30 pay terms Net 30 Days	0.00 discount offered if paid before	<b>Total:</b>	<b>1,475.04</b>
-----------------------------	--------------------------------------	---------------	-----------------

**Remit To Address:**  
**Dickerson & Bowen**  
**P.O. Box 23699**  
**Jackson, MS 39225-3699**

TOTAL: \$1,906.50

REIMBURSEMENT FORM

DATE: 08.07.21

INVOICE#: 4000109847

VENDOR:

APAC, MS

ACCOUNT #	AMOUNT	DESCRIPTION	
031-521.40-6320	\$318.57	Water Maintenance Utility Cuts	
001-451.24-6320	\$1,587.93	Paved Streets Routine Maintenance	
TOTAL DUE	\$1,906.50		

REMARKS:

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PREPARED BY:

Fsh



A CRH COMPANY

PO Box 24508  
Jackson, MS 39225-4508

Customer No: 210818  
Invoice No: 4000109847  
Inv Date: 08/07/21  
Page: Page 1 of 1

Customer Job: 963-

City of Jackson  
PO Box 17  
Jackson MS 39205-0017

APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508  
601-378-4000

marshallb@city.jackson.ms.us  
foration@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson A-1												
MATERIAL: BC-1 TY 6												
08/3/21	420031249	211340	BC-1 TY 6	14.74	TON	61.50	0.00	0.00	906.51	0.00	0.00	906.51
08/3/21	420031256	211340	BC-1 TY 6	11.08	TON	61.50	0.00	0.00	681.42	0.00	0.00	681.42
08/3/21	420031258	211340	BC-1 TY 6	5.18	TON	61.50	0.00	0.00	318.57	0.00	0.00	318.57
Total: BC-1 TY 6				31.00			TON		1,906.50	0.00	0.00	1,906.50
Total Invoice:				31.00					1,906.50	0.00	0.00	1,906.50

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,906.50

Amount Paid: \_\_\_\_\_

Customer Name: City of Jackson  
Customer No: 210818  
Invoice #: 4000109847  
Date: 08/07/21  
Customer Job: 963-  
Due Date: 09/06/21

If you have any questions about your invoice please call 601-378-4000

Remit Payment To: APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508

Please provide your email address below if you would like to start receiving your invoices via email

TOTAL: \$724.25

REIMBURSEMENT FORM

DATE: 08.14.21

INVOICE#: 4000110189

VENDOR:

APAC, MS

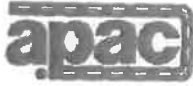
ACCOUNT #	AMOUNT	DESCRIPTION	
001-451.24-6320	\$724.25	Paved Streets Routine Maintenance	
TOTAL DUE	\$724.25		

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

PREPARED BY:

Fch



A CRH COMPANY

PO Box 24508  
Jackson, MS 39225-4508

Customer No: 210818  
Invoice No: 4000110189  
Inv Date: 08/14/21  
Page: Page 1 of 1

Customer Job: 963-

City of Jackson  
PO Box 17  
Jackson MS 39205-0017

APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508  
601-376-4000

marshallb@city.jackson.ms.us  
fbretton@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson A-1												
MATERIAL: SC-1 TYPE 8												
08/11/21	420031788	211780	SC-1 TYPE 8	10.69	TON	67.75	0.00	0.00	724.25	0.00	0.00	724.25
Total: SC-1 TYPE 8				10.69			TON		724.25	0.00	0.00	724.25
Total Invoice:				10.69					724.25	0.00	0.00	724.25

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 724.25

Amount Paid: \_\_\_\_\_

Customer Name: City of Jackson  
Customer No: 210818  
Invoice #: 4000110189  
Date: 08/14/21  
Customer Job: 963-  
Due Date: 09/13/21

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508

Please provide your email address below if you would like to start receiving your invoices via email

TOTAL: \$2,359.74

REIMBURSEMENT FORM

DATE: 08.21.21

INVOICE#: 4000110289

VENDOR:

APAC, MS

ACCOUNT #	AMOUNT	DESCRIPTION	
031-521.40-6320	\$1,038.61	Water Maintenance Utility Cuts	
001-451.24-6320	\$1,321.13	Paved Streets Routine Maintenance	
TOTAL DUE	\$2,359.74		

REMARKS:

\_\_\_\_\_  
  
\_\_\_\_\_

PREPARED BY:

Fah



A CRH COMPANY

PO Box 24508  
Jackson, MS 39225-4508

Customer No: 210818  
Invoice No: 4000110289  
Inv Date: 08/21/21  
Page: Page 1 of 1

Customer Job: 963-

City of Jackson  
PO Box 17  
Jackson MS 39205-0017

APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508  
601-378-4000

marshallb@city.jackson.ms.us  
fbratton@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson A-1												
MATERIAL: SC-1 TYPE 8												
08/17/21	420032119	211780	SC-1 TYPE 8	10.22	TON	67.75	0.00	0.00	692.41	0.00	0.00	692.41
08/17/21	420032134	211780	SC-1 TYPE 8	5.11	TON	67.75	0.00	0.00	346.20	0.00	0.00	346.20
08/20/21	420032458	211780	SC-1 TYPE 8	19.50	TON	67.75	0.00	0.00	1,321.13	0.00	0.00	1,321.13
Total: SC-1 TYPE 8				34.83			TON		2,359.74	0.00	0.00	2,359.74
Total Invoice:				34.83					2,359.74	0.00	0.00	2,359.74

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,359.74

Amount Paid: \_\_\_\_\_

Customer Name: City of Jackson  
Customer No: 210818  
Invoice #: 4000110289  
Date: 08/21/21  
Customer Job: 963-  
Due Date: 09/20/21

If you have any questions about your invoice please call 601-378-4000

Remit Payment To: APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508

Please provide your email address below if you would like to start receiving your invoices via email



TOTAL: \$1,140.91

REIMBURSEMENT FORM

DATE: 09.18.21

INVOICE#: 4000111270

VENDOR:

APAC, MS

ACCOUNT #	AMOUNT	DESCRIPTION	
031-521.40-6320	\$718.83	Water Maintenance Utility Cuts	
001-451.25-6320	\$422.08	Bridges & Drainage Utility Cuts	
TOTAL DUE	\$1,140.91		

REMARKS:

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PREPARED BY:

Fsk



A CRH COMPANY

PO Box 24508  
Jackson, MS 39225-4508

Customer No: 210818  
Invoice No: 4000111270  
Inv Date: 09/18/21  
Page: Page 1 of 1

Customer Job: 963-

City of Jackson  
PO Box 17  
Jackson MS 39205-0017

APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508  
601-376-4000

marshallb@city.jackson.ms.us  
fbratton@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson A-1												
MATERIAL: SC-1 TYPE 8												
09/16/21	420034967	211780	SC-1 TYPE 8	10.61	TON	67.75	0.00	0.00	718.83	0.00	0.00	718.83
09/16/21	420035053	211780	SC-1 TYPE 8	8.23	TON	67.75	0.00	0.00	422.08	0.00	0.00	422.08
Total: SC-1 TYPE 8				18.84			TON		1,140.91	0.00	0.00	1,140.91
Total Invoice:				18.84					1,140.91	0.00	0.00	1,140.91

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,140.91

Amount Paid: \_\_\_\_\_

Customer Name: City of Jackson  
Customer No: 210818  
Invoice #: 4000111270  
Date: 09/18/21  
Customer Job: 963-  
Due Date: 10/18/21

If you have any questions about your invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508

Please provide your email address below if you would like to start receiving your invoices via email

\_\_\_\_\_

TOTAL: \$976.28

REIMBURSEMENT FORM

DATE: 09.18.21

INVOICE#: 4000111323

VENDOR:

APAC, MS

ACCOUNT #	AMOUNT	DESCRIPTION	
031-521.40-6320	\$569.78	Water Maintenance Utility Cuts	
031-522.20-6320	\$406.50	Sewer Maintenance Utility Cuts	
TOTAL DUE	\$976.28		

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

PREPARED BY:

Fah



A CRH COMPANY

PO Box 24508  
Jackson, MS 39225-4508

Customer No: 210818  
Invoice No: 4000111428  
Inv Date: 09/25/21  
Page: Page 1 of 1  
Customer PO: CITY OF JACKSON  
Customer Job: 963-

City of Jackson  
PO Box 17  
Jackson MS 39205-0017

APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508  
601-376-4000

manhallb@city.jackson.ms.us  
fbratton@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04208 Asphalt - Jackson A-1												
MATERIAL: WMA HT 9.5MM												
08/20/21	420035496	212046	WMA HT 9.5MM	8.24	TON	67.75	0.00	0.00	558.28	0.00	0.00	558.28
08/20/21	420035535	212046	WMA HT 9.5MM	1.43	TON	67.75	0.00	0.00	96.88	0.00	0.00	96.88
08/20/21	420035573	212046	WMA HT 9.5MM	6.09	TON	67.75	0.00	0.00	412.60	0.00	0.00	412.60
09/21/21	420035690	212046	WMA HT 9.5MM	8.10	TON	67.75	0.00	0.00	548.78	0.00	0.00	548.78
09/21/21	420035835	212046	WMA HT 9.5MM	4.15	TON	67.75	0.00	0.00	281.16	0.00	0.00	281.16
Total: WMA HT 9.5MM				28.01			TON		1,897.68	0.00	0.00	1,897.68
Total Invoice:				28.01					1,897.68	0.00	0.00	1,897.68

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,897.68

Amount Paid: \_\_\_\_\_

Customer Name: City of Jackson  
Customer No: 210818  
Invoice #: 4000111428  
Date: 09/25/21  
Customer Job: 963-  
Customer PO: CITY OF JACKSON  
Due Date: 10/25/21

If you have any questions about your Invoice please call 601-376-4000

Remit Payment To: APAC Mississippi, Inc.  
PO Box 24508  
Mississippi Division  
Jackson, MS 39225-4508

Please provide your email address below if you would like to start receiving your invoices via email

**ORDER ACCEPTING THE TERM BIDS OF DESIGN PRECAST AND PIPE, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE MANHOLE SECTIONS & REINFORCED CONCRETE PIPE (BID NO. 65834-09142021). [ALL WARDS]**

OFFICE OF THE CITY ATTORNEY  
 10/12/21  
 65834-09142021

WHEREAS, sealed term bids for Concrete manhole Sections & Reinforced Concrete Pipe were opened September 14, 2021, and one (1) bid was received for a twenty-four month supply; and

WHEREAS, the Department of Public Works, Bridges and Drainage Section will use the various types of concrete pipe materials to repair and improve the pipes within the City of Jackson; and

WHEREAS, the staff of the Department of Public Works, Bridges and Drainage Section has reviewed the bid submitted and recommends the governing authorities deem the term bid submitted Design Precast & Pipe, Inc., 15215 Dedeaux Road, Gulfport, MS 39503, received September 14, 2021, as the lowest and best bid for the respective items, as follows:

**Design Precast & Pipe Inc., P. O. Box 2401, Gulfport, MS 39505, 15215 Dedeaux Road, Gulfport MS 39503, Robert Gregory, (228) 831-5833, [rgregory@designprecast.com](mailto:rgregory@designprecast.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
<b><u>Section I</u></b>			
1.	48" Diameter Poured-In Bottoms	\$0.00	\$625.00 Each
2.	60" Diameter Poured-In Bottoms	\$0.00	\$977.00 Each
3.	72" Diameter Poured-In Bottoms	\$0.00	\$1,396.00 Each
4.	48" Diameter Riser Section Available Lengths 1.0" Height	\$0.00	\$132.00 V.F.
5.	60" Diameter Riser Section Available Lengths 1.0' Height	\$0.00	\$192.00 V.F.
6.	72" Diameter Riser Section Available Lengths 1.0' Height	\$0.00	\$270.00 V.F.
7.	48" Diameter Eccentric Cone Section Available Lengths 2.0" Height, 4.0' Height	\$0.00	\$234.00 V.F.
8.	60" Diameter Eccentric Cone Section	N/A	N/A
9.	48" Diameter Flat Slab Top	\$0.00	\$240.00 Each

Agenda Item #65  
 Agenda Date: October 12, 2021  
 (KING, LUMUMBA)

**Section I (Cont'd)**

10.	60" Diameter Flat Slab Top	\$0.00	\$420.00 Each
11.	72" Diameter Flat Slab Top	\$0.00	\$750.00 Each
12.	4" Adjusting Rings	\$0.00	\$40.00 Each
13.	6" Adjusting Rings	\$0.00	\$60.00 Each

**Section II: Reinforced Concrete Round Culvert (ASTM c-76)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	12" Pipe	\$0.00	\$14.70 LF
2.	15" Pipe	\$0.00	\$14.70 LF
3.	18" Pipe	\$0.00	\$20.16 LF
4.	24" Pipe	\$0.00	\$30.77 LF
5.	27" Pipe	N/A	N/A
6.	30" Pipe	\$0.00	\$44.42 LF
7.	36" Pipe	\$0.00	\$57.75 LF
8.	42" Pipe	\$0.00	\$72.03 LF
9.	48" Pipe	\$0.00	\$91.04 LF
10.	54" Pipe	\$0.00	\$112.14 LF

**Section III: Reinforced Concrete Arch Culvert (ASTM C-506)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	22" x 13" Pipe	\$0.00	\$26.18 LF
2.	29" x 18" Pipe	\$0.00	\$37.38 LF
3.	36" x 23" Pipe	\$0.00	\$45.08 LF
4.	44" x 27" Pipe	\$0.00	\$61.76 LF
5.	51" x 31" Pipe	\$0.00	\$80.04 LF
6.	58" x 36" Pipe	\$0.00	\$101.78 LF
7.	65" x 40" Pipe	\$0.00	\$124.09 LF
8.	73" x 45" Pipe	\$0.00	\$153.30 LF
9.	88" x 54" Pipe	\$0.00	\$213.44 LF

**IT IS THEREFORE ORDERED** that the above-stated bids received for a twenty-four month supply of precast concrete manhole sections & reinforced concrete pipe, starting October 1, 2021 through September 30, 2023, are accepted as the lowest and best bid for the respective items, it being determined that these bids met the specification.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all documents necessary for the Department of Public Works to make payment for said precast concrete manhole and reinforced concrete pipe from the General Fund.

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

September 29, 2021  
DATE

<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 ACCEPTING THE TERM BID OF DESIGN PRECAST AND PIPE, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE MANHOLE SECTIONS &amp; REINFORCED CONCRETE PIPE (BID NO. 65834-09142021). [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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	<b>Who will be affected</b>	The Citizens of Jackson			
4.	<b>Benefits</b>	Bridges & Drainage Improvements			
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide			
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Public Works			
8.	<b>COST</b>	The City of Jackson will purchase materials as needed to maintain our City pipes. Therefore, cost varies by job.			
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001.451.25.6335			
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 ___





**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Marlin King, Director  
Department of Public Works

**Date:** September 29, 2021

**Agenda Item:** **ORDER ACCEPTING THE TERM BID OF PRECAST AND PIPE, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE MANHOLE SECTIONS & REINFORCED CONCRETE PIPE (BID NO. 65834-09142021). [ALL WARDS]**

**Council Meeting:** Regular Council Meeting, October 12, 2021

**Consultant/Contractor:** Precast and Pipe, Inc.

**EBO:** In compliance

**Purpose:** To efficiently improve pipes within the city.

**Cost:** The City of Jackson will purchase materials as needed to maintain our City pipes. Therefore, cost varies by job.

**Project/Contract Type:** Bid for a twenty-four month supply of precast concrete manhole & reinforced concrete pipes for bridges & drainage within the City of Jackson

**Funding Source:** General Fund - 001.451.25.6335

**Schedule/Time:** Upon City Council Approval

**DPW Manager:** Tony Howard

**Background:** The City of Jackson will purchase materials as needed to maintain our City pipes.

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  
2021

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE TERM BIDS OF DESIGN PRECAST AND PIPE, INC. FOR A TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE MANHOLE SECTIONS & REINFORCED CONCRETE PIPE (BID NO. 65834-09142021) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/5/21

DATE

# *E B O Determination*

## *Twenty-Four Month Supply Precast Concrete Manhole Sections & Reinforced Concrete Pipe Project # 65834-09142021*

**Bidder:** Design Precast & Pipe, Inc. \*  
**Status:** COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

**TABULATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE  
MANHOLE SECTIONS AND REINFORCED CONCRETE PIPES  
TERM: OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023  
BID NO. 65834-091421  
ADVERTISED: AUGUST 26, 2021 & September 02, 2021  
OPENED: September 14, 2021  
INFRASTRUCTUR DIVISION  
DEPARTMENT OF PUBLIC WORKS  
ACCOUNT: GENERAL FUND**

Design Precast & Pipe, NC.  
P.O.BOX 2401  
Gulfport, MS 39505  
15215 Dedeaux Rd.  
Gulfport MS 39505  
Chris A. Fore  
228-831-5833

<b>Section I</b>		
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
1.	48" Diameter Poured-In Bottoms	\$625.00 each
2.	60" Diameter Poured-In Bottoms	\$977.00 each
3.	72" Diameter Poured-In Bottoms	\$1396.00 each
*4.	48" Diameter Riser Sections Available Lengths....1.0'Height	\$132.00 V. F.
*5.	60" Diameter Riser Section Available Lengths.... 1.0' Height	\$192.00 V. F.
*6.	72" Diameter Riser Section Available Lengths... 1.0'Height	\$270.00 V. F.
7.	48" Diameter Eccentric Cone Section Available Lengths 2.0'Height,4.0'Height	\$234.00 V. F.
8.	60" Diameter Eccentric Cone Section Available Lengths	\$No Bid
9.	48" Diameter Flat Slab Top	\$240.00 each
10.	60" Diameter Flat Slab Top	\$420.00 each
11.	72" Diameter Flat Slab Top	\$750.00 each
12.	4" Adjusting Rings	\$40.00 each
13.	6" Adjusting Rings	\$60.00 each
*The number, location and diameter of holes to be supplied to awarded vendor at time purchase order is issued for items 4, 5 and 6.		

Design Precast & Pipe, NC.  
P.O.BOX 2401  
Gulfport, MS 39505  
15215 Dedeaux Rd.  
Gulfport MS 39505  
Chris A. Fore  
228-831-5833

<b>Section II: Reinforced Concrete Round Culvert (ASTM C-76)</b>		
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
1.	12" Pipe	\$14.70- LF
2.	15" Pipe	\$14.70- LF
3.	18" Pipe	\$20.16- LF
4.	24" Pipe	\$30.77 -LF
5.	27" Pipe	\$No bid
6.	30" Pipe	\$44.42 -LF
7.	36" Pipe	\$57.75-LF
8.	42" Pipe	\$72.03-LF
9.	48" Pipe	\$91.04 -LF
10.	54" Pipe	\$112.14 -LF
<b>Section III: Reinforced Concrete Arch Culvert (ASTM C-506)</b>		
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
1.	22" x 13" Pipe	\$26.18-LF
2.	29" x 18" Pipe	\$ 37.37-LF
3.	36" x 23" Pipe	\$45.08-LF
4.	44" x 27" Pipe	\$61.76-LF
5.	51" x 31" Pipe	\$ 80.04-LF
6.	58" x 36" Pipe	\$ 101.78-LF
7.	65" x 40" Pipe	\$ 124.09-LF
8.	73" x 45" Pipe	\$ 153.30-LF
9.	88" x 54" Pipe	\$ 213.44 LF
<b>Bid valid for:</b>		30 days
<b>Delivery:</b>		7 days
<b>EBO Plan Application:</b>		Not Included

**TABULATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF PRECAST CONCRETE  
MANHOLE SECTIONS AND REINFORCED CONCRETE PIPES  
TERM: OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023**

**BID NO. 65834-091421**

**ADVERTISED: AUGUST 26, 2021 & September 02, 2021**

OPENED: September 14, 2021

**INFRASTRUCTUR DIVISION  
DEPARTMENT OF PUBLIC WORKS**

**ACCOUNT: GENERAL FUND**

Design Precast & Pipe, NC.  
P.O.BOX 2401  
Gulfport, MS 39505  
15215 Dedeaux Rd.  
Gulfport MS 39505  
Chris A. Fore  
228-831-5833

<b>Section I</b>		
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
1.	48" Diameter Poured-In Bottoms	\$625.00 each
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8.	60" Diameter Eccentric Cone Section Available Lengths	\$No Bid
9.	48" Diameter Flat Slab Top	\$240.00 each
10.	60" Diameter Flat Slab Top	\$420.00 each
11.	72" Diameter Flat Slab Top	\$750.00 each
12.	4" Adjusting Rings	\$40.00 each
13.	6" Adjusting Rings	\$60.00 each
*The number, location and diameter of holes to be supplied to awarded vendor at time purchase order is issued for items 4, 5 and 6.		

Design Precast & Pipe, NC.  
 P.O.BOX 2401  
 Gulfport, MS 39505  
 15215 Dedeaux Rd.  
 Gulfport MS 39505  
 Chris A. Fore  
 228-831-5833

<b>Section II: Reinforced Concrete Round Culvert (ASTM C-76)</b>		
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1.	12" Pipe	\$14.70- LF
2.	15" Pipe	\$14.70- LF
3.	18" Pipe	\$20.16- LF
4.	24" Pipe	\$30.77 -LF
5.	27" Pipe	\$No bid
6.	30" Pipe	\$44.42 -LF
7.	36" Pipe	\$57.75-LF
8.	42" Pipe	\$72.03-LF
9.	48" Pipe	\$91.04 -LF
10.	54" Pipe	\$112.14 -LF
<b>Section III: Reinforced Concrete Arch Culvert (ASTM C-506)</b>		
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1.	22" x 13" Pipe	\$26.18-LF
2.	29" x 18" Pipe	\$ 37.37-LF
3.	36" x 23" Pipe	\$45.08-LF
4.	44" x 27" Pipe	\$61.76-LF
5.	51" x 31" Pipe	\$ 80.04-LF
6.	58" x 36" Pipe	\$ 101.78-LF
7.	65" x 40" Pipe	\$ 124.09-LF
8.	73" x 45" Pipe	\$ 153.30-LF
9.	88" x 54" Pipe	\$ 213.44 LF
Bid valid for:		30 days
Delivery:		7 days
EBO Plan Application:		Not Included

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your Bid Package.
2. MAILING ADDRESS: City Clerk's Office of Jackson  
Post Office Box 17  
Jackson, MS 39205
3. DELIVERY ADDRESS: City Clerk's Office of Jackson  
219 S. President Street  
Jackson, MS 39201
4. CENTRAL BIDDING: [www.centralbidding.com](http://www.centralbidding.com)
5. Note the following on the outside of your envelope:  
"Bid No. 65834-09142021; to be opened September 14, 2021"

In accordance with your Notice of August 26, 2021 & September 02, 2021, bid as follows:

Twenty-Four Month Supply of Precast Concrete Manhole Sections  
& Reinforced Concrete Pipe

Term: October 1, 2021 through September 30, 2023

COMPANY NAME <u>Design Precast &amp; Pipe, Inc.</u>		
Section I		
ITEM	DESCRIPTION	PRICE
1.	48" Diameter Poured-In Bottoms	\$ <u>625.00</u> each
2.	60" Diameter Poured-In Bottoms	\$ <u>977.00</u> each
3.	72" Diameter Poured-In Bottoms	\$ <u>1,396.00</u> each
*4.	48" Diameter Riser Sections Available Lengths <u>1.0' Height</u>	\$ <u>132.00</u> V. F.
*5.	60" Diameter Riser Section Available Lengths <u>1.0' Height</u>	\$ <u>192.00</u> V. F.
*6.	72" Diameter Riser Section Available Lengths <u>1.0' Height</u>	\$ <u>270.00</u> V. F.
7.	48" Diameter Eccentric Cone Section Available Lengths <u>2.0' Height, 4.0' Height</u>	\$ <u>234.00</u> V. F.
8.	60" Diameter Eccentric Cone Section Available Lengths _____	\$ <u>No Bid</u> V. F.
9.	48" Diameter Flat Slab Top	\$ <u>240.00</u> each
10.	60" Diameter Flat Slab Top	\$ <u>420.00</u> each
*The number, location and diameter of holes to be supplied to awarded vendor at time purchase order is issued for items 4, 5 and 6.		



COMPANY NAME Design Precast & Pipe, Inc.

**Section I (Cont'd)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
11.	72" Diameter Flat Slab Top	\$ <u>750.00</u> each
12.	4" Adjusting Rings	\$ <u>40.00</u> each
13.	6" Adjusting Rings	\$ <u>60.00</u> each

**Section II: Reinforced Concrete Round Culvert (ASTM C-76)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1.	12" Pipe	\$ <u>14.70</u> LF
2.	15" Pipe	\$ <u>14.70</u> LF
3.	18" Pipe	\$ <u>20.16</u> LF
4.	24" Pipe	\$ <u>30.77</u> LF
5.	27" Pipe	\$ <u>no bid</u>
6.	30" Pipe	\$ <u>44.42</u> LF
7.	36" Pipe	\$ <u>57.75</u> LF
8.	42" Pipe	\$ <u>72.03</u> LF
9.	48" Pipe	\$ <u>91.04</u> LF
10.	54" Pipe	\$ <u>112.14</u> LF

**Section III: Reinforced Concrete Arch Culvert (ASTM C-506)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1.	22" x 13" Pipe	\$ <u>26.18</u> LF
2.	29" x 18" Pipe	\$ <u>37.38</u> LF
3.	36" x 23" Pipe	\$ <u>45.08</u> LF
4.	44" x 27" Pipe	\$ <u>61.76</u> LF
5.	51" x 31" Pipe	\$ <u>80.04</u> LF
6.	58" x 36" Pipe	\$ <u>101.78</u> LF
7.	65" x 40" Pipe	\$ <u>124.09</u> LF
8.	73" x 45" Pipe	\$ <u>153.30</u> LF
9.	88" x 54" Pipe	\$ <u>213.44</u> LF

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

Do not submit prices for more than one product, or the same product per item. Alternate bids are not acceptable, unless submitted in a separate sealed envelope.

The bid is valid for 60 days after bid opening. If bid is good for longer than 60 days for an award then state how long this bid is good for 30.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 7 days after receipt of your purchase order.

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.**

**THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

Complete Name  
Of Bidder: Design Precast & Pipe, Inc.

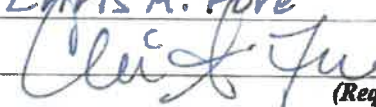
Mailing  
Address: P.O. Box 2401

City: Gulfport State: MS Zip Code: 39505

Physical Address, Principal Place of Business: 15215 Dedeaux Rd.

City: Gulfport State: MS Zip Code: 39503

Name of Person Submitting Proposal: Chris A. Fore

Signature of Person Submitting Proposal:   
(Required)

Date: 9/13/21, 2021

E-Mail Address: rgregory@designprecast.com

Telephone No.: 228 / 831-5833

Fax No.: 228 / 831-2791

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at, (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

OFFICE OF THE ATTORNEY  
16-1202

**ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC., FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [ALL WARDS]**

**WHEREAS**, sealed term bids for Asphalt Paving Materials were opened September 14, 2021, and three (3) bids were received for an eighteen-month supply; and

**WHEREAS**, the Department of Public Works, Paved Streets Section will use the various types of asphaltic paving materials to repair and improve the streets within the City of Jackson; and

**WHEREAS**, the staff of the Department of Public Works, Paved Streets Section has reviewed all bids submitted and recommends the governing authorities accept the term bids submitted Dickerson & Bowen, Inc., 2642 Gallatin Street, Jackson, MS 39204; APAC-Mississippi, Inc., 101 Riverview Drive, Richland, MS 39218; and Ergon Asphalt & Emulsions, Inc., 2829 Lakeland Drive, Suite 2000, Jackson, MS 39232, received September 14, 2021, as follows:

**Dickerson & Bowen, Inc., P. O. Box 1008, Brookhaven, MS 39602, 2642 S. Gallatin Street, Jackson, MS 39204, Blake Clarke, (601) 969-2002, [bclarke@dickersonandbowen.com](mailto:bclarke@dickersonandbowen.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$58.00 Ton	\$68.00 Ton
2.	Asphaltic Binder Course	\$64.00 Ton	\$74.00 Ton
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$66.00 Ton	\$76.00 Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$135.00 Ton	\$145.00 Ton
6.	Plant Mix Bituminous Base Course (BB-1)	\$58.00 Ton	\$68.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$64.00 Ton	\$74.00 Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$63.50 Ton	\$73.50 Ton

**\*APAC-Mississippi, Inc. P. O Box 24508, Jackson, MS 39225-4508, 101 Riverview Drive, Richland, MS 39218, Terry May, (601) 376-4000, [john.may@apac.com](mailto:john.may@apac.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$60.00 Ton	N/A
2.	Asphaltic Binder Course	\$70.00 Ton	N/A
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$70.00 Ton	N/A
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$155.00 Ton	\$177.00 Ton
6.	Plant Mix Bituminous Base Course (BB-1)	\$68.00Ton	N/A
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$70.00 Ton	N/A
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$75.00 Ton	N/A

**\*Ergon Asphalt & Emulsions, Inc., P. O. Box 23028, Jackson, MS 39225, 2829 Lakeland Drive, Jackson, MS 39232, Amy L. Walker, (601) 933-3000, [amy.walker@ergon.com](mailto:amy.walker@ergon.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
5.	Asphalt Emulsion (SS#1 Tack)	\$4.00 Gallon	\$4.17 Gallon
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$3.50 Gallon	\$3.67 Gallon

**IT IS THEREFORE ORDERED** that the above-stated bids received for an eighteen-month supply of asphaltic paving material, starting October 1, 2021 through April 30, 2023, are accepted as for the respective items, it being determined that these bids met the specification.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all documents necessary for the Department of Public Works to make payment for said asphaltic paving materials from the General Fund.

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

September 27, 2021  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE TERM BIDS OF DICKERSON &amp; BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT &amp; EMULSIONS, INC., FOR A EIGHTEEN MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3. <b>Who will be affected</b>	The Citizens of Jackson																																													
4. <b>Benefits</b>	Street Improvements																																													
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>	Citywide																																													
7. <b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	The Department of Public Works																																													
8. <b>COST</b>	The City of Jackson will purchase materials as needed to maintain our City streets. Therefore, cost varies by job.																																													
9. <b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	General Fund 001.451.24.6320																																													
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	___																																						
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Marlin King, Director  
Department of Public Works

**Date:** September 27, 2021

**Agenda Item:** **ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC., FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [ALL WARDS]**

**Council Meeting:** Regular Council Meeting, October 12, 2021

**Consultant/Contractor:** Dickerson & Bowen, Inc, APAC- Mississippi, Inc., and Ergon Asphalt & Emulsions, Inc.

**EBO:** In compliance

**Purpose:** To efficiently improve streets within the city.

**Cost:** The City of Jackson will purchase materials as needed to maintain our City streets. Therefore, cost varies by job.

**Project/Contract Type:** Bid for a eighteen month supply of asphaltic paving materials for streets within the City of Jackson

**Funding Source:** General Fund - 001.451.24.6320

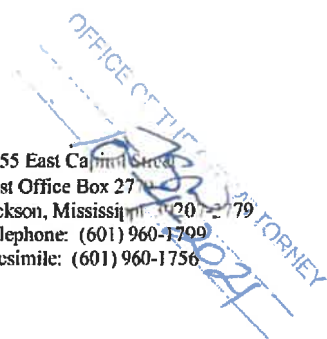
**Schedule/Time:** Upon City Council Approval

**DPW Manager:** Tony Howard

**Background:** The City of Jackson will purchase materials as needed to maintain our City streets.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 27  
Jackson, Mississippi 39202-0027  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756



## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC. FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/5/21

DATE

**CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR HAND DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your complete Bid Proposal Package.
2. **MAILING ADDRESS:** City Clerks Office of Jackson  
Post Office Box 17,  
Jackson, MS 39205
3. **DELIVERY ADDRESS:** City Clerks Office of Jackson  
219 South President Street  
Jackson, MS 39201
4. Note the following on the outside of your envelope:  
"Bid No. 74511-091421; to be opened September 14, 2021"

In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:

Eighteen Month Supply of Asphaltic Paving Materials

Term: October 1, 2021- April 30, 2023

COMPANY NAME <u>Pickerson &amp; Bowen, Inc.</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PICK-UP PRICE</u>	<u>DELIVERY PRICE</u>
1.	Asphaltic Black Base Course	\$ <u>58.00</u> Ton	\$ <u>68.00</u> Ton
2.	Asphaltic Binder Course	\$ <u>64.00</u> Ton	\$ <u>74.00</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>66.00</u> Ton	\$ <u>76.00</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>135.00</u> Ton	\$ <u>145.00</u> Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$ <u>No Bid</u> Gallon	\$ <u>No Bid</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>58.00</u> Ton	\$ <u>68.00</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>64.00</u> Ton	\$ <u>74.00</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>63.50</u> Ton	\$ <u>73.50</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>No Bid</u> Ton	\$ <u>No Bid</u> Ton

Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.



The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 18 Months.

The above will be delivered F. O. B., prepaid and allowed, Jackson, Mississippi, within 2 days after receipt of your purchase order. "Note all cost must be included in the bid price."

In an award, provided your company is selected as the recipient of this bid, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid awards are handled by written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from, the Purchasing Division only, which are based on your submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY

BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: Dickerson & Bower, Inc.


Mailing Address: P.O. Box 1008

City: Brookhaven State: MS Zip Code: 39602-1008

Physical Address, Principal Place of Business: 2642 South Gallatin St.

City: Jackson State: MS Zip Code: 39204

Name of Person Submitting Proposal: Blake Clarke

Signature of Person Submitting Proposal:   
(Required)

Date: September 14, 2021 E-Mail Address: bclarke@dickersonandbower.com

Telephone No.: 601 / 969-2002 Fax No.: 601 / 969-2004

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**



September 14, 2021

City of Jackson, EBO Officer  
Equal Business Opportunity Office  
200 South President Street  
Jackson, MS 39205

RE: Eighteen month supply asphaltic paving materials  
Bid No. 74511-091421

In accordance with the EBO plan for the above referenced bid, we are herein requesting a waiver regarding MBE, AABE, HBE, and FBE requirements.

As this is a supply bid with no specific contract or work requirements, we do not anticipate any subcontracts being required to fulfill the supply requirements

Thanks  
Dickerson & Bowen Inc.

A handwritten signature in black ink, appearing to read 'Blake Clarke', written in a cursive style.

Blake Clarke

**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**

**CITY OF JACKSON, MISSISSIPPI  
EQUAL BUSINESS OPPORTUNITY EXECUTIVE  
ORDER**

***LEGAL NOTICE***

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The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

## **OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

## **GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

***The Equal Business Opportunity participation goals are as follows:***

<b>PROCUREMENT CATEGORY</b>	<b>Asian (ABE)</b>	<b>AfricanAmerican (AABE)</b>	<b>Hispanic (HBE)</b>	<b>Native American (NABE)</b>	<b>Female (FBE)</b>
<b>A/E &amp; Professional Services</b>	<b>0.16</b>	<b>8.67</b>	<b>0.00</b>	<b>0.00</b>	<b>1.96</b>
<b>Construction</b>	<b>0.00</b>	<b>12.41</b>	<b>0.37</b>	<b>0.00</b>	<b>4.89</b>
<b>Goods &amp; Non-Professional Services</b>	<b>0.04</b>	<b>6.78</b>	<b>0.02</b>	<b>0.00</b>	<b>3.03</b>

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.

- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)



To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDL 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: Dickerson & Bower, Inc.  
Address: P.O. Box 1008  
City: Brookhaven State: MS ZIP Code: 39602-1008  
Telephone: (601) 969-2002  
E-mail: bclarke@dickersonandbower.com

II. Bid Name and Number: 18 month supply of Asphaltic Paving Materials  
B:2 No. 74511-091421

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(I) of the EBO Executive Order No. 2014-3*

IV. Total Bid Amount: \$ N/A

V. WAIVER REQUESTED ...  (If you fail to meet either or all of the EBO Participation Goals,  
*check this box and follow the directions below to provide the required \*WAIVER STATEMENT\*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

 contract Administrator  
*Authorized Signature and Title*

September 14, 2021  
*Date*

PRINT "AUTHORIZED" NAME HERE: Blake Clarke

**CITY OF JACKSON, MISSISSIPPI  
 PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR HAND DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your complete Bid Proposal Package.
2. **MAILING ADDRESS:** City Clerks Office of Jackson  
 Post Office Box 17,  
 Jackson, MS 39205
3. **DELIVERY ADDRESS:** City Clerks Office of Jackson  
 219 South President Street  
 Jackson, MS 39201
4. Note the following on the outside of your envelope:  
 "Bid No. 74511-091421; to be opened September 14, 2021"

**In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:**

Eighteen Month Supply of Asphaltic Paving Materials

Term: October 1, 2021- April 30, 2023

COMPANY NAME <u>APAC Mississippi, Inc.</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PICK-UP PRICE</u>	<u>DELIVERY PRICE</u>
1.	Asphaltic Black Base Course	\$ <u>60<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
2.	Asphaltic Binder Course	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>155<sup>00</sup></u> Ton	\$ <u>177<sup>00</sup></u> Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$ <u>6<sup>00</sup></u> Gallon	\$ <u>NA</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>68<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>75<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>NA</u> Ton	\$ <u>NA</u> Ton

**Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.**

The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.


This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 18 months.

The above will be delivered F. O. B., prepaid and allowed, Jackson, Mississippi, within 1-2 days after receipt of your purchase order. "Note all cost must be included in the bid price."

In an award, provided your company is selected as the recipient of this bid, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid awards are handled by written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from, the Purchasing Division only, which are based on your submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY

BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: APAC-Mississippi, Inc.  
Mailing Address: P.O. Box 24508  
City: Jackson State: Ms Zip Code: 39225-4508  
Physical Address, Principal Place of Business: 101 Riverview dr.  
City: Richland State: Ms Zip Code: 39218  
Name of Person Submitting Proposal: Terry May  
Signature of Person Submitting Proposal:   
(Required)  
Date: 9-10, 2021 E-Mail Address: john.may@apac.com  
Telephone No.: 601 / 376-4000 Fax No.: 601 / 376-4055

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**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**

**CITY OF JACKSON, MISSISSIPPI  
EQUAL BUSINESS OPPORTUNITY EXECUTIVE  
ORDER**

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(EBO FORM 7-1-2013)

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## **OBLIGATION**

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- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
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  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

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### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDL 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

- I. Company Name: APAC-Mississippi, Inc.  
Address: P.O. Box 24508  
City: Jackson State: Ms ZIP Code: 39225-4508  
Telephone: (601) 376-4000  
E-mail: john.may@apac.com
- II. Bid Name and Number: 18 month Supply of Asphaltic Paving Materials 74511-091421
- III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*
- IV. Total Bid Amount: \$ \_\_\_\_\_
- V. WAIVER REQUESTED ...  (If you fail to meet either or all of the EBO Participation Goals,  
*check this box and follow the directions below to provide the required \*WAIVER STATEMENT\*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

Revised 9/5/2014, JDL 7

1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	AfricanAmerican (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

  
\_\_\_\_\_  
*Authorized Signature and Title*

9-10-2021  
\_\_\_\_\_  
*Date*

PRINT "AUTHORIZED" NAME HERE: Terry May

\* SAS waiver request



**APAC - Mississippi, Inc.**  
**A CRH Company**

Post Office Box 24508  
Jackson, MS 39225-4508  
Tel: (601) 376-4000  
Fax: (601) 376-4099

September 10, 2021

City of Jackson  
P.O. Box 17  
Jackson, MS 39205

ATTN: Yika Hoover

RE: EBO Application Waiver Request  
18 month Supply of Asphaltic Paving Materials Bid # 74511-091421

Dear Ms Hoover:

APAC-Mississippi, Inc. being a manufacturer of hot mix asphalt has no minority participation in the manufacturing process.

If you have any questions, please call.

Sincerely,

APAC-Mississippi, Inc.

Terry May  
Area Manager

COPY

**CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR HAND DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your complete Bid Proposal Package.
2. **MAILING ADDRESS:** City Clerks Office of Jackson  
Post Office Box 17,  
Jackson, MS 39205
3. **DELIVERY ADDRESS:** City Clerks Office of Jackson  
219 South President Street  
Jackson, MS 39201
4. Note the following on the outside of your envelope:  
"Bid No. 74511-091421; to be opened September 14, 2021"

**In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:**

**Eighteen Month Supply of Asphaltic Paving Materials**

**Term: October 1, 2021- April 30, 2023**

<b>COMPANY NAME <u>ERGON ASPHALT &amp; EMULSIONS</u></b>			
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PICK-UP PRICE</u></b>	<b><u>DELIVERY PRICE</u></b>
1.	Asphaltic Black Base Course	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
2.	Asphaltic Binder Course	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
5.	Asphalt Emulsion (SS#1 Tack)      CSS-1H	\$ <u>4.00</u> Gallon	\$ <u>4.17</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>3.50/gal</u> Ton	\$ <u>3.67/gal</u> Ton

**Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.**



The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 18 months.

The above will be delivered F. O. B., prepaid and allowed, Jackson, Mississippi, within 1 days after receipt of your purchase order. "Note all cost must be included in the bid price."

In an award, provided your company is selected as the recipient of this bid, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid awards are handled by written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from the Purchasing Division only, which are based on your submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments.

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

**BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:**

Company Complete Legal Name: Ergon Asphalt & Emulsions

Mailing Address: P. O. Box 1639

City: Jackson State: MS Zip Code: 39215-1639

Physical Address, Principal Place of Business: 2829 Lakeland Drive

City: Flowood State: MS Zip Code: 39232

Name of Person Submitting Proposal: Amy Walker, Area Sales Manager

Signature of Person Submitting Proposal: *Amy Walker*  
(Required)

Date: September 9, 2021 E-Mail Address: amy.walker@ergon.com

Telephone No.: 601 / 933-3000 Fax No.: 601 / 933-3363

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDL 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. **Company Name:** Ergon Asphalt & Emulsions  
**Address:** P. O. Box 1639  
**City:** Jackson **State:** MS **ZIP Code:** 39215-1639  
**Telephone:** ( 601 ) 933-3000  
**E-mail:** amy.walker@ergon.com

II. **Bid Name and Number:** 74511-091421 Eighteen Month Supply of Asphaltic Paving Materials

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** (SEE ATTACHMENTS)  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. **Total Bid Amount:** \$ \_\_\_\_\_

V. **WAIVER REQUESTED ...**  **(If you fail to meet either or all of the EBO Participation Goals,**

*check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) **Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.**
- (b) **Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.**
- (c) **Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:**

Revised 9/5/2014, JDL 7

1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
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7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	AfricanAmerican (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services	WAIVER	WAIVER	WAIVER	WAIVER	WAIVER

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

Lance Mazerov, VP, HR  
*Authorized Signature and Title*

September 9, 2021  
*Date*

**PRINT "AUTHORIZED" NAME HERE: Lance Mazerov, VP-Human Resources**

**TABULATION OF BIDS RECEIVED FOR EIGHTEEN-MONTH SUPPLY OF  
ASPHALTIC PAVING MATERIALS**

TERM: OCTOBER 1, 2021 – APRIL 30, 2023

BID NO. 74511-091421

ADVERTISED: AUGUST 26 & SEPTEMBER 02, 2021

OPENED: September 14, 2021

INFRASTRUCTURE DIVISION  
DEPARTMENT OF PUBLIC WORKS  
ACCOUNT: GENERAL FUND

ITEM	DESCRIPTION	APAC—Mississippi, INC.		Dickerson & Bowen, Inc.	
		PICK-UP PRICE	DELIVERY PRICE	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$60.00 Ton	\$/N/A Ton	\$58.00 Ton	\$68.00 Ton
2.	Asphaltic Binder Course	\$70.00 Ton	\$/N/A Ton	\$64.00 Ton	\$74.00 Ton
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$70.00 Ton	\$/N/A Ton	\$66.00 Ton	\$76.00 Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$155.00 Ton	\$177.00 Ton	\$135.00 Ton	\$145.00 Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$6.00 Gallon	\$/N/A Gallon	No Bid	No Bid
6.	Plant Mix Bituminous Base Course (BB-1)	\$68.00 Ton	\$/N/A Ton	\$58.00 Ton	\$68.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$70.00 Ton	\$/N/A Ton	\$64.00 Ton	\$74.00 Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$75.00 Ton	\$/N/A Ton	\$63.50 Ton	\$73.50 Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	No Bid	No Bid	No Bid	No Bid
Delivery:			1-2 days		2 days
Bid valid for:			18 MONTHS		18 MONTHS
EBO Plan Application:			Included		Included

\* Ergon Asphalt & Emulsions, Inc.

--NOTE: Delivered prices quoted are based on delivery of full truck transport quantities. Demurrage: 2 hours free - \$75.00 hr. thereafter.  
Federal Environmental Fee will be added to quote prices at a rate of \$0.00133/gal for all emulsion loads.

\* Item #5 is for CSS-1.

\*\* Item #9 – quoted price per gallon not per ton.

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	No Bid	No Bid
2.	Asphaltic Binder Course	No Bid	No Bid
3.	Asphaltic Wearing Course, TYPE "C", Mix A	No Bid	No Bid
4.	Asphaltic Cold Mix Material (Gravel & Sand)	No Bid	No Bid
5.	Asphalt Emulsion (SS#1 Tack)	*\$4.00 Gallon	**\$4.17 Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	No Bid	No Bid
7.	Hot Bituminous Pavement, Binder Course (BC-1)	No Bid	No Bid
8.	Hot Bituminous Pavement, Surface Course (SC-1)	No Bid	No Bid
9.	Cationic Emulsified Asphalt, Grade CRS-2	**\$3.50/Gallon	**\$3.67/ Gallon
Delivery:		1 day	
Bid valid for:		18 months	
EBO Plan Application:		Included	

\* Ergon Asphalt & Emulsions, Inc.  
P.O. Box 1639  
Jackson, MS 39225  
2829 Lakeland Drive  
Jackson, MS 39232  
Amy L. Walker  
(601) 933-3000  
[amy.walker@ergon.com](mailto:amy.walker@ergon.com)

\* Ergon Asphalt & Emulsions, Inc.  
--NOTE: Delivered prices quoted are based on delivery of full truck transport quantities. Demurrage: 2 hours free - \$75.00 hr. thereafter.  
Federal Environmental Fee will be added to quote prices at a rate of \$0.00133/gal for all emulsion loads.  
\* Item #5 is for CSS-1.  
\*\* Item #9 - quoted price per gallon not per ton.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
10/21/21  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1795  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE RIVERSIDE DRIVE IMPROVEMENTS PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/6/21

DATE





OFFICE OF THE ATTORNEY  
10-12-2021

**ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC., FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [ALL WARDS]**

WHEREAS, sealed term bids for Asphalt Paving Materials were opened September 14, 2021, and three (3) bids were received for an eighteen-month supply; and

WHEREAS, the Department of Public Works, Paved Streets Section will use the various types of asphaltic paving materials to repair and improve the streets within the City of Jackson; and

WHEREAS, the staff of the Department of Public Works, Paved Streets Section has reviewed all bids submitted and recommends the governing authorities accept the term bids submitted Dickerson & Bowen, Inc., 2642 Gallatin Street, Jackson, MS 39204; APAC-Mississippi, Inc., 101 Riverview Drive, Richland, MS 39218; and Ergon Asphalt & Emulsions, Inc., 2829 Lakeland Drive, Suite 2000, Jackson, MS 39232, received September 14, 2021, as follows:

**Dickerson & Bowen, Inc., P. O. Box 1008, Brookhaven, MS 39602, 2642 S. Gallatin Street, Jackson, MS 39204, Blake Clarke, (601) 969-2002, [bclarke@dickersonandbowen.com](mailto:bclarke@dickersonandbowen.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$58.00 Ton	\$68.00 Ton
2.	Asphaltic Binder Course	\$64.00 Ton	\$74.00 Ton
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$66.00 Ton	\$76.00 Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$135.00 Ton	\$145.00 Ton
6.	Plant Mix Bituminous Base Course (BB-1)	\$58.00 Ton	\$68.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$64.00 Ton	\$74.00 Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$63.50 Ton	\$73.50 Ton

Agenda Item #66  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)

**\*APAC-Mississippi, Inc. P. O. Box 24508, Jackson, MS 39225-4508, 101 Riverview Drive, Richland, MS 39218, Terry May, (601) 376-4000, [john.may@apac.com](mailto:john.may@apac.com)**

ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$60.00 Ton	N/A
2.	Asphaltic Binder Course	\$70.00 Ton	N/A
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$70.00 Ton	N/A
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$155.00 Ton	\$177.00 Ton
6.	Plant Mix Bituminous Base Course (BB-1)	\$68.00Ton	N/A
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$70.00 Ton	N/A
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$75.00 Ton	N/A

**\*Ergon Asphalt & Emulsions, Inc., P. O. Box 23028, Jackson, MS 39225, 2829 Lakeland Drive, Jackson, MS 39232, Amy L. Walker, (601) 933-3000, [amy.walker@ergon.com](mailto:amy.walker@ergon.com)**


ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
5.	Asphalt Emulsion (SS#1 Tack)	\$4.00 Gallon	\$4.17 Gallon
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$3.50 Gallon	\$3.67 Gallon

**IT IS THEREFORE ORDERED** that the above-stated bids received for an eighteen-month supply of asphaltic paving material, starting October 1, 2021 through April 30, 2023, are accepted as for the respective items, it being determined that these bids met the specification.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all documents necessary for the Department of Public Works to make payment for said asphaltic paving materials from the General Fund.

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

September 27, 2021  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE TERM BIDS OF DICKERSON &amp; BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT &amp; EMULSIONS, INC., FOR A EIGHTEEN MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3. <b>Who will be affected</b>	The Citizens of Jackson																																													
4. <b>Benefits</b>	Street Improvements																																													
5. <b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide																																													
7. <b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Public Works																																													
8. <b>COST</b>	The City of Jackson will purchase materials as needed to maintain our City streets. Therefore, cost varies by job.																																													
9. <b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	 General Fund 001.451.24.6320																																													
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	_____																																						



**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Marlin King, Director  
Department of Public Works

**Date:** September 27, 2021

**Agenda Item:** **ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC., FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421). [ALL WARDS]**

**Council Meeting:** Regular Council Meeting, October 12, 2021

**Consultant/Contractor:** Dickerson & Bowen, Inc, APAC- Mississippi, Inc., and Ergon Asphalt & Emulsions, Inc.

**EBO:** In compliance

**Purpose:** To efficiently improve streets within the city.

**Cost:** The City of Jackson will purchase materials as needed to maintain our City streets. Therefore, cost varies by job.

**Project/Contract Type:** Bid for a eighteen month supply of asphaltic paving materials for streets within the City of Jackson

**Funding Source:** General Fund - 001.451.24.6320

**Schedule/Time:** Upon City Council Approval

**DPW Manager:** Tony Howard

**Background:** The City of Jackson will purchase materials as needed to maintain our City streets.

Office of the City Attorney

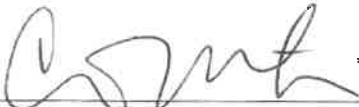

455 East Capitol Street  
Post Office Box 27  
Jackson, Mississippi 39201-0027  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
10/5/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE TERM BIDS OF DICKERSON & BOWEN, INC., APAC-MISSISSIPPI, INC., AND ERGON ASPHALT & EMULSIONS, INC. FOR AN EIGHTEEN-MONTH SUPPLY OF ASPHALT PAVING MATERIALS (BID NO. 74511-091421) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
CITY ATTORNEY  
Terry Williamson, *Legal Counsel* 

10/5/21  
\_\_\_\_\_  
DATE

**CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR HAND DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your complete Bid Proposal Package.
2. MAILING ADDRESS: City Clerks Office of Jackson  
Post Office Box 17,  
Jackson, MS 39205
3. DELIVERY ADDRESS: City Clerks Office of Jackson  
219 South President Street  
Jackson, MS 39201
4. Note the following on the outside of your envelope:  
"Bid No. 74511-091421; to be opened September 14, 2021"

In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:

Eighteen Month Supply of Asphaltic Paving Materials

Term: October 1, 2021- April 30, 2023

COMPANY NAME <u>Dickerson &amp; Bowen, Inc.</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PICK-UP PRICE</u>	<u>DELIVERY PRICE</u>
1.	Asphaltic Black Base Course	\$ <u>58.00</u> Ton	\$ <u>68.00</u> Ton
2.	Asphaltic Binder Course	\$ <u>64.00</u> Ton	\$ <u>74.00</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>66.00</u> Ton	\$ <u>76.00</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>135.00</u> Ton	\$ <u>145.00</u> Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$ <u>No Bid</u> Gallon	\$ <u>No Bid</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>58.00</u> Ton	\$ <u>68.00</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>64.00</u> Ton	\$ <u>74.00</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>63.50</u> Ton	\$ <u>73.50</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>No Bid</u> Ton	\$ <u>No Bid</u> Ton

Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.

The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 18 Months.

The above will be delivered F. O. B., prepaid and allowed, Jackson, Mississippi, within 2 days after receipt of your purchase order. "Note all cost must be included in the bid price."

In an award, provided your company is selected as the recipient of this bid, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid awards are handled by written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from, the Purchasing Division only, which are based on your submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY

BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: Dickerson & Bower, Inc.


Mailing Address: P.O. Box 1008

City: Brookhaven State: MS Zip Code: 39602-1008

Physical Address, Principal Place of Business: 2642 South Gallatin St.

City: Jackson State: MS Zip Code: 39204

Name of Person Submitting Proposal: Blake Clarke

Signature of Person Submitting Proposal:   
(Required)

Date: September 14, 2021 E-Mail Address: bclarke@dickersonandbower.com

Telephone No.: 601, 969-2002 Fax No.: 601, 969-2004

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**



September 14, 2021

City of Jackson, EBO Officer  
Equal Business Opportunity Office  
200 South President Street  
Jackson, MS 39205

RE: Eighteen month supply asphaltic paving materials  
Bid No. 74511-091421

In accordance with the EBO plan for the above referenced bid, we are herein requesting a waiver regarding MBE, AABE, HBE, and FBE requirements.

As this is a supply bid with no specific contract or work requirements, we do not anticipate any subcontracts being required to fulfill the supply requirements

Thanks  
Dickerson & Bowen Inc.



Blake Clarke



**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**

**CITY OF JACKSON, MISSISSIPPI  
EQUAL BUSINESS OPPORTUNITY EXECUTIVE  
ORDER**

***LEGAL NOTICE***

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(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
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- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

## **OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

## **GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

***The Equal Business Opportunity participation goals are as follows:***

PROCUREMENT CATEGORY	Asian (ABE)	AfricanAmerican (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.

- (ii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 - 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDL 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: Dickerson & Bower, Inc.  
Address: P.O. Box 1008  
City: Brookhaven State: MS ZIP Code: 39602-1008  
Telephone: (601) 969-2002  
E-mail: bclark@dickersonandbower.com

II. Bid Name and Number: 18 month supply of Asphaltic Paving Materials  
Bid No. 74511-091421

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. Total Bid Amount: \$ N/A

V. WAIVER REQUESTED ...  (If you fail to meet either or all of the EBO Participation Goals,

*check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

Revised 9/5/2014, JDL 7

1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					



**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

*Blake Clarke* Contract Administrator  
*Authorized Signature and Title*

September 14, 2021  
*Date*

PRINT "AUTHORIZED" NAME HERE: Blake Clarke

**CITY OF JACKSON, MISSISSIPPI  
 PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

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4. Note the following on the outside of your envelope:  
 "Bid No. 74511-091421; to be opened September 14, 2021"

In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:

Eighteen Month Supply of Asphaltic Paving Materials

Term: October 1, 2021- April 30, 2023

COMPANY NAME <u>APAC Mississippi, Inc.</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PICK-UP PRICE</u>	<u>DELIVERY PRICE</u>
1.	Asphaltic Black Base Course	\$ <u>60<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
2.	Asphaltic Binder Course	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>155<sup>00</sup></u> Ton	\$ <u>177<sup>00</sup></u> Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$ <u>6<sup>00</sup></u> Gallon	\$ <u>NA</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>68<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>70<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>75<sup>00</sup></u> Ton	\$ <u>NA</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>NA</u> Ton	\$ <u>NA</u> Ton

Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.

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BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:

Company Complete Legal Name: APAC-Mississippi, Inc.  
Mailing Address: P.O. Box 24508  
City: Jackson State: Ms Zip Code: 39225-4508  
Physical Address, Principal Place of Business: 101 Riverview dr.  
City: Richland State: Ms Zip Code: 39218  
Name of Person Submitting Proposal: Terry May  
Signature of Person Submitting Proposal: Terry May  
(Required)  
Date: 9-10, 2021 E-Mail Address: john.way@apac.com  
Telephone No.: 601 / 376-4000 Fax No.: 601 / 376-4055

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**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**

**CITY OF JACKSON, MISSISSIPPI  
EQUAL BUSINESS OPPORTUNITY EXECUTIVE  
ORDER**

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(EBO FORM 7-1-2013)

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SPECIAL NOTICE TO BIDDERS**

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## **OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

## **GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

*The Equal Business Opportunity participation goals are as follows:*

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856,

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.

- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.



The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDL 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

- I. Company Name: APAC-Mississippi, Inc.  
Address: P.O. Box 24508  
City: Jackson State: Ms ZIP Code: 39225-4508  
Telephone: (601) 376-4000  
E-mail: john.may@apac.com
- II. Bid Name and Number: 18 month Supply of Asphaltic Paving Materials 74511-091421

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. Total Bid Amount: \$ \_\_\_\_\_

V. WAIVER REQUESTED ...  (If you fail to meet either or all of the EBO Participation Goals,

*check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:

Revised 9/5/2014, JDL 7

1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	AfricanAmerican (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

*Terry May Area Manager*  
\_\_\_\_\_  
*Authorized Signature and Title*

*9-10-2021*  
\_\_\_\_\_  
*Date*

PRINT "AUTHORIZED" NAME HERE: *Terry May*  
\_\_\_\_\_

*\* S&S waiver request*



**APAC - Mississippi, Inc.**  
**A CRH Company**

Post Office Box 24508  
Jackson, MS 39225-4508  
Tel: (601) 376-4000  
Fax: (601) 376-4099

September 10, 2021

City of Jackson  
P.O. Box 17  
Jackson, MS 39205

ATTN: Yika Hoover

RE: EBO Application Waiver Request  
18 month Supply of Asphaltic Paving Materials Bid # 74511-091421

Dear Ms Hoover:

APAC-Mississippi, Inc. being a manufacturer of hot mix asphalt has no minority participation in the manufacturing process.

If you have any questions, please call.

Sincerely,

APAC-Mississippi, Inc.

Terry May  
Area Manager

COPY

**CITY OF JACKSON, MISSISSIPPI  
 PROPOSAL FORM**

**PLEASE RETURN THIS SECTION IN ITS ENTIRETY**

**NOTICE TO BIDDERS:**

**FOR HAND DELIVERY OR MAILING INSTRUCTIONS:**

1. Submit one (1) original and two (2) copies of your complete Bid Proposal Package.
2. **MAILING ADDRESS:** City Clerks Office of Jackson  
 Post Office Box 17,  
 Jackson, MS 39205
3. **DELIVERY ADDRESS:** City Clerks Office of Jackson  
 219 South President Street  
 Jackson, MS 39201
4. Note the following on the outside of your envelope:  
 "Bid No. 74511-091421; to be opened September 14, 2021"

**In accordance with your Notice of August 26 & September 02, 2021, I bid as follows:**

Eighteen Month Supply of Asphaltic Paving Materials

Term: October 1, 2021- April 30, 2023

COMPANY NAME <u>ERGON ASPHALT &amp; EMULSIONS</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PICK-UP PRICE</u>	<u>DELIVERY PRICE</u>
1.	Asphaltic Black Base Course	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
2.	Asphaltic Binder Course	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
3.	Asphaltic Wearing Course, Type "C", Mix A	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
5.	Asphalt Emulsion (SS#1 Tack)      CSS-1H	\$ <u>4.00</u> Gallon	\$ <u>4.17</u> Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$ <u>NO BID</u> Ton	\$ <u>NO BID</u> Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	\$ <u>3.50/gal</u> Ton	\$ <u>3.67/gal</u> Ton

**Items should be picked up from plant location in such quantities and at such times as may be needed during the 12 months stated above; and shall allow at least 20 Saturdays for pick-ups with a two (2) day notice.**

The above shall comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for 18 months.

The above will be delivered F. O. B., prepaid and allowed, Jackson, Mississippi, within 1 days after receipt of your purchase order. "Note all cost must be included in the bid price."

**In an award, provided your company is selected as the recipient of this bid, you will receive a Purchase Order from the Purchasing Division, based on your submission price, if this is a one time bid. Term bid awards are handled by written notice of such an award from the Purchasing Division to your company. Orders of the commodity will be processed only by request to the Purchasing Division from the using department for the quantity desired at that time. The estimate is just that an estimate for the term of the bid if a term. Your company is to make shipments based on Purchase Orders received from the Purchasing Division only, which are based on your submission. In case your company, choose to ship otherwise you put your company in a position of not receiving payment for said shipments.**

**SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY**

**BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:**

Company Complete Legal Name: Ergon Asphalt & Emulsions

Mailing Address: P. O. Box 1639

City: Jackson State: MS Zip Code: 39215-1639

Physical Address, Principal Place of Business: 2829 Lakeland Drive

City: Flowood State: MS Zip Code: 39232

Name of Person Submitting Proposal: Amy Walker, Area Sales Manager

Signature of Person Submitting Proposal: Amy Walker  
(Required)

Date: September 9, 2021 E-Mail Address: amy.walker@ergon.com

Telephone No.: 601 / 933-3000 Fax No.: 601 / 933-3363

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**





1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 9601055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services	WAIVER	WAIVER	WAIVER	WAIVER	WAIVER

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

Lance Mazerov, VP, HR  
*Authorized Signature and Title*

September 9, 2021  
*Date*

**PRINT "AUTHORIZED" NAME HERE:** Lance Mazerov, VP-Human Resources

**TABULATION OF BIDS RECEIVED FOR EIGHTEEN-MONTH SUPPLY OF  
ASPHALTIC PAVING MATERIALS**

TERM: OCTOBER 1, 2021 – APRIL 30, 2023  
BID NO. 74511-091421

ADVERTISED: AUGUST 26 & SEPTEMBER 02, 2021  
OPENED: September 14, 2021

INFRASTRUCTURE DIVISION  
DEPARTMENT OF PUBLIC WORKS  
ACCOUNT: GENERAL FUND

ITEM	DESCRIPTION	APAC—Mississippi, INC. P. O. Box 24508 Jackson, MS 39225-4508 101 Riverview Dr. Richland, MS 39218 Terry May (601) 376-4000 <a href="mailto:John.may@apac.com">John.may@apac.com</a>		Dickerson & Bowen, Inc. P.O. Box 1008 Brookhaven, MS 39602 2642 S. Gallatin Street Jackson, MS 39214 Blake Clarke (601) 969-2002 <a href="mailto:bclarke@clickersonandbowen.com">bclarke@clickersonandbowen.com</a>	
		PICK-UP PRICE	DELIVERY PRICE	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	\$60.00 Ton	\$N/A Ton	\$58.00 Ton	\$68.00 Ton
2.	Asphaltic Binder Course	\$70.00 Ton	\$N/A Ton	\$64.00 Ton	\$74.00 Ton
3.	Asphaltic Wearing Course, TYPE "C", Mix A	\$70.00 Ton	\$N/A Ton	\$66.00 Ton	\$76.00 Ton
4.	Asphaltic Cold Mix Material (Gravel & Sand)	\$155.00 Ton	\$177.00 Ton	\$135.00 Ton	\$145.00 Ton
5.	Asphalt Emulsion (SS#1 Tack)	\$6.00 Gallon	\$N/A Gallon	No Bid	No Bid
6.	Plant Mix Bituminous Base Course (BB-1)	\$68.00 Ton	\$N/A Ton	\$58.00 Ton	\$68.00 Ton
7.	Hot Bituminous Pavement, Binder Course (BC-1)	\$70.00 Ton	\$N/A Ton	\$64.00 Ton	\$74.00 Ton
8.	Hot Bituminous Pavement, Surface Course (SC-1)	\$75.00 Ton	\$N/A Ton	\$63.50 Ton	\$73.50 Ton
9.	Cationic Emulsified Asphalt, Grade CRS-2	No Bid	No Bid	No Bid	No Bid
Delivery:		1-2 days		2 days	
Bid valid for:		18 MONTHS		18 MONTHS	
EBO Plan Application:		Included		Included	

\* Ergon Asphalt & Emulsions, Inc.

--NOTE: Delivered prices quoted are based on delivery of full truck transport quantities. Demurrage: 2 hours free - \$75.00 hr. thereafter.  
Federal Environmental Fee will be added to quote prices at a rate of \$0.00133/gal for all emulsion loads.

\* Item #5 is for CSS-1.

\*\* Item #9 – quoted price per gallon not per ton.

		* Ergon Asphalt & Emulsions, Inc. P.O. Box 1639 Jackson, MS 39225 2829 Lakeland Drive Jackson, MS 39232 Amy L. Walker (601) 933-3000 <a href="mailto:amy.walker@ergon.com">amy.walker@ergon.com</a>	
ITEM	DESCRIPTION	PICK-UP PRICE	DELIVERY PRICE
1.	Asphaltic Black Base Course	No Bid	No Bid
2.	Asphaltic Binder Course	No Bid	No Bid
3.	Asphaltic Wearing Course, TYPE "C", Mix A	No Bid	No Bid
4.	Asphaltic Cold Mix Material (Gravel & Sand)	No Bid	No Bid
5.	Asphalt Emulsion (SS#1 Tack)	**\$4.00 Gallon	**\$4.17 Gallon
6.	Plant Mix Bituminous Base Course (BB-1)	No Bid	No Bid
7.	Hot Bituminous Pavement, Binder Course (BC-1)	No Bid	No Bid
8.	Hot Bituminous Pavement, Surface Course (SC-1)	No Bid	No Bid
9.	Cationic Emulsified Asphalt, Grade CRS-2	**\$3.50/Gallon	**\$3.67/ Gallon
Delivery:		1 day	
Bid valid for:		18 months	
EBO Plan Application:		Included	
<p>* Ergon Asphalt &amp; Emulsions, Inc.  --NOTE: Delivered prices quoted are based on delivery of full truck transport quantities. Demurrage: 2 hours free - \$75.00 hr. thereafter.  Federal Environmental Fee will be added to quote prices at a rate of \$0.00133/gal for all emulsion loads.  * Item #5 is for CSS-1.  ** Item #9 - quoted price per gallon not per ton.</p>			

**ORDER ACCEPTING AN ENGINEERING SERVICES AND TECHNICAL AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY**

OFFICE OF THE CITY ATTORNEY  
10-8-21  
[Signature]

**WHEREAS**, the Department of Public Works desires to have engineering and technical services to study the Walter Dutch Welch Bridge Replacement, Jackson, Mississippi, Hinds County, Mississippi; and

**WHEREAS**, Stantec Consulting Services, Inc., a multi-disciplinary civil engineering firm located in Jackson, Mississippi submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

**WHEREAS**, Stantec Consulting Services, Inc., has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson design engineering and technical services at a cost not to exceed \$46,004.00 for the Walter Dutch Welch Road Railroad Bridge Study; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson enter into an Engineering and Technical Services Agreement with Stantec Consulting Services, Inc., in the amount not to exceed \$46,004.00, for the Walter Dutch Welch Road Bridge Study.

**IT IS, THEREFORE, ORDERED** that an engineering and technical services agreement with Stantec Consulting Services, Inc., in an amount not to exceed \$46,004.00, for the Walter Dutch Welch Road Railroad Bridge Study is accepted.

Agenda Item #67  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**September 17, 2021**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING AN ENGINEERING SERVICES AND TECHNICAL AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY</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	This item addresses Items 5, 6 and 7.																																													
3.	<b>Who will be affected</b>	Residents on who travel on Walter Dutch Road																																													
4.	<b>Benefits</b>	Bridge Infrastructure Improvements																																													
5.	<b>Schedule (beginning date)</b>	When contracts are executed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Walter Dutch Road																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Engineering Design Cost- \$46,004.00																																													
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"/>	Fund 213 Account No. 213-45190-6822																																													
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	___																																							

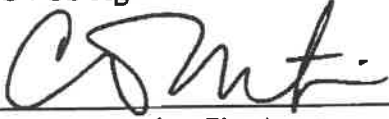
**Council Agenda Item Memorandum**

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1146

## OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AN ENGINEERING SERVICES AND TECHNICAL AGREEMENT WITH STANTEC CONSULTING SERVICES INC., FOR THE WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Terry Williamson, Legal Counsel 

10/9/21

DATE

OFFICE OF THE CITY ATTORNEY  
10-9-21

To: Chokwe Antar Lumumba, Mayor

From: Marlin B. King, Director  
Public Works Department



Date: September 17, 2021

**ORDER ACCEPTING AN ENGINEERING SERVICES AND TECHNICAL AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY**

**Background:**

Attached you will find an item for the City Council Agenda requesting authority enter into a professional engineering and technical service agreement with Stantec Consulting Services, Inc., to assist the City with looking at alternative design to replace the Walter Dutch Bridge currently closed to traffic.

It is the recommendation of this office that the contract with Stantec Consulting Services, Inc, is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.



**AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
STANTEC CONSULTING SERVICES INC.  
FOR THE CITY OF JACKSON, MISSISSIPPI  
WALTER DUTCH WELCH ROAD RAILROAD BRIDGE STUDY**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, which may be notified under this Agreement through its Mayor at City Hall, 200 South President Street, Jackson, Mississippi 39201 or by mail at Post Office Box 17, Jackson, Mississippi 39205-0017, and hereinafter called **OWNER**, and Stantec Consulting Services Inc. having its principal place of business at 200 North Congress St., Suite 600, Jackson, MS 39201 and mailing address of 200 North Congress St., Suite 600, Jackson, MS 39201 hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** desires to have design engineering services for the analysis of the existing State Street Frontage Road Bridge over Town Creek;

WHEREAS, the **OWNER** has decided to retain professional engineering and technical services for the analysis phase of the **PROJECT**;

WHEREAS, the **ENGINEER** is willing to render such professional engineering services for the consideration and upon the terms hereinafter stated;

WHEREAS, the subconsultants for the **PROJECT** will be Crown Engineering, Inc. and Burns Cooley Dennis, Inc., this is acceptable to the **OWNER**, and other subconsultants may be added that are acceptable to the **OWNER**;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – FACILITIES TO BE CONSTRUCTED**

The services to be provided under this Agreement consist of providing professional engineering and technical services for the **PROJECT** described herein. The following exhibits are attached to and made part of this Agreement:

- (1) Exhibit A: "Scope of Work." {this can simply be a brief description of the work; Exhibit B has the details}
- (2) Exhibit B: "Scope of Engineering Services."
- (3) Exhibit C: "Compensation for Professional Services."
- (4) Exhibit D: "Schedule of Work."

## **SECTION 2 – BASIC ENGINEERING AND TECHNICAL SERVICES**

- A. The **ENGINEER** shall provide professional engineering and technical services to perform an analysis and prepare a report of findings and recommendations for the State Street Frontage Road Bridge over Town Creek. These services shall include customary civil engineering and other services required for the detailed design of the improvements.
- B. By executing this Agreement, the **OWNER** authorizes the **ENGINEER** to provide design services in accordance with the work described in Exhibits A and B. **OWNER** shall compensate the **ENGINEER** for these services in accordance with the provisions of Exhibit C of this Agreement. The **ENGINEER** agrees to perform the work in accordance with the time schedule in Exhibit D.

## **SECTION 3—ADDITIONAL SERVICES BY ENGINEER**

The **OWNER** may require the **ENGINEER** by specific written authorization approved by the governing authorities, to provide or have performed by qualified persons or firms, any additional services which are not list in Exhibit A or B. The cost or these additional services shall be borne by the **OWNER** as separate elements of costs in addition to fees provided in Exhibit C.

## **SECTION 4 – SERVICES TO BE PROVIDED BY THE OWNER**

The **OWNER**, at no cost to the **ENGINEER**, agrees to furnish the following services:

- A. Provide criteria and information as to the **OWNER**'s design requirements for the work to be performed under the Agreement including design objectives and constraints; space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the **OWNER** will require to be included in the design drawings and specifications.
- B. Assist the **ENGINEER** by placing at his disposal available information pertinent to the work including previous reports, surveys, drawings and other data relative to design or construction of the work.
- C. Furnish to the **ENGINEER**, as required for performance of the **ENGINEER**'S services, the results of available laboratory tests, inspections, exploration studies, of other special data not covered in Exhibits A and B.
- D. Arrange for access to and make provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specification, and proposals and other documents presented by the **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **ENGINEER** included under this Agreement.

- F. Acquire property for both permanent right of way and temporary construction easements, based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER'S representative with respect to the Services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of the developments that affect the scope or timing of the ENGINEER'S services.

#### **SECTION 5 - TIME SCHEDULE**

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the design phase as outlined in Exhibits A and B.
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon, provided any delay occasioned by the OWNER exceeds six (6) months.
- C. If the ENGINEER fails to perform the work with such diligence as will ensure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER for cause in accordance with Section 7.

#### **SECTION 6 - INSURANCE**

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

- 1) Commercial general liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 3) Workers' Compensation insurance in the statutorily required amount.
- 4) Professional liability insurance in an amount not less than **\$1,000,000.00**. This liability insurance shall remain in force from the contract date until the completion of the one year construction warranty period.

ENGINEER shall provide a certificate of insurance evidencing the above insurance coverage before commencement of work, but this action will not relieve ENGINEER of its obligation to obtain such insurance. Upon OWNER'S request, ENGINEER shall provide copies of such

policies, but this action will not relieve the **ENGINEER** of its obligation to obtain such insurance and keep such insurance in force throughout the period of work.

#### **SECTION 7 – PAYMENT FOR SERVICES**

- A. **Method of Payment for Services and Expenses of ENGINEER.** The **OWNER** shall pay the **ENGINEER** for services rendered under this Agreement in accordance with the provisions of Exhibit B, "Compensation Rates for Professional Services." **OWNER** will pay invoices within forty-five (45) days of receipt and in accordance with Section 31-7-305 of the Mississippi Code of 1972, as amended.
- B. **Notice to Proceed.** The **ENGINEER** shall not proceed with any work until it has received from the **OWNER** a written Notice to Proceed. The **ENGINEER** shall commence work immediately upon receipt of the Notice to Proceed.
- C. **Termination or Suspension.** This Agreement may be terminated in whole or part at any time for the **OWNER**'s convenience by giving the **ENGINEER** written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated for convenience, the **ENGINEER** shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The **OWNER** shall not be liable to the **ENGINEER** under this Agreement beyond the date of termination. All work completed by the **ENGINEER** as of the date of termination will be delivered to the **OWNER** within ten (10) working days after termination.

**OWNER** may terminate this Agreement for cause due to the failure of the **ENGINEER** to comply with the terms, progress, or quality of the work in a manner satisfactory to the **OWNER** by giving the **ENGINEER** written notice of noncompliance with the terms of this Agreement. **ENGINEER** shall immediately take all actions necessary to come into compliance with the requirements of this Agreement. If **ENGINEER** shall fail to come into compliance within fourteen (14) days of receipt of the notice of noncompliance, this Agreement is terminated. The **OWNER** shall not be liable to the **ENGINEER** under this Agreement beyond the date of termination.

**OWNER** may suspend work under this Agreement by giving the **ENGINEER** written notice of suspension of this Agreement. **OWNER** may resume work by giving the **ENGINEER** written notice to resume the work of the Agreement. Upon receipt of such notice to resume, **ENGINEER** shall resume work as expeditiously as possible, but no later than seven days following receipt of the notice. **OWNER** agrees to negotiate the rate of compensation and expenses, either up or down, which results from the suspension, if said suspension exceeds six months. Otherwise, **ENGINEER** shall perform the work of this Agreement under the existing rates of compensation and expense.

#### **SECTION 8 – PERSONNEL AND FACILITIES**

- A. The **ENGINEER** warrants that it now has or will secure at its own expense, all personnel, equipment, and other materials and supplies required to perform the services under this

Agreement within the required completion times referenced in Section 5 above. Such personnel shall not be employees of, nor have any contractual relationship with, the OWNER. All personnel assigned to work shall be fully qualified. The ENGINEER shall, upon request, provide to the OWNER résumés of all key personnel assigned to the work to be performed under this Agreement.

- B. All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER. The ENGINEER shall comply with the requirements of the City of Jackson Equal Opportunity (EBO) Ordinance.
- C. The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

#### **SECTION 9 – AUTHORIZED REPRESENTATIVE OF THE ENGINEER**

John McKee, PE, Senior Principal is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this agreement.

#### **SECTION 10—OWNERSHIP OF INSTRUMENTS OF SERVICE**

OWNER acknowledges the ENGINEER's documents as instruments of professional engineering services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the ENGINEER under this Agreement. The OWNER shall not reuse or make any modification to the plans and specifications without the prior written notification to the ENGINEER.

#### **SECTION 11—RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

ENGINEER will indemnify and save harmless the OWNER, its officers, and employees from negligent acts, errors, or omissions of the ENGINEER, its employees, agents, or servants, that results in the personal injury, damage to property, or death of any party or third party. In the event of joint or concurrent negligence of ENGINEER and OWNER, each party shall bear the portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) that caused the personal injury, property damage, or death.

#### **SECTION 12—THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a claim in favor of a third party against either the OWNER or the ENGINEER. ENGINEER's services under this agreement are being performed solely for the OWNER's benefit and no other entity shall have

any claim against the ENGINEER because of this Agreement or the performance or non performance of services hereunder.

#### **SECTION 13—ACCOUNTING SYSTEMS**

The ENGINEER shall maintain an accounting system that accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts within three (3) years from the date such services were performed or paid, whichever is later, which relate to services provided under this Agreement.

#### **SECTION 14—CHANGES TO AGREEMENT**

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties. The parties acknowledge and accept that the OWNER may execute any such amendment only upon official authorization first duly obtained from OWNER'S governing authorities.

#### **SECTION 15—FEDERAL FUNDING**

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

#### **SECTION 16—CONSTRUCTION COST AND OPINIONS OF COST**

Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinion of probable construction costs is to be made on the basis of its experience and qualifications and represents its best judgment as an experienced and qualified professional engineer. Its opinion of construction costs does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by the ENGINEER.

#### **SECTION 17—THE EQUAL BUSINESS OPPORTUNITY CLAUSE**

- A. ENGINEER 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 ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the ENGINEER 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 **ENGINEER'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 **ENGINEER** 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 its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
- B. The **ENGINEER** 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 **ENGINEER** is in compliance;
  - b. Withholding of all future payments under the involved project until it is determined that the **ENGINEER** 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 **ENGINEER** 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.

#### **SECTION 18 - CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. **ENGINEER** acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil

Engineers. In addition to adhering to the Standards of Professional Conduct, **ENGINEER** agrees to the following terms in the conduct of its business relationship with **OWNER**:

1. **ENGINEER** shall not undertake to provide engineering services to a client other than **OWNER** if the relationship with the other client will be directly adverse to the interests of **OWNER**, unless **ENGINEER** first consults with and receives the written authorization of **OWNER**.
  2. **ENGINEER** shall not share or otherwise make use of any information relating to the engineering services provided to **OWNER** or any information obtained through its relationship with **OWNER** without the first obtaining the authorization of **OWNER**. It is the intention of the **OWNER** that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that **ENGINEER** fails in any of its obligations under subsection A., **OWNER** may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until **ENGINEER** provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  2. Terminate this Agreement upon giving three days written notice of **ENGINEER**'s failure to adhere to the terms of subsection A.;
  3. Debar **ENGINEER** from future work for **OWNER** for a period of not less than 6 months. **ENGINEER** shall not circumvent debarment by performing such future work as a sub-consultant for another **ENGINEER**.
  4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. **ENGINEER** shall include in every subcontract identical language to this Section 18 and **ENGINEER** shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject **ENGINEER** to the remedies available to **OWNER** for **ENGINEER**'s failure to adhere to the requirements of this Section.

#### **SECTION 19—HAZARDOUS MATERIALS**

When hazardous materials are known, assumed, or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of its personnel, to comply with the applicable laws and regulations, and to follow procedures prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if it has actual knowledge that hazardous materials exist at the project site, it will inform the **ENGINEER** in writing prior to initiating services under this Agreement. Hazardous materials may exist at a site where there is no reason to suspect they could be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of work, suspension of services, or termination of services. **ENGINEER** agrees to notify



the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

#### **SECTION 20—SUCCESSORS AND ASSIGNS**

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

#### **SECTION 21—NOTICES**

All notices, requests, demands, or other communications required by this Agreement or desired to be given or made by either of the parties to the other shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth above in this Agreement. The parties may designate such other address at which they wish to receive notice by designating the new address in a notice given in the manner provided in this section.

#### **SECTION 22—FORCE MAJEURE**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

#### **SECTION 23—SEVERABILITY**

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by decision of any court of competent jurisdiction, which determination is not appealable or is not appealed, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

#### **SECTION 24—FURTHER ASSURANCES**

The parties to this Agreement covenant and agree that each shall, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed all such further and other lawful

acts, deeds, things, devices, and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

**SECTION 25 - ACCEPTANCE**

**IN WITNESS WHEREOF**, the **OWNER** and the **ENGINEER**, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

City of Jackson, Mississippi

Stantec Consulting Services Inc.

\_\_\_\_\_  
Chokwe A. Lumumba, Mayor

\_\_\_\_\_  
John McKee, PE, Senior Principal

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

## **Exhibit A — Scope of Work**

**Walter Dutch Welch Road previously had a railroad underpass connecting it to Livingston Road which has been closed by the railroad. This study will analyze the feasibility of reconstructing this access. This will involve coordination with the Kansas City Southern Railroad and the City of Jackson.**

## **Exhibit B — Scope of Engineer Services**

- **Review of As-Built drawings from the previous structure.**
- **Provide a limited hydraulic analysis to determine the lowest elevation of the roadway below the railroad.**
- **Provide a schematic layout of the proposed railroad bridge.**
- **Coordinate feasibly alternatives with the Kansas City Southern Railroad.**
- **Provide a narrative of our findings.**

## Exhibit C — Compensation for Professional Services

Stantec Consulting Services Inc. proposes to provide these services on a time and materials basis for an estimated fee of \$46,004, based on our current hourly rate schedule as defined in this Exhibit.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the attached *Rate Schedule* as detailed below in this Exhibit.

---

### STANTEC CONSULTING SERVICES INC. RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$282.66
Senior Professional Engineer	\$188.07
Professional Engineer	\$148.62
Engineer Intern	\$84.00
Senior Technician	\$113.55
Clerical	\$48.00
Professional Land Surveyor	\$159.00
Survey Party Chief	\$91.80
Survey Rodman	\$60.00

\* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Stantec Consulting Services Inc. reserves the right to negotiate overtime rates.

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#### REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.560/mile

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.



**Walter Dutch Welch Road Railroad Bridge Study**  
 Project Number:

**CITY OF JACKSON, HINDS COUNTY**

1) DIRECT LABOR:

No.	Sheet Title or Task	Principal	Supervisor Engineer	Professional Engineer	Senior Technician	Engineer Intern	Surveyor	Clerical	Totals
<b>Preliminary Bridge Study</b>									
	Bridge Layout Investigation	4	8	4			32		48
	Preliminary Engineering		2	4		16			22
2	Type, Size, Location (TSL) & Typical Sections		1	4	16	8			31
	Report Narrative		4	8		16		12	40
	Hydraulic Analysis		24						
	QA/QC	2	4	8					14
									0
<b>Project Management &amp; Meetings</b>									
	Project Management	2	44	4					50
	Coordination - Railroad		38	4					42
	Coordination (survey, geotechnical, hydraulics)			4		8			12
	Project Site Visit	5	5						10
	<b>Total Hours</b>	<b>13</b>	<b>130</b>	<b>40</b>	<b>16</b>	<b>48</b>	<b>32</b>	<b>12</b>	<b>114</b>
	<b>Average Hourly Rate</b>	<b>\$282.66</b>	<b>\$188.07</b>	<b>\$148.62</b>	<b>\$113.55</b>	<b>\$84.00</b>	<b>\$159.00</b>	<b>\$48.00</b>	
	<b>Salary Cost</b>	<b>\$3,674.58</b>	<b>\$24,449.10</b>	<b>\$5,944.80</b>	<b>\$2,043.90</b>	<b>\$4,032.00</b>	<b>\$5,088.00</b>	<b>\$578.00</b>	
								<b>Labor =</b>	<b>\$45,808</b>

6) OTHER DIRECT COSTS:

	Quantity	Unit	Unit Cost	Amount
8.5x11 Prints - Design Calculations		Each	\$0.15	\$0.00
Black-Line Prints		Each	\$1.00	\$0.00
Mileage - site visit (from Baton Rouge)	350	Miles	\$0.560	\$196.00
Mileage - assumed 1 meeting in Jackson				

Sub-Total Direct Costs = \$196

7) ESTIMATED SUB-TOTAL COST

**\$46,004**



Stantec Consulting Services Inc.  
200 North Congress Street Suite 600, Jackson MS 39201-1917

September 2<sup>nd</sup>, 2021

Attention: Ms Yika Hoover, EBO Officer  
200 S. President St.  
Jackson, MS 39201

Dear Ms. Hoover,

Reference: City of Jackson Walter Dutch Welch Road Railroad Bridge Study.

Due to the limited scope of work for this project, we are requesting an EBO waiver.

Regards,

Stantec Consulting Services Inc.

*Brad Engels*

**Brad Engels** P.E.  
Senior Associate  
Phone: 601 354 0886  
Fax: 601 354 0433  
brad.engels@stantec.com

Attachment:

c. File





**ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
10/12/2021

**WHEREAS**, Marion Counseling Services, Inc., (hereinafter “Marion”) desire to develop a lot located on Old Canton Road; and

**WHEREAS**, the Department of Public Works, Traffic Division, is of the opinion that the granting of a driveway at the location of the lot, in close proximity to two driveways that service the Willie Morris Public Library, would create a hazardous driving situation; and

**WHEREAS**, in an effort to facilitate the safe development of the property, which will be a benefit to the City of Jackson and its citizens, the Department of Public Works recommends granting access easements from the existing driveways that provide access to the Willie Morris Public library and are situation on the north and south boundaries of the property being developed by Marion Counseling Services, Inc.; and

**WHEREAS**, it is in the best interest of the City of Jackson to grant Marion Counseling Services, Inc. revocable access easements over two existing driveways that provide access to the Willie Morris Public Library; and

**WHEREAS**, the granted access easements would be revocable by the City of Jackson upon one-year notice to Marion Counseling Services, Inc.

**IT IS, THEREFORE, ORDERED** that the City of Jackson conveys to Marion Counseling Services, Inc. revocable access easements describe as follows:

**EASEMENT A DESCRIPTION**

A 35 feet wide easement for the purposes of ingress and egress containing 0.20 acres, more or less, being located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 6 North, Range 1 East, First Judicial District, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod the Northwest Corner of Block “D” of Parkdale Part III as recorded in Plat Cabinet B, Slide 222 in the Chancery Clerk’s Office for Hinds County, Mississippi; thence run North for a distance of 49.15 feet to a point;

Thence run West for a distance of 35.54 feet to a found ¼” iron rod for a Point of Beginning;

Thence run along the North side of an existing private road South 88 degrees 36 minutes 00 seconds West for a distance of 250.90 feet to a capped 1/2 inch rebar (set) on the East right-of-way line of Old Canton Road;

Agenda Item #68  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)

Thence run along said East right-of-way line South 00 degrees 13 minutes 00 seconds West for a distance of 35.00 feet to a point;

Thence, leaving said right-of-way line, run North 88 degrees 36 minutes 00 seconds East for a distance of 250.90 feet to a point;

Thence run North 00 degrees 13 minutes 00 seconds East for a distance of 35.00 feet to the Point of Beginning.

The bearings in the above description are based on grid per the MS State Plane Coordinate System, West Zone;

and

#### EASEMENT B DESCRIPTION

A 35 feet wide easement for the purposes of ingress and egress containing 0.20 acres, more or less, being located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 6 North, Range 1 East, First Judicial District, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod the Northwest Corner of Block "D" of Parkdale Part III as recorded in Plat Cabinet B, Slide 222 in the Chancery Clerk's Office for Hinds County, Mississippi; thence run North for a distance of 49.15 feet to a point; thence run West for a distance of 35.54 feet to a found 1/4" iron rod; thence run North 00 degrees 13 minutes 00 seconds East for a distance of 125.00 feet to a found 1/2" iron rod (MS SPC West N:1,041,585.98 E:2,354,680.20) and the POINT OF BEGINNING for the herein described tract of land;

Thence run North 82 degrees 23 minutes 58 seconds West for a distance of 252.90 feet to a capped 1/2 inch rebar (set) on the East right-of-way line of Old Canton Road;

Thence run along said East right-of-way line North 00 degrees 13 minutes 00 seconds East for a distance of 35.29 feet to a point;

Thence, leaving said East right-of-way line, run South 82 degrees 23 minutes 58 seconds East for a distance of 252.90 feet to a point;

Thence run South 00 degrees 13 minutes 00 seconds West for a distance of 35.29 feet back to the Point of Beginning.

The bearings in the above description are based on grid per the MS State Plane Coordinate System, West Zone.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an access easement with Marion Counseling Services, Inc. for the purpose of conveying the revocable access easements described above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      October 5, 2021 .  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY (WARD 1)</b>																																													
2.	<b>Purpose</b>	The easement will allow Marion Counseling Services, Inc. safely develop a commercial lot on Old Canton																																													
3.	<b>Who will be affected</b>	The City, Marion Counseling Service, Inc. and their clients																																													
4.	<b>Benefits</b>	Economic development sensitive to issues of traffic safety																																													
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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>	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>	Department of Public Works and Marion Counseling Services, Inc.																																													
8.	<b>COST</b>	N/A																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b>              <input 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>	N/A																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">___</td> <td style="width: 5%;">no</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">___</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	___																																							



Stantec Consulting Services Inc.  
200 North Congress Street Suite 600, Jackson MS 39201-1917

September 2<sup>nd</sup>, 2021

Attention: Ms Yika Hoover, EBO Officer  
200 S. President St.  
Jackson, MS 39201

Dear Ms. Hoover,

Reference: City of Jackson Walter Dutch Welch Road Railroad Bridge Study.

Due to the limited scope of work for this project, we are requesting an EBO waiver.

Regards,

Stantec Consulting Services Inc.

*Brad Engels*

Brad Engels P.E.  
Senior Associate  
Phone: 601 354 0696  
Fax: 601 354 0433  
brad.engels@stantec.com

Attachment:  
c. File



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
WITHHOLDING ENTERGY PAYMENTS FOR INOPERABLE LIGHTS**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the City of Jackson is experiencing an overwhelming lack of lights being operable in key areas of the City of Jackson; including, bridges, interstates, streets; for example, the Bailey Avenue Street bridge, the Fortification Street bridge, I-55 in the Lakeland Drive area, Woodrow Wilson Drive in the university of Mississippi Medical Center area; and

WHEREAS, the citizens of the City of Jackson deserve lights for public safety; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take this extraordinary step to get lights in the City of Jackson.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson hereby withholds Entergy payments for inoperable lights.

SO ORDERED, this the \_\_\_\_\_ day of October, 2021.

Agenda Item # 69  
Agenda Date: October 12, 2021  
BY: STOKES





ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE REMOVAL OF THE SANITATION CHARGES  
(GARBAGE COLLECTION CHARGES) FROM THE CITY OF JACKSON WATER BILLS

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the sanitation charges (garbage collection charges) currently being collected as part of the water bills of account holders in the City of Jackson is a financial burden for many citizens which is collected along with water charges and sewer charges; and

WHEREAS, without relief being provided to these financially burdened account holders, the probability of an inability to afford water service in the City of Jackson is a reality; thereby demanding said action by the City Council considering the fact that access to water is a necessity for the sustaining of life and health; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take this necessary step to remove the sanitation charges (garbage collection charges) from the City of Jackson water bills.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the removal of the sanitation charges (garbage collection charges) from the City of Jackson water bills.

SO ORDERED, this the \_\_\_\_\_ day of October, 2021.

Agenda Item # 70  
Agenda Date: October 12, 2021  
BY: STOKES



**ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY (WARD 1)**

OFFICE CITY CLERK ONLY  
5-2021

**WHEREAS**, Marion Counseling Services, Inc., (hereinafter "Marion") desire to develop a lot located on Old Canton Road; and

**WHEREAS**, the Department of Public Works, Traffic Division, is of the opinion that the granting of a driveway at the location of the lot, in close proximity to two driveways that service the Willie Morris Public Library, would create a hazardous driving situation; and

**WHEREAS**, in an effort to facilitate the safe development of the property, which will be a benefit to the City of Jackson and its citizens, the Department of Public Works recommends granting access easements from the existing driveways that provide access to the Willie Morris Public library and are situation on the north and south boundaries of the property being developed by Marion Counseling Services, Inc.; and

**WHEREAS**, it is in the best interest of the City of Jackson to grant Marion Counseling Services, Inc. revocable access easements over two existing driveways that provide access to the Willie Morris Public Library; and

**WHEREAS**, the granted access easements would be revocable by the City of Jackson upon one-year notice to Marion Counseling Services, Inc.

**IT IS, THEREFORE, ORDERED** that the City of Jackson conveys to Marion Counseling Services, Inc. revocable access easements describe as follows:

**EASEMENT A DESCRIPTION**

A 35 feet wide easement for the purposes of ingress and egress containing 0.20 acres, more or less, being located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 6 North, Range 1 East, First Judicial District, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod the Northwest Corner of Block "D" of Parkdale Part III as recorded in Plat Cabinet B, Slide 222 in the Chancery Clerk's Office for Hinds County, Mississippi; thence run North for a distance of 49.15 feet to a point;

Thence run West for a distance of 35.54 feet to a found 1/4" iron rod for a Point of Beginning;

Thence run along the North side of an existing private road South 88 degrees 36 minutes 00 seconds West for a distance of 250.90 feet to a capped 1/2 inch rebar (set) on the East right-of-way line of Old Canton Road;

Agenda Item #68  
Agenda Date: October 12, 2021  
(KING, LUMUMBA)

Thence run along said East right-of-way line South 00 degrees 13 minutes 00 seconds West for a distance of 35.00 feet to a point;

Thence, leaving said right-of-way line, run North 88 degrees 36 minutes 00 seconds East for a distance of 250.90 feet to a point;

Thence run North 00 degrees 13 minutes 00 seconds East for a distance of 35.00 feet to the Point of Beginning.

The bearings in the above description are based on grid per the MS State Plane Coordinate System, West Zone;

and

#### EASEMENT B DESCRIPTION

A 35 feet wide easement for the purposes of ingress and egress containing 0.20 acres, more or less, being located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 6 North, Range 1 East, First Judicial District, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod the Northwest Corner of Block "D" of Parkdale Part III as recorded in Plat Cabinet B, Slide 222 in the Chancery Clerk's Office for Hinds County, Mississippi; thence run North for a distance of 49.15 feet to a point; thence run West for a distance of 35.54 feet to a found 1/4" iron rod; thence run North 00 degrees 13 minutes 00 seconds East for a distance of 125.00 feet to a found 1/2" iron rod (MS SPC West N:1,041,585.98 E:2,354,680.20) and the POINT OF BEGINNING for the herein described tract of land;

Thence run North 82 degrees 23 minutes 58 seconds West for a distance of 252.90 feet to a capped 1/2 inch rebar (set) on the East right-of-way line of Old Canton Road;

Thence run along said East right-of-way line North 00 degrees 13 minutes 00 seconds East for a distance of 35.29 feet to a point;

Thence, leaving said East right-of-way line, run South 82 degrees 23 minutes 58 seconds East for a distance of 252.90 feet to a point;

Thence run South 00 degrees 13 minutes 00 seconds West for a distance of 35.29 feet back to the Point of Beginning.

The bearings in the above description are based on grid per the MS State Plane Coordinate System, West Zone.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an access easement with Marion Counseling Services, Inc. for the purpose of conveying the revocable access easements described above.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      October 5, 2021 .  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY (WARD 1)</b>
2.	<b>Purpose</b>	The easement will allow Marion Counseling Services, Inc. safely develop a commercial lot on Old Canton
3.	<b>Who will be affected</b>	The City, Marion Counseling Service, Inc. and their clients
4.	<b>Benefits</b>	Economic development sensitive to issues of traffic safety
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council, an easement will be executed by the Mayor
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 1
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works and Marion Counseling Services, Inc.
8.	<b>COST</b>	N/A
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>	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 _____

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  
10/6/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING REVOCABLE EASEMENTS FROM THE CITY OF JACKSON TO MARION COUNSELING SERVICES, INC. FOR ACCESS TO A LOT FROM THE SERVICE ENTRANCES TO THE WILLIE MORRIS PUBLIC LIBRARY (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



CITY ATTORNEY

Terry Williamson, *Legal Counsel*

10/6/21

DATE

