



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
February 1, 2022
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR CHRIS CUMBEST OF WELLS UNITED METHODIST CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 1) (HILLMAN, LUMUMBA)**
3. **ORDER DENYING SMILOW PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 1) (HILLMAN, LUMUMBA)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

4. **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."**
5. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 23, 2019, OCTOBER 29, 2019, MARCH 17, 2020, AND AUGUST 18, 2020, IN THE FOLLOWING CASES:**

2019-1142 2019-1376 2020-1076 2020-1103 2020-1104 2020-1175

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. 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 #2020-1302 – 1775 BROOKHOLLOW CIRCLE - \$4,998.00. (WARD 4) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. 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 #2020-1298 – 455 QUEEN MARIE LANE – \$5,000.00. (WARD 4) (HILLMAN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

8. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI OFFICIALLY NAMING THE JACKSON POLICE DEPARTMENT/JUDICIAL ADMINISTRATION CENTER/MUNICIPAL COURT BUILDING LOCATED AT 327 EAST PASCAGOULA STREET, JACKSON, MISSISSIPPI, 39201, TO “LEE DAN VANCE, JR. JACKSON POLICE DEPARTMENT HEADQUARTERS/MUNICIPAL COURT ADMINISTRATION BUILDING” IN HONOR OF THE LIFE AND LEGACY OF LEE DAN VANCE, JR.**
9. **ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. (C.MARTIN, LUMUMBA)**

REGULAR AGENDA

10. **CLAIMS (HORTON, LUMUMBA)**
11. **PAYROLL (HORTON, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE AGREEMENT WITH PILEUM CORPORATION FOR FIREWALL. (HORTON, LUMUMBA)**
13. **ORDER APPROVING THE ACCEPTANCE OF CONCESSIONS RENT RELIEF, AIRPORT RESCUE GRANT NO. 3-28-0037-062-2022; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIRPORT RESCUE GRANT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGATIONS FOR ALL ELIGIBLE, IN-TERMINAL AIRPORT**

- CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (AIRPORT). (C. MARTIN, LUMUMBA)
14. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SETTING AN ELECTION TO AUTHORIZE THE CREATION OF A SPECIAL LOCAL IMPROVEMENT ASSESSMENT DISTRICT FOR BELHAVEN AND BELHAVEN HEIGHTS. (A. HARRIS, LUMUMBA)
 15. ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 1) (HILLMAN, LUMUMBA)
 16. ORDER DENYING SMILOW PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE. (WARD 1) (HILLMAN, LUMUMBA)
 17. ORDER DECLARING PARCEL NO. 73-26 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT. (HILLMAN, LUMUMBA)
 18. ORDER DECLARING PARCEL NO. 73-29-1 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT. (HILLMAN, LUMUMBA)
 19. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE WARRANTY DEED AND RELATED DOCUMENTS TRANSFERRING PROPERTY TO MMC MATERIALS, INC. F/K/A MISSISSIPPI MATERIALS COMPANY IN ACCORDANCE WITH THE TERMS OF THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI MATERIALS COMPANY EXECUTED ON MAY 1, 1981, AND RECORDED IN BOOK 2818, PAGE 664 ET AL. OF THE LANDS RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI. (WARD 5) (C. MARTIN, LUMUMBA)
 20. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2022 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS. (ALL WARDS) (KING, C. MARTIN, LUMUMBA)
 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO ANTENNA SITE AGREEMENTS WITH ROBERTS RADIO BROADCASTING, LLC, A MISSOURI LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF A BROADCAST ANTENNA ON SAVANNAH TOWER AND RIVERSIDE TOWER OWNED BY THE CITY OF JACKSON PURSUANT TO THE POWER AND AUTHORITY GRANTED TO THE CITY OF JACKSON IN SECTION 21-17-5 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED. (C. MARTIN, LUMUMBA)

DISCUSSION

22. **DISCUSSION: COMMON JUSTICE MODEL/VIOLENCE INTERVENTION (LUMUMBA)**
23. **DISCUSSION: PENDING LITIGATION (C.MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (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 the 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.

WHEREAS, Smilow Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

IT IS, THEREFORE, ORDERED that Smilow Prep is hereby granted a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage, 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.

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 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; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Public Hearing #2
Agenda Date February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2021
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	To erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3.	Who will be affected	N/A																																													
4.	Benefits	N/A																																													
5.	Schedule (beginning date)	N/A																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	787 E. Northside Dr. (Ward 1)																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8.	COST	N/A																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																													
10.	EBO participation	<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



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director

Department of Planning & Development

DATE: December 6, 2021

RE: Sign Variance

Smilow Prep, located at 787 E. Northside Drive, is requesting a variance to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

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 SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

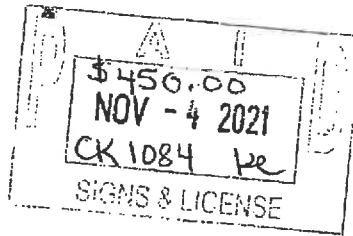



DATE:

12/20/21

RECEIVED

SIGNS & LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 787 E. Northside Dr.
Jackson, MS 39202

II. Purpose for requested Sign Variance: (Brief Description)
Shared building on single land parcel -
2 public charter schools and 1 church - This variance is for Smilow Prep

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
 If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ 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: RePublic Schools, Inc.
 Mailing Address: 309 W. McDowell Rd.
 City: Jackson State: MS Zip: 39204
 Contact Phone: 228-342-2572 Fax: _____
 Email: tvernaci@republiccharterschools.org

RECEIVED

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: Charter School Properties, LLC
Mailing Address: P.O. Box 4931
City: Jackson State: MS Zip: 39296
Email: jwilsonhood@gmail.com

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

1 Variance(s) \$450.00

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SIGNS/LICENSE DIVISION

DECLARATION:

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

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

[Signature]

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

Jackson, Mississippi

On this the 17th day of November, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

J. Wilson Hood Jr

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 17th

Day of November, 2021.

MY COMMISSION



Mary Beth T. Cantrell
NOTARY PUBLIC

RECEIVED

SIGNSLICENSE DIVISION



**Statement of Intent
Application for Sign Variance
Smilow Prep
787 E. Northside Dr. Jackson, MS 39206**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 787 E. Northside Dr. Jackson, MS 39206 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northwest corner of the land parcel, adjacent to Northside Dr. to indicate the location of Smilow Prep public charter school. Currently, the building located at the address referenced above houses three separate legal entities, Smilow Prep charter school, Smilow Collegiate charter school, and Grace City Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

Smilow Prep
A RePublic School
787 E. Northside Dr.

We are also submitting a variance request for Smilow Collegiate to place a sign at the southeast corner of the land parcel.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Wilson Hood', written over a horizontal line.

Wilson Hood
Charter School Properties, LLC

RECEIVED

SIGNS LICENSE DIVISION



The information on the previous page 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

_____ Jackson, Mississippi

On this the 17th day of November, 20 21.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th
Day of November, 20 21.

MY COMMISSION EXPIRES:



Mary Beth T. Cantrell
NOTARY PUBLIC



DEPARTMENT OF PLANNING AND DEVELOPMENT

December 6, 2021

Charter School Properties, LLC
J. Wilson Hood Jr.
P. O. Box 4931
Jackson, MS 39296

Re: Smilow Prep Sign Variance Application

Dear Mr. Hood Jr.:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Smilow Prep located at 787 E. Northside 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 Smilow Prep is requesting to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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

Sincerely,

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

Terry Coleman, Manager
Signs & License Division



CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SUD

Approved By JM

Note _____

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SIGN & LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>Smilow Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>787 E. Northside Drive</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601-391-0023</u>		Phone <u>601-885-2900 x122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>6ft</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5ft w</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>Smilow Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>787 E. Northside Drive</u>		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.

Paula Nett 09/23/21
Applicant's Signature Date

Sign and License Division Manager

1000 1000 1000

SIGNIFICANCE DIVISION



Top View

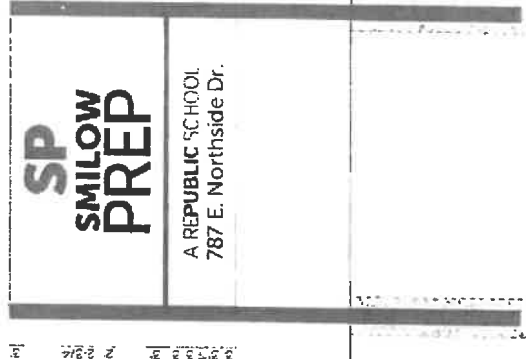
Scale: 1/2" = 1'-0"

3'-0 1/4"

3'-0"

5'-1/4"

5'-1/4"



Front View

Scale: 1/2" = 1'-0"



Side View

Scale: 1/2" = 1'-0"

Sign Details - Monument

Details: Charleston Fabricated Aluminum Post and Panel Sign: Charleston 325 Series

- (1) Posts Painted Painted Dark Blue (TBD). Mounted in direct burial concrete footers (Mounting Location TBD)
- (2) Sign Panel Painted MP White. Applied Vinyl for Logo, Penline and Text: Red, Gray and Dark Blue (TBD)

Double Sided Unless noted otherwise.



Date: 6/16/21
 Revised:
 Drawn by: CTP
 Scale: As Noted in Drawing
 File Name: Smilow Prep Post and Panel.ai
 File Folder: R:\Republic Schools\Reimagine Prep
 Project Manager: LF

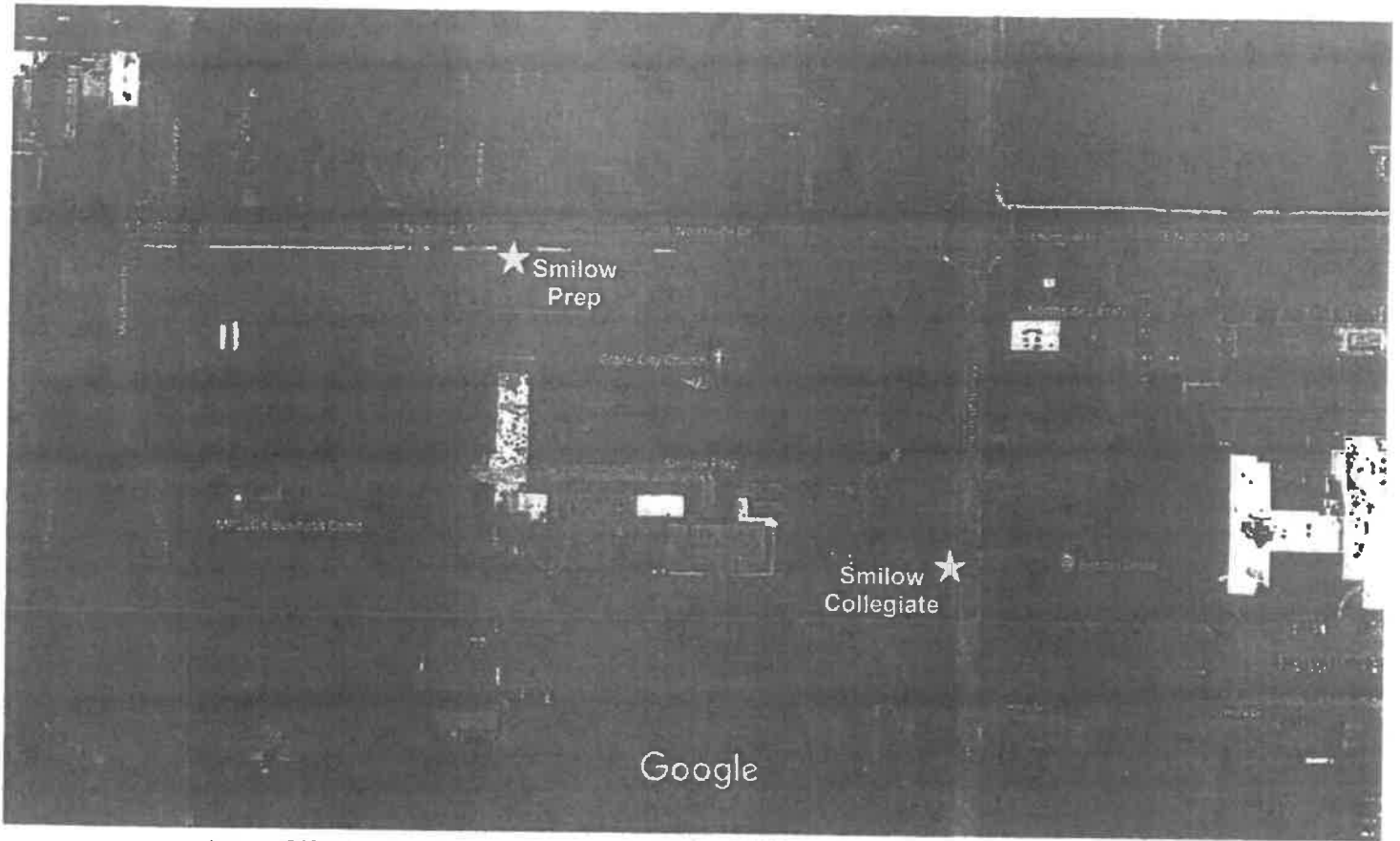
Post and Panel Sign Exterior - Layouts



1301 Antioch Pike
 Nashville, TN 37211
 P. 615-885-2900
 F. 615-885-2989

This design is being submitted for use as a product being manufactured for you by Signcraft, Inc. It is not to be used for any other project without the written permission from Signcraft, Inc. Unauthorised use is subject to design change and will include any collection fees.

Go gle Maps Smilow Prep



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



RECEIVED

SIGNS LICENSE DIVISION

Smilow Prep

3.7 ★★★★★ 7 reviews

School

RECEIVED



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

SIGNS/LICENSING DIVISION

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
436-1		539.00 1 110.00	
Subdivision No.		Homestead Exemption Account Numbers	
119 STR			
Assessed Owner		Assessed Values	
CHARTER SCHOOL PROPERTIES LLC		Land Value	0
P O BOX 4931		Improvement Value	0
JACKSON MS 39296		Total	0
Location		Appraised Values	
787 E NORTHSIDE DR		Land Value	0
Legal Description		Improvement Value	0
LOTS 3 4 5 & 6 BELMEADE SUBN		Total	0
LESS TO CITY FOR ST		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
Acreage Info.		Deed Info.	
Cultivated Acres	0.00	Book & Page	7228-1496
Uncultivated Acres	0.00	Date	12/03/2018

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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ORDER DENYING SMILOW PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (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 the 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.

WHEREAS, Smilow Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

IT IS, THEREFORE, ORDERED that Smilow Prep is hereby denied a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage, 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.

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 do not 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; and denying the variance requested will not deny the applicant any special privilege that is granted by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Public Hearing #3
Agenda Date February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2021
DATE

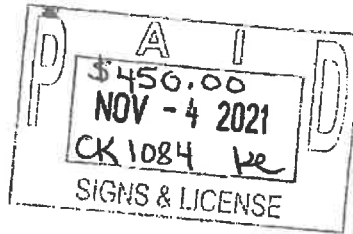
POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.	
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	N/A	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	787 E. Northside Dr. (Ward 1)	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u>

Revised 2-04

Staff Recommendation: Approve

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SIGNS/LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 787 E. Northside Dr.
Jackson, MS 39202

II. Purpose for requested Sign Variance: (Brief Description)
Shared building on single land parcel -
2 public charter schools and 1 church - This variance is for Smilow Prep

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
 If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ 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: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

RECEIVED

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VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: Charter School Properties, LLC
Mailing Address: P.O. Box 4931
City: Jackson State: MS Zip: 39296
Email: jwilsonhood@gmail.com

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

1 Variance(s) \$450.00

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NOV 18 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.

[Signature]

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

On this the 17th day of November, 2021.

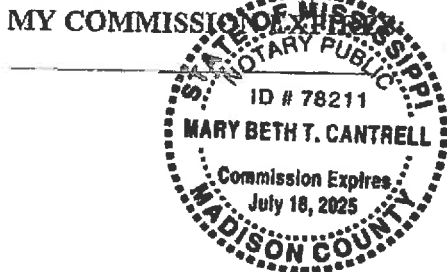
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th
Day of November, 2021.



Mary Beth T. Cantrell
NOTARY PUBLIC

RECEIVED

SIGNS/LICENSE DIVISION



**Statement of Intent
Application for Sign Variance
Smilow Prep
787 E. Northside Dr. Jackson, MS 39206**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 787 E. Northside Dr. Jackson, MS 39206 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northwest corner of the land parcel, adjacent to Northside Dr. to indicate the location of Smilow Prep public charter school. Currently, the building located at the address referenced above houses three separate legal entities, Smilow Prep charter school, Smilow Collegiate charter school, and Grace City Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

Smilow Prep
A RePublic School
787 E. Northside Dr.

We are also submitting a variance request for Smilow Collegiate to place a sign at the southeast corner of the land parcel.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Wilson Hood', written over a horizontal line.

Wilson Hood
Charter School Properties, LLC

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The information on the previous page 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

Jackson, Mississippi

On this the 17th day of November, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th
Day of November, 2021.

MY COMMISSION EXPIRES:



Mary Beth T. Cantrell
NOTARY PUBLIC



DEPARTMENT OF PLANNING AND DEVELOPMENT

December 6, 2021

Charter School Properties, LLC
J. Wilson Hood Jr.
P. O. Box 4931
Jackson, MS 39296

Re: Smilow Prep Sign Variance Application

Dear Mr. Hood Jr.:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Smilow Prep located at 787 E. Northside 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 Smilow Prep is requesting to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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

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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 11-12-21

Zone SUD

Approved By JM

Note

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>Smilow Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>787 E. Northside Drive</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601-391-0023</u>		Phone <u>615-886-2900 x122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>6ft</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5ft W</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>Smilow Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>787 E. Northside Drive</u>		DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

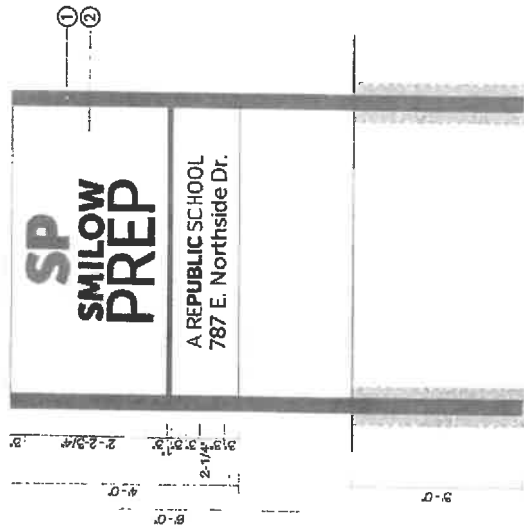
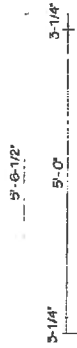
I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described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

Paula Nett 09/23/21
Applicant's Signature Date

Sign and License Division Manager

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SIGNS/LICENSE DIVISION



SP
SMILOW
PREP
SMILOW PUBLIC SCHOOL

Date: 6/16/21

Revised:

Drawn by: CTP

Scale: As Noted in Drawing

File Name: Smilow Prep Post and Panel.dwg

File Folder: R:\Republic Schools\ Reimagine Prep

Project Manager: LF

Post and Panel Sign
Exterior - Layouts

Signcraft
Commercial Vinyl, Inc.

1301 Antioch Pike
Nashville, TN 37211
P: 615-885-2900
F: 615-885-2989

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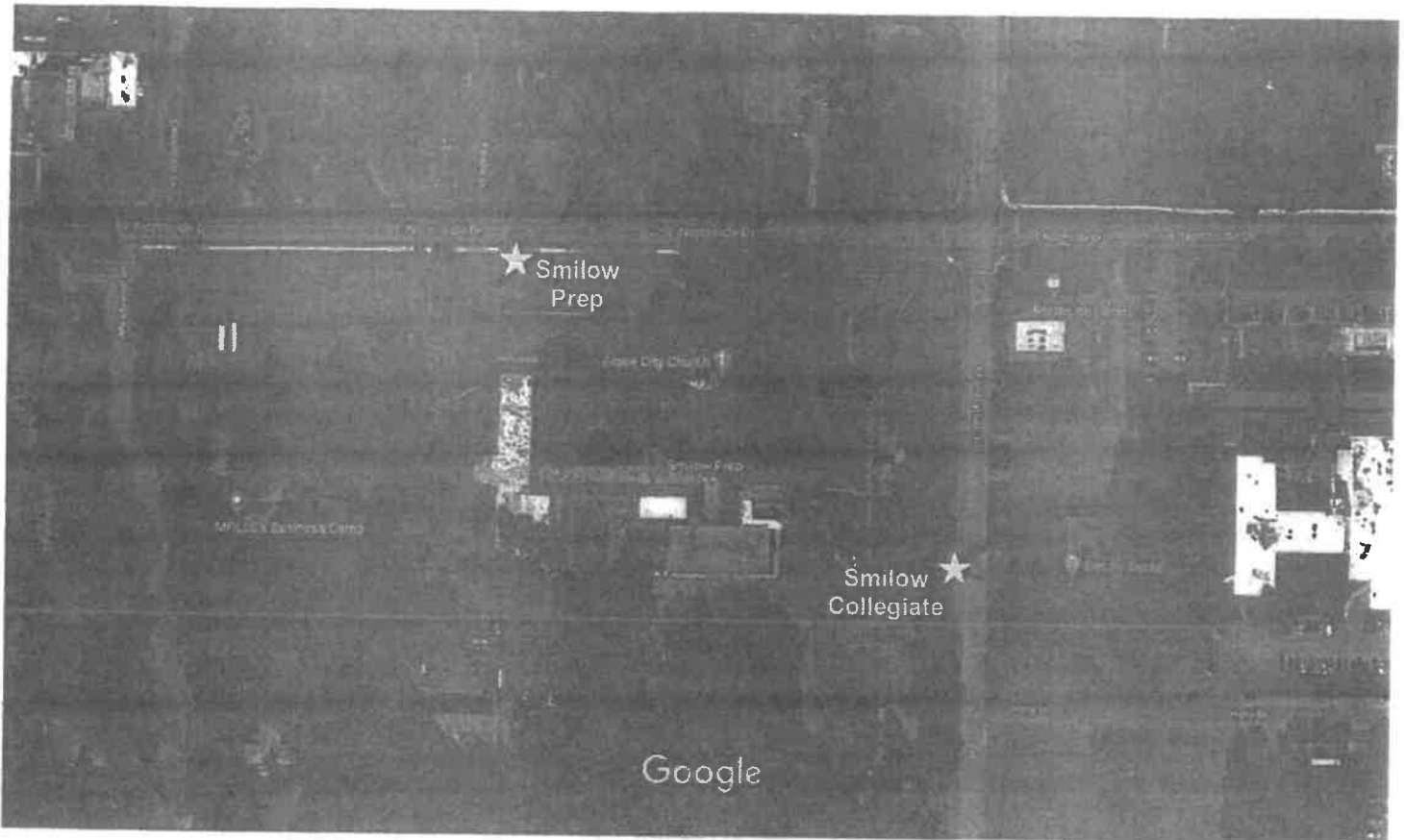
Sign Details - Monument

Details:
Charleston Fabricated Aluminum Post and Panel Sign; Charleston 325 Series

- ① Post: Painted Dark Blue (TBD). Mounted in direct burial concrete footers (Mounting Location TBD)
- ② Sign Panel: Painted MP White. Applied Vinyl for Logo, Penline and Text: Red, Gray and Dark Blue (TBD)

Double Sided Unless noted otherwise.

Go gle Maps Smilow Prep



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



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SIGNS/LICENSE DIVISION

Smilow Prep

3.7 ★★★★★ 7 reviews

School



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

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SIGNS/LICENSE DIVISION

[HindsCountyMs.com](#)
[Database](#)
[Back](#)
[Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
436-1		539.00 1 110.00	
Subdivision No.		Homestead Exemption Account Numbers	
119 STR			
Assessed Owner		Assessed Values	
CHARTER SCHOOL PROPERTIES LLC		Land Value	0
P O BOX 4931		Improvement Value	0
JACKSON MS 39296		Total	0
Location		Appraised Values	
787 E NORTHSIDE DR		Land Value	0
Legal Description		Improvement Value	0
LOTS 3 4 5 & 6 BELMEADE SUBN		Total	0
LESS TO CITY FOR ST		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
		Book & Page	7228-1496
		Date	12/03/2018
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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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

This **ORDER DENYING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*





DATE:

12/28/21

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: December 6, 2021

RE: Sign Variance

Smilow Prep, located at 787 E. Northside Drive, is requesting a variance to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 23, 2019, OCTOBER 29, 2019, MARCH 17, 2020, AND AUGUST 18, 2020, IN THE FOLLOWING CASES:

**2019-1142 2019-1376 2020-1076 2020-1103
2020-1104 2020-1175**

WHEREAS, administrative hearings were held on June 4, 2019, September 24, 2019, February 25, 2020, June 30, 2020 and July 14, 2020, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on July 23, 2019, October 29, 2019, March 17, 2020, and August 18, 2020, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

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

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

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

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

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

Consent Agenda
Agenda No. 5
Agenda Date February 1, 2022
(Hillman, Lumumba)

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON SEPTEMBER 14, 2021 AND OCTOBER 26, 2021								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
2019-1142	TILLMAN JAMES W EST & ALMA 2957 BAILEY JACKSON MS 39213	2957 BAILEY AVE/39219/3	101-151	\$4,998.00	\$499.80	\$500.00	\$5,997.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2019-1976	FEDERAL HOME LOAN MORTGAGE CORP C/O THE QUANTUS CORP P O BOX 2263 AUSTIN TX 78768	842 WILLOW ST/39204/7	170-66	\$4,350.00	\$435.00	\$500.00	\$5,285.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1076	NIX BENITA P O BOX 7040 JACKSON MS 39282	3135 BAILEY AVE/39213/3	422-241	\$4,910.00	\$491.00	\$500.00	\$5,901.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1103	SAFEGUARD CAPITAL PARTNERS LLC 101 N WOODLAND BLVD #501 DELAND FL 32720	3456 ROSEMARY AVE/39212/6	626-218	\$4,828.00	\$482.80	\$500.00	\$5,810.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1104	KECK JUDITH L 3448 ROSEMARY AVE JACKSON MS 39212	3448 ROSEMARY AVE/39212/6	626-214	\$5,000.00	\$500.00	\$500.00	\$6,000.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
2020-1175	ROBINSON JAMES & KIMBERLY 3511 ROSEMARY AVE JACKSON MS 39212	3511 ROSEMARY AVE/39212/6	626-252	\$4,999.00	\$499.90	\$500.00	\$5,998.90	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, and any other items to ensure property is clear and free of any and all health hazards; Cut grass and weeds.
							GRAND TOTAL	\$34,993.50

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

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

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

ITEM NO. _____
DATE: February 1, 2022
BY: (HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 02/01/2022
 DATE

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



Memo

To: Chokwe Lumumba, Mayor

**From: Jordan Rae Hillman, Director
Department of Planning and Development**

Date: 1/14/2022

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JULY 23, 2019, OCTOBER 29, 2019, MARCH 17, 2020, AND AUGUST 18, 2020, IN THE FOLLOWING CASES:

2019-1142	2019-1376	2020-1076	2020-1103
2020-1104	2020-1175		

is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*

DATE: 1/26/22

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 23, 2019 6:00 P.M.

398

- **Latasha Summers** expressed concerns regarding the death of her daughter resulting from a drive by shooting.

President Lindsay requested that Agenda Items No. 62 and 63 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

President Lindsay recognized Council Member **Stokes** who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING JIGGA MISSISSIPPI, OUTSTANDING YOUTH, WHOSE PATHS TODAY LEAD TO BROADENED HORIZON**. Accepting the Resolution with appropriate remarks were **Ammond Pough, Lashunda Pough and Taylor Akharume**.

President Lindsay recognized Council Member **Stokes** who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING DR. CALVIN LOCKETT, A DISTINGUISHED CITIZEN AND JACKSON PUBLIC SCHOOL ADMINISTRATOR, UPON HIS RETIREMENT**. Accepting the Resolution with appropriate remarks was **Dr. Calvin Lockett**.

Council Members **Stokes** and **Tillman** left the meeting.

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 AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JUNE 4, 2019 FOR THE FOLLOWING CASES:

2019-1055	2019-1071	2019-1077	2019-1078
2019-1079	2019-1080	2019-1084	2019-1092
2019-1093	2019-1094	2019-1095	2019-1096
2019-1097	2019-1104	2019-1107	2019-1110
2019-1112	2019-1113	2019-1114	2019-1115
2019-1117	2019-1119	2019-1120	2019-1122
2019-1123	2019-1124	2019-1125	2019-1128
2019-1131	2019-1132	2019-1133	2019-1134
2019-1135	2019-1136	2019-1137	2019-1138
2019-1139	2019-1140	2019-1141	2019-1142
2019-1143	2019-1145	2019-1146	

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings in the June 4, 2019; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 35) **Case #2019-1137: Parcel #306-209** located at 4317 Patch Avenue: After hearing testimony from owner Carla McDaniel, hearing officer recommends that the property be adjudicated as a menace to public health and safety. However, interested parties shall be afforded until July 8, 2019 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, building materials/old bricks, old furniture, tires; and clean curbside.

- 36) **Case #2019-1138: Parcel #633-3-1** located at 0 McFadden Rd./Lot West of 2415-19 McFadden Road: After hearing testimony from owner Travis Stevenson, hearing officer recommends that the property be adjudicated as a menace to public health and safety. However, interested parties shall be afforded fourteen (14) days to cure expiring June 19, 2019. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards, crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.

- 37) **Case #2019-1139: Parcel #634-585** located at 1225 Anna Lisa Lane: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, building materials, tires; and clean curbside.

- 38) **Case #2019-1140: Parcel #552-25** located at 706 Colonial Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, appliances/old furniture, tires; and clean curbside.

- 39) **Case #2019-1141: Parcel #552-140** located at 312 Colonial Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, appliances/old furniture, tree limbs & parts, tires; and clean curbside.

- 40) **Case #2019-1142: Parcel #101-151** located at 2957 Bailey Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 41) **Case #2019-1143: Parcel #101-150** located at 2977 Bailey Avenue: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY OCTOBER 29, 2019 10:00 A.M.

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President Lindsay requested that Agenda Items No. 29, 30 and 31 be moved forward on the Agenda. Hearing no objections, the following was presented:

President Lindsay recognized Mayor Chokwe Antar Lumumba who presented the "I AM COJ SWORN OFFICER AWARD TO OFFICER TENESHA DAVIS-WHITE." Accepting the Award with appropriate remarks was Officer Tenesha Davis-White.

President Lindsay recognized Mayor Chokwe Antar Lumumba who presented the "I AM COJ NON-SWORN OFFICER AWARD TO VIKKI BELL." Accepting the Award with appropriate remarks was Ms. Vikki Bell.

President Lindsay recognized Mayor Chokwe Antar Lumumba who presented a PROCLAMATION HONORING MRS. INEVA MAY PITTMAN AS A PROMINENT MOTHER OF THE JACKSON CIVIL RIGHTS MOVEMENT. Accepting the Resolution with appropriate remarks was Mrs. Ineva May Pittman.

The following individuals provided public comments during the meeting:

- Enoch Sanders expressed concerns regarding the operation of the City's budget.
- Princie Morgan expressed concerns regarding damage to her property by her next door neighbor.
- David Singletary provided information regarding his family history in Mississippi.

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 AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 24, 2019 FOR THE FOLLOWING CASES:

2019-1369	2019-1370	2019-1372	2019-1373	2019-1374	2019-1376
2019-1378-	2019-1379	2019-1380	2019-1381	2019-1382	2019-1383
2019-1391	2019-1392	2019-1393	2019-1394	2019-1395	2019-1396
2019-1397	2019-1398	2019-1399	2019-1400	2019-1401	2019-1402
2019-1404	2019-1406	2019-1407	2019-1408	2019-1409	2019-1410
2019-1411					

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings in the September 24, 2019; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY OCTOBER 29, 2019 10:00 A.M.**

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- 1) **Case #2019-1369: Parcel #511-250** located at 1425 Winchester Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove tree parts, tires; and clean curbside.

- 2) **Case #2019-1370: Parcel #511-98** located at 1515 Wilhurst Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove tree parts, tires; and clean curbside.

- 3) **Case #2019-1372: Parcel #157-218** located at 729 Wingfield Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove tree limbs & parts, tires; and clean curbside.

- 4) **Case #2019-1373: Parcel #821-522** located at 1411 Pear Street: After hearing testimony from owner Mr. Kyles, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded ninety (90) days to cure expiring December 24, 2019. If there is a default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and penalty of \$ 500.00 Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. cut grass and weeds

- 5) **Case #2019-1374: Parcel #171-96-1** located at 406 Guidici Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.

- 6) **Case #2019-1376: Parcel #170-66** located at 842 Willow Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. cut grass and weeds

- 7) **Case #2019-1378 Parcel #171-87-1** located at 1119 HUNTER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2020 6:00 P.M.

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Council Member Lindsay moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priestler, Stamps, Stokes and Tillman.

Nays- None.

Absent- Stokes.

President Lindsay requested that Agenda Items No. 4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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 AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 25, 2020 FOR THE FOLLOWING CASES:

2020-1061	2020-1062	2020-1063	2020-1064	2020-1067
2020-1068	2020-1069	2020-1072	2020-1074	2020-1075
2020-1076	2020-1077	2020-1078	2020-1079	2020-1080
2020-1081	2020-1085	2020-1086	2020-1087	

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on February 25, 2020; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) Case #2020-1061: Parcel #97-175 located at 416 IDLEWILD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, fence line, bushes, saplings and remove trash and debris, building materials, tree parts, tree limbs, tires, clean curbside.

2) Case #2020-1062: Parcel #97-168 located at 425 IDLEWILD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, fence line, bushes, saplings and remove trash and debris, building materials, tree parts, tree limbs, tires, clean curbside.

3) Case #2020-1063: Parcel #97-260 located at 328 IDLEWILD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, fence line, bushes, saplings and remove trash and debris, building materials, tree parts, tree limbs, tires, clean curbside.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2020 6:00 P.M.

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11) Case #2020-1076: Parcel #422-241 located at 3135 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

12) Case #2020-1077: Parcel #422-243 located at 3129 BAILEY AVENUE: After hearing testimony from owner R P ANDRES JR, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to clean expiring March 26, 2020, and ninety (90) days to demolish expiring May 25, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

13) Case #2020-1078: Parcel #416-85 located at 3641 ALBERMARLE ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

14) Case #2020-1079: Parcel #416-104 located at 3702 ALBERMARLE ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

15) Case #2020-1080: Parcel #500-516 located at 322 REED AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cutting of grass, weeds and removing of trash and debris, autos parts, tires, carts, clean curbside.

16) Case #2020-1081: Parcel #721-303 located at 319 POST OAK ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, cut grass and weeds, burned.

17) Case #2020-1085: Parcel #213-80 located at 524 ORIOLE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards cut grass and weeds.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

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WHEREAS, the Board of Commissioners of JMAA resolved to accept FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, and authorized JMAA's Chief Executive Officer and JMAA's Board Counsel to execute certain documents and assurances as required; and

WHEREAS, FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports, will be for at least \$1,795,603.00; and

WHEREAS, the City of Jackson, MS ("City"), as the local government sponsor of JMAA, is required to execute multiple copies of FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020 with the FAA, and therefore, the City Council ("Council") of Jackson needs to authorize the Mayor and City Attorney of the City to execute the Grant Agreements for FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020

NOW, THEREFORE, IT IS HEREBY ORDERED that the City shall act as the local government sponsor, along with JMAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, for purposes directly related to providing for the allowable costs incurred to accomplish the Projects at the Airports; and

IT IS FURTHER ORDERED that no funds of the City are to be expended in connection herewith; and

IT IS FURTHER ORDERED that the Mayor of the City, or his designee, and the City Attorney of the City are authorized to execute and certify, respectively, on behalf of the City, as Co-Sponsor with JMAA, multiple copies of the Grant Agreement with the FAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports.

Council Member Stamps moved adoption; Council Member Tillman seconded.

President Banks recognized John Walker, Jackson Municipal Airport Authority who provided a brief overview of said item.

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

Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays – None.
Absent – Stokes.

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 AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 30, 2020 FOR THE FOLLOWING CASES:

2020-1070	2020-1103	2020-1104	2020-1106	2020-1107	2020-1108
2020-1109	2020-1110	2020-1116	2020-1118	2020-1122	2020-1125
2020-1126	2020-1127	2020-1129	2020-1130	2020-1131	2020-1132
2020-1133	2020-1134	2020-1136	2020-1137	2020-1138	2020-1139
2020-1140	2020-1141	2020-1143	2020-1145	2020-1146	2020-1147
2020-1149	2020-1151	2020-1152	2020-1154	2020-1189	2020-1190
2020-1199	2020-1201	2020-1203	2020-1204	2020-1205	2020-1208
2020-1210	2020-1212	2020-1213	2020-1215	2020-1216	2020-1217

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972 as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

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within a municipality is in such a state of uncleanness to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972 amended sets for the procedure for mailing and posting notice of the hearing; and

WHEREAS, an Administrative Hearing were held on the June 30, 2020; and

WHEREAS, prior to each hearing, the hearing officer determined that notice was provided in accordance with Section 21-19-11; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2020-1070: Parcel #430-361 located at 4573 KINGS HIGHWAY:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 2) **Case #2020-1103: Parcel #626-218 located at 3456 ROSEMARY AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 3) **Case #2020-1104: Parcel #626-214 located at 3448 ROSEMARY AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 4) **Case #2020-1106: Parcel #1026-16-2 located at 680 LARSON STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 5) **Case #2020-1107: Parcel #430-65 located at 155 WEST NORTHSIDE DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 6) **Case #2020-1108: Parcel #517-496 located at 238 LAWRENCE ROAD:** After hearing testimony from owner Marcus George, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to enter into a repair agreement expiring July 7, 2020. If there is a

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

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48) Case #2020-1217: Parcel #425-477 located at 3610 BRAME AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, tree limbs, tree parts and clean curbside.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Council Member Priester moved adoption; Council Member Tillman seconded.

Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays – None.

Absent – Stokes.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the Municipal Clerk Department of the City of Jackson, Mississippi.

**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 AND BASED ON ADMINISTRATIVE HEARINGS HELD
JULY 14, 2020 FOR THE FOLLOWING CASES:**

2020-1155	2020-1156	2020-1158	2020-1159	2020-1160	2020-1162
2020-1163	2020-1164	2020-1165	2020-1166	2020-1167	2020-1168
2020-1169	2020-1170	2020-1171	2020-1172	2020-1173	2020-1174
2020-1175	2020-1177	2020-1178	2020-1179	2020-1181	2020-1182
2020-1226	2020-1227	2020-1228	2020-1229	2020-1230	

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on July 14, 2020; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

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Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 15) **Case #2020-1171: Parcel #811-3 located at 5618 MAGNOLIA DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 16) **Case #2020-1172: Parcel #108-257 located at 2157 MORTON AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 17) **Case #2020-1173: Parcel #107-335 located at 1049 WOODROW WILSON:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 18) **Case #2020-1174: Parcel #624-94 located at 348 COOPER ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 19) **Case #2020-1175: Parcel #626-252 located at 3511 ROSEMARY AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 20) **Case #2020-1177: Parcel #616-418 located at 2724 TERESA DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 21) **Case #2020-1178: Parcel #210-93 located at 2563 BELVEDERE DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. 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 #2020-1302 – 1775 BROOKHOLLOW CIRCLE – \$4,998.00 – WARD 4

WHEREAS, on September 15, 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 August 18, 2020 for Case 2020-1302 located in Ward 4 of the City of Jackson; and

WHEREAS, on December 28, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on January 7, 2022, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the December 28, 2021 request; and

WHEREAS, SOCRATES GARRETT ENTERPRISES, INC through its representative, Leland Socrates Garrett, submitted the lowest and best quote of \$4,998.00 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 1775 BROOKHOLLOW CIRCLE; and

WHEREAS, SOCRATES GARRETT ENTERPRISES, INC 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, INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1775 BROOKHOLLOW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,998.00 shall be paid to SOCRATES GARRETT ENTERPRISES, INC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda No. 6
Agenda Date February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/13/2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	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.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 4
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$4,998.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444-70-6485)
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Department of 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 of Planning and Development
Community Improvement Division

DATE: January 13, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.** 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 request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1302.

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 SOCRATES GARRETT ENTERPRISES, INC. 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 # 2020-1302 – 1775 BROOKHOLLOW CIRCLE - \$4,998.00 – WARD 4 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney




DATE:

1/26/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. 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 #2020-1298 – 455 QUEEN MARIE LANE – \$5,000.00 – WARD 4

OFFICE OF THE CITY ATTORNEY

WHEREAS, on September 15, 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 August 18, 2020 for Case 2020-1298 located in Ward 4 of the City of Jackson; and

WHEREAS, on December 28, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

WHEREAS, on January 7, 2022 contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the December 28, 2021 request; and

WHEREAS, SOCRATES GARRETT ENTERPRISES, INC through its representative, Leland Socrates Garrett, submitted the lowest and best quote of \$5,000.00 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 455 QUEEN MARIE LANE; and

WHEREAS, SOCRATES GARRETT ENTERPRISES, INC 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, INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 455 QUEEN MARIE LANE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$5,000.00 shall be paid to SOCRATES GARRETT ENTERPRISES, INC for the services provided from funds budgeted for the Division.

Consent Agenda
Agenda No. 7
Agenda Date February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/13/2022

DATE

POINTS		COMMENTS																																													
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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 of Planning and Development
Community Improvement Division

DATE: January 13, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.** 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 request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1298.

Thank you for your consideration.

Office of the City Attorney

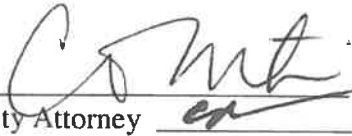
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. 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 # 2020-1298 – 455 QUEEN MARIE LANE – \$5,000.00 – WARD 4** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney



C. Martin

DATE:

1/26/22

OFFICE OF THE CITY ATTORNEY

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI OFFICIALLY NAMING THE JACKSON POLICE DEPARTMENT/JUDICIAL ADMINISTRATION CENTER/MUNICIPAL COURT BUILDING LOCATED AT 327 EAST PASCAGOULA STREET, JACKSON, MISSISSIPPI, 39201, TO “LEE DAN VANCE, JR. JACKSON POLICE DEPARTMENT HEADQUARTERS/MUNICIPAL COURT ADMINISTRATION BUILDING” IN HONOR OF THE LIFE AND LEGACY OF LEE DAN VANCE, JR.

WHEREAS, it is befitting for the City of Jackson to recognize, honor and celebrate individuals whose lives have had a significant and positive impact in the community; and

WHEREAS, the Honorable Lee Dan Vance, Jr. was a true servant of the City of Jackson, Mississippi (“City of Jackson”) and Hinds County, Mississippi; and

WHEREAS, a lifelong citizen of the City of Jackson, the Honorable Lee Dan Vance, Jr. matriculated through the Jackson Public School District, and graduated from Lanier High School – remaining a loyal alumnus; and

WHEREAS, the Honorable Lee Dan Vance, Jr. went on to attend Jackson State University; and

WHEREAS, the Honorable Lee Dan Vance, Jr. began his lifelong public service as a Jackson Police Department (“JPD”) Recruit on August 30, 1987, where he graduated with the 15th Recruit Class of the JPD on December 4, 1987; and

WHEREAS, the Honorable Lee Dan Vance, Jr. served the City of Jackson community tirelessly in various capacities with JPD, including the following: Promoted to Police Officer on August 30, 1988; Promoted to Police Sergeant on November 3, 1996; Promoted to Police Lieutenant on February 1, 1999; Appointed Police Captain on October 1, 2002; Appointed Deputy Police Chief on January 22, 2004; Appointed Assistant Chief on November 18, 2007; Appointed and Confirmed as Police Chief on September 8, 2014; and retired on December 31, 2017; and

WHEREAS, upon retirement from the City of Jackson, the Honorable Lee Dan Vance, Jr. was elected Hinds County, Mississippi Sheriff, where he continued his undying service and commitment to the public; and

WHEREAS, the Honorable Lee Dan Vance, Jr. passed away on August 3, 2021; and

WHEREAS, the Honorable Lee Dan Vance, Jr. poured into and touched so many lives in our community during his lifetime of service, in and out of the uniform; and

WHEREAS, over the span of his more than thirty (30) year career in law enforcement, the Honorable Lee Dan Vance, Jr. was a beacon of light that upheld compassion, accountability, and professionalism; and

Adoption of Ordinance
Agenda Item No. 8
Agenda Date February 1 ,2022

WHEREAS, he will forever be missed, but not forgotten, as the governing authorities desire to officially name the Jackson Police Department /Judicial Administration Center/Municipal Court Building to “Lee Dan Vance, Jr. Jackson Police Department Headquarters/Municipal Court Administration Building” located at 327 East Pascagoula Street, Jackson, Mississippi, 39201, honoring his legacy for many years to come.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. The Jackson Police Department /Judicial Administration Center/Municipal Court Building located at East 327 Pascagoula Street, Jackson, Mississippi 39201, shall be officially named to “Lee Dan Vance, Jr. Jackson Police Department Headquarters/Municipal Court Administration Building”.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 3. This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated, as amended.

(LUMUMBA)

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES

WHEREAS, the last rate increase in the user charge for residential sanitation services occurred in 2008; and

WHEREAS, an increase in the user charge is necessary because the current charge is insufficient to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, without an increase in the user charge, the City will be required to use the General Fund budget and reserves to balance the budget of the Solid Waste Enterprise Fund, which could adversely affect the level and quality of services funded by General Fund appropriations, such as the Police and Fire Departments; and

WHEREAS, pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance should take effect immediately upon passage because the current user charge is insufficient during this fiscal year to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, Section 106-37 (a) should be amended as follows:

- (a) There is hereby imposed on all persons who occupy residential units a user fee of ~~\$15.39~~ _____ per month for solid waste collection and disposal service, ~~and operations of the Solid Waste Division of the Department of Public Works, which may be provided under the auspices of the city.~~

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 106-37 (a) should be amended as follows:

- (a) There is hereby imposed on all persons who occupy residential units a user fee of _____ per month for solid waste collection and disposal service, and operations of the Solid Waste Division of the Department of Public Works.

SECTION 2. This ordinance shall be effective one month after its passage and publication by the Municipal Clerk.

Adoption of Ordinance
Agenda No. 9
Agenda Date February 1, 2022
(C. Martin, Lumumba)

SECTION 3. The Municipal Clerk shall cause this ordinance to be publish.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 17, 2021
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All City of Jackson residents whose garbage is collected under the City collection contract
4.	Benefits	Will provide necessary funding for operations of the Solid Waste Division, for the residential solid waste collection agreement, and the disposal agreement
5.	Schedule (beginning date)	Effective immediately upon passage
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	N/A
9.	Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ 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 **ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES** is legally sufficient for placement in NOVUS Agenda.

12.30.21

/s/Catoria Martin, City Attorney

DATE

OFFICE OF THE CITY ATTORNEY
RECEIVED
1/29/2022

ORDER AUTHORIZING THE MAYOR EXECUTE A MASTER SERVICE AGREEMENT WITH PILEUM CORPORATION FOR FIREWALL

WHEREAS, pursuant to Miss. Code Ann. § 31-7-59(1), “any municipality over one hundred thousand population is empowered to purchase from the General Services Administration, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Services”; and

WHEREAS, after performance delays, the Department of Administration obtained firewall and the City of Jackson was granted an evaluation period which allowed demo units of the firewall to be installed to protect and stabilize the City’s network; and

WHEREAS, the initial evaluation period was set to expire August 2021 but the City was granted monthly extensions to date; and

WHEREAS, the evaluation period for the installed demo units is expired; and

WHEREAS, the City of Jackson utilizes software and appliances from Pileum Corporation (“PILEUM”) to stabilize and secure the network infrastructure; and

WHEREAS, PILEUM has proposed a three-year master service agreement to provide both the physical appliance and software application to secure the network by identifying, controlling, and inspecting our SSL encrypted traffic and applications in real-time; and

WHEREAS, the firewall allows content scanning to protect the City of Jackson against viruses, spyware, data leakage, and application vulnerabilities; and

WHEREAS, the cost of procurement is \$314,174.59 beginning upon execution through February 28, 2025 on a three (3) year agreement; and

WHEREAS, the products listed in the master service agreement reflect GSA prices for the firewall equipment; and

WHEREAS, the Department of Administration recommends the firewall as the City’s maintenance needs for support and software upgrades are substantial and execution of the master service agreement is recommended.

IT IS THEREFORE ORDERED that the Mayor is hereby authorized to execute a master service agreement with Pileum Corporation for the City of Jackson’s network infrastructure at a cost of \$314,174.59 beginning upon execution through February 28, 2025.

Agenda Item No. 12
Agenda Date February 1, 2022
(Horton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

1-25-2022
DATE

(as revised 3/6/01)

POINTS		COMMENTS				
1.	Brief Description					
2.	Purpose	ORDER AUTHORIZING THE MAYOR EXECUTE A MASTER SERVICE AGREEMENT WITH PILEUM CORPORATION FOR FIREWALL				
3.	Who will be affected	City Of Jackson				
4.	Benefits	City Of Jackson Network Infrastructure Is Stabilized and Secure				
5.	Schedule (beginning date)	February 1, 2022 through February 28, 2025 (3Year Agreement)				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide				
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department, Department of Administration				
8.	COST	\$314,174.59				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account # 004-90400-6464				
10.	EBO participation	ABE _____% <u> X </u> AABE _____% <u> X </u> WBE _____% <u> X </u> HBE _____% <u> X </u> NABE _____% <u> X </u>	WAIVER WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___ no ___	N/A N/A N/A N/A N/A N/A

MEMORANDUM

TO: Mrs. LaaWanda Horton, Director of Administration
Dr. Muriel Reed, Interim Deputy Director, Administration

FROM: Oliver W. Hines, Systems Manager, Information Systems

SUBJECT: Network Firewall Procurement

DATE: January 25, 2022

When city departments were in a state of emergency with the performance of some systems a couple of months ago, I reached out and was able to get the best firewall on the market installed on our network for an evaluation.

The firewall was installed and things have been great since. We are at the end of our evaluation period and I feel that this firewall is the product we need to protect and stabilize our network. The evaluation of this firewall has proven its importance to the City of Jackson

We received two (2) quotes and the lowest quote received was from Pileum Corporation, off the General Services Administration contract. The procurement cost of the equipment and software alike is \$314,174.59 I strongly recommend we purchase this device along with the software and this should be processed immediately.

Thank you.



We have prepared a quote for you

**COJ - Palo Alto 5250 GSA Contract 47QTCA-19-D-00MM -
2021-12-31**

Quote # 050518
Version 1

Prepared for:

City of Jackson

Oliver Hines
ohines@jacksonms.gov

▶ Statement of Work

Block of Time (BOT) – The BOT is a prepaid block of hours discounted from standard hourly rates. Hours presented will be used for the services described in the quote. Any hours remaining after project is completed can be used for future projects or support. If services require more hours than included in the block of time, customer can choose to purchase a new BOT or purchase the additional services by the hour. Block of Time will expire after 3 years from contract execution. The agreement is consumed at the following rate schedule according to type of service performed:

Senior Engineering Services:

Senior Engineering Services are performed by an engineer with five or greater years experience and/or certification in the given area.

- Senior Forensics Engineer - \$200 Per Hour
- Security, Risk, Compliance Consulting - \$195 Per Hour
- Senior Firewall Engineer - \$165 Per Hour
- Senior Virtualization Engineer - \$165 Per Hour
- Senior Messaging / Email Services Engineer - \$155 Per Hour
- Senior Networking Engineer - \$155 Per Hour
- Senior Server Engineer - \$140 Per Hour

General Engineering Services:


- Forensics Engineer - \$175 Per Hour
- Firewall Engineer - \$140 Per Hour
- Virtualization Engineer - \$140 Per Hour
- Messaging / Email Services Engineer - \$140 Per Hour
- Server Engineer - \$125 Per Hour
- Networking Engineer - \$125 Per Hour
- Desktop Engineer - \$105 Per Hour
- Helpdesk - \$85 Per Hour

Please note that this agreement provides service during normal business hours from Monday through Friday. Should service be requested or required outside these time periods, Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

- Emergency Call - If customer requires immediate emergency assistance an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
- After Hours (Monday-Thursday 5:30 PM - 7:59 AM) – 1.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
- Weekends – (Friday 5:31 PM - 11:59 PM; Saturday/Sunday 12 AM - 11:59 PM; Monday 12 AM - 7:59 AM) 2.0 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
- Holidays – 2.5 times normal hourly rate; 4 Hour Minimum On-site, 2 Hour Minimum Remote
(New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

After Hours / Weekend / Holiday Response Times are Best Effort

Products

Item	Description	Price	Qty	Ext. Price
GSA 70 Contract # 47QTCA-19-D-00MM				
PAN-PA-5250-AC	 Palo Alto Networks PA-5250 with redundant AC power supplies - **Prices reflect GSA pricing**	\$96,663.33	1	\$96,663.33
PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant **Prices reflect GSA pricing**	\$1,380.90	2	\$2,761.80
PAN-SFP-SX	SFP form factor, SX 1Gb optical transceiver, 550m reach on OM2 MMF, duplex LC, IEEE 802.3z 1000BASE-SX compliant **Prices reflect GSA pricing**	\$460.30	2	\$920.60
PAN-PA-5250-TP-3YR	Threat prevention subscription 3-year prepaid, PA-5250 **Prices reflect GSA pricing**	\$44,188.95	1	\$44,188.95
PAN-PA-5250-ADVURL-3YR	Advanced URL Filtering Subscription, 3-year, PA-5250 **Prices reflect GSA pricing**	\$84,635.55	1	\$84,635.55
PAN-PA-5200-RACK4	PA-5200 4 post rack mount kit **Prices reflect GSA pricing**	\$138.09	1	\$138.09
PAN-SVC-PREM-5250-3YR	Premium support 3-year prepaid, PA-5250 **Prices reflect GSA pricing**	\$59,066.27	1	\$59,066.27

Subtotal: **\$288,374.59**

Block of Time - 120 Hours

Item	Description	Price	Qty	Ext. Price
BOT	Prepaid Block of Time - Senior Firewall Engineer	\$165.00	120	\$19,800.00
Project Management				
Get-001	Project Management	\$6,000.00	1	\$6,000.00

Subtotal: **\$25,800.00**

Shipping

Item	Description	Price	Qty	Ext. Price
Shipping	Free Shipping	\$0.00	1	\$0.00

COJ - Palo Alto 5250 GSA Contract 47QTCA-19-D-00MM - 2021-12-31

Prepared by:

Metrix Solutions
Roshanique Williams
601-863-0086
Fax 601-510-9718
roshaniquewilliams@pileum.com

Prepared for:

City of Jackson
353 S. Congress Street
Jackson, MS 39201
Oliver Hines
ohines@jacksonms.gov
(601) 960-1693

Quote Information:

Quote #: 050518
Version: 1
Delivery Date: 01/25/2022
Expiration Date: 02/28/2022

Quote Summary

Description	Amount
Products	\$288,374.59
Block of Time - 120 Hours	\$25,800.00
Total:	\$314,174.59

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

▶ Master Services Agreement

**Pileum Corporation
Master Services Agreement**

This Master Services Agreement is entered into by and between the undersigned customer ("Customer"), effective as of the date hereof, and Pileum Corporation ("Pileum"), effective as of the date hereof. The parties are entering into one or more Statements of Services that incorporate by reference this Master Services Agreement and the Statement of Services that the parties hereinafter execute. This Master Services Agreement shall govern the relationship between Pileum and Customer. Customer and Pileum

8, 9, 14
COO may not assume liability of other entities or indemnify and hold harmless parties to contracts. Moreover a municipality contract with a private vendor may not contain an exculpatory clause which limits the vendor's liability.

Pileum Corporation ("Pileum"), and any other party to this Master Services Agreement, hereby agree to the terms and conditions of the Statement of Services specified therein. Each Statement of Services shall be an integral part of this Master Services Agreement. Each Statement of Services shall be subject to the terms and conditions of this Master Services Agreement and the Statement of Services.

1. **Services.** Pileum will provide the Services to Customer (collectively, the "Services") on the terms and conditions set forth in the Statement of Services.

2. **Independent Contractor.** Pileum is an independent contractor and not an agent or employee of Customer. Nothing herein shall be construed to make Pileum a joint venturer with Customer.

3. **Term.** Each Agreement shall remain in effect until the end of the term specified in the applicable Agreement, unless otherwise provided in the Agreement.

4. **Termination.** Each Agreement shall terminate upon written notice to the other party. In the event either party terminates an Agreement, Pileum shall be responsible for the cost of any equipment or other materials ordered or purchased by Pileum for Customer; (d) any restocking or handling charges; and (e) any other expenses or charges incurred by Pileum in performing the Services.

5. **Pricing and Payment.** All prices and fees are exclusive of applicable taxes and Customer's responsibility for payment. The price for the Services shall be assessed as follows:

6. **Customer Representation.** Pileum shall be responsible for notifying Customer of each Customer location during the term of an Agreement. These responsibilities shall be notified in writing in the Statement of Services.

7. **Warranties.** Pileum warrants that the Services will be performed in accordance with the Statement of Services. PILEUM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

8. **Limitation of Liability.** Pileum shall not be liable for any contract or warranty, negligence, strict liability (including attorney's fees) whatsoever and howsoever arising from or in connection with the Services, whether for breach of contract or otherwise, in the event giving rise to the Loss. Customer shall be responsible for punitive damages or incidental, special or consequential damages or loss of data, cost of capital, cost of substitute goods or services, and howsoever arising.

9. **Indemnification.** Customer shall indemnify and hold Pileum harmless from and against any and all claims, losses, damages, and expenses, including reasonable attorney's fees, arising out of or in connection with Pileum's performance of its business activities.

10. **Non-Solicitation of Employees.** Pileum shall not solicit or hire any employee of Customer during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Pileum. If, upon prior written approval by Pileum, an employee terminates employment with Pileum in order to accept employment with Customer, Customer will then disburse to Pileum an amount equal to a six month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.

11. **Assignment.** Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Pileum. Pileum may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Political subdivisions of MS are governed by constitutional constraints including the prohibition against diminishing or relinquishing an obligation or claim held or owned by the political subdivision. A municipality is authorized to agree to non-binding mediation but cannot agree to binding forms of dispute resolution such as arbitration.

in the Statement of Services

independent contractor and not as a joint venturer.

effect until the end of the term specified in the applicable Agreement, unless otherwise provided in the Agreement.

written notice to the other party. In the event either party terminates an Agreement, Pileum shall be responsible for the cost of any equipment or other materials ordered or purchased by Pileum for Customer; (d) any restocking or handling charges; and (e) any other expenses or charges incurred by Pileum in performing the Services.

notify Pileum in writing in the Statement of Services.

equipment purchased by Pileum for Customer. PILEUM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

whether for breach of contract or otherwise, in the event giving rise to the Loss. Customer shall be responsible for punitive damages or incidental, special or consequential damages or loss of data, cost of capital, cost of substitute goods or services, and howsoever arising.

hold Pileum harmless from and against any and all claims, losses, damages, and expenses, including reasonable attorney's fees, arising out of or in connection with Pileum's performance of its business activities.

any employee of Customer during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Pileum. If, upon prior written approval by Pileum, an employee terminates employment with Pileum in order to accept employment with Customer, Customer will then disburse to Pileum an amount equal to a six month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.

without the prior express written consent of Pileum. Pileum may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12. **Proprietary Rights.** All or portions of the information and materials to be supplied by Pileum hereunder, including, but not limited to, any programs or software materials and related documentation, are owned by Pileum and/or others and are proprietary in nature. Customer shall protect such information at least to the extent that it protects its own proprietary information, shall not use such information except for the purposes for which it is being made available as set forth in this Master Agreement or any Agreement and shall not reproduce, print, disclose reverse engineer or otherwise make said information available to any third party, in whole or in part, in whatever form, except as provided herein, and as may be reasonably required for Customer to provide its services to its clients as contemplated by an Agreement.

13. **Confidentiality.** Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise ("**Confidential Information**") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice.

14. **Arbitration.** Customer and Pileum agree and understand that any dispute related to the relationship of the parties, regardless of whether the dispute arises out of or relates to this Master Agreement or any Agreement, shall be determined by final and binding arbitration.

(a) This transaction involves interstate commerce, and the arbitration is subject to and shall be conducted by a single arbitrator in accordance with the United States Arbitration Act, notwithstanding any choice of law provision in this Master Agreement, and under the Rules of the American Arbitration Association ("AAA"). The arbitration proceeding shall be held in Jackson, Mississippi, and the arbitrator shall be selected in accordance with the Rules of the AAA. The arbitrator shall have authority to award damages and grant other relief he or she deems appropriate consistent with applicable law. The arbitrator shall give effect to statutes of limitations in determining any claim. Notwithstanding any applicable statute of limitations, Customer agrees to provide Pileum with written notification, as provided in this Master Agreement, of any dispute or claim Customer may have. Customer agrees and understands that Customer will be deemed to have waived and otherwise given up any claim or right to relief concerning any dispute unless such written notice is received by Pileum within 180 days from the date Customer knew or should have known of the matter which is the subject of the dispute or claim.

(b) The parties' agreement to arbitrate shall be deemed a substitute for civil litigation, including the right of either party to a trial by jury. The arbitrator shall have discretion to allow the parties to engage in reasonable discovery comparable to the discovery methods provided for by the Federal Rules of Civil Procedure. The parties shall be entitled to representation by attorneys at their own expense. The arbitrator shall have the power and authority to award attorneys' fees only as provided by applicable law.

(c) The fees and expenses of the arbitrator and AAA fees shall be shared equally by the parties. The costs of any deposition or hearing transcript shall be borne by the party noticing the deposition or requesting the hearing transcript or, upon written agreement of the parties, shall be shared equally by the parties. Any arbitrator selected by the parties shall render his or her written decision and award containing the basis for the decision and award within ninety (90) days of the close of the hearing. The arbitrator shall be without power or authority to hear or determine disputes or claims by more than one person or to hear or determine claims or afford relief to a class of persons.

15. **Force Majeure.** Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Pileum shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Pileum's time for performance under any Agreement shall be extended accordingly.

16. **Notices.** Any notice and similar communications concerning this Master Agreement or any Agreement shall be in writing, and shall be either (a) delivered in person, or (b) sent to the other party by certified mail with return receipt requested or recognized overnight courier or (c) sent by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties respective addresses set forth below or at such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered in accordance with clause (a) above or sent in accordance with clauses (b) or (c) above.

Notices to Pileum shall be addressed to:

Jill M. Beneke, President & CEO
Pileum Corporation
190 East Capitol Street, Suite 175
Jackson, MS 39201
Phone: (601) 352-2120
Fax: (601) 510-9718

Notices to Customer shall be addressed as shown below Customer's signature hereto.

17. **Governing Law.** This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.

18. **Severability.** If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

19. **No Waiver.** No delay or failure of Pileum or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.

20. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Attorney's Fees. In the event either party hereto shall resort to legal action for the redress of a breach of this Master Agreement or any Agreement, the prevailing party shall be entitled to an award of all costs and reasonable attorney's fees.

22. Reliance by Third Parties. Neither this Master Agreement nor any Agreement is intended to confer upon any person other than Customer any rights or remedies.

23. Authority to Enter into Agreement. Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master Agreement or Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.

24. Entire Agreement. This Master Agreement and any Agreements and appendices or attachments hereto set forth the entire understanding and agreement of the parties and supersedes all other agreements and communications whether written or oral. Neither this Master Agreement nor any Agreement may be modified except by written amendment signed by an authorized representative of both parties.

PILEUM CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code	Page of Pages 1 1
Amendment/Modification No. PO-0001	3. Effective Date: Sep 27, 2019	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70
6. Issued By: General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		7. Administered By: (If Other) GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222	
8. Name and Address of Contractor (No. Street, County, State and Zip Code) SYNNEX CORPORATION 39 PELHAM RIDGE DR GREENVILLE, SC 296155939		9A. Amendment of Solicitation No:	9B. Dated (See Item 11)
		X 10A. Modification of Contract/Order No. 47QTCA19D00MM	10B. Dated (See Item 13) Sep 27, 2019
Code	Facility Code		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended <input type="checkbox"/> is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral.		
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority):		
E.	IMPORTANT: Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.		
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to assign Contract Number 47QTCA19D00MM to Offer 575717, awarded to SYNNEX CORPORATION, under Schedule 070 on Sep 27, 2019. No other changes are made here. Last Item.			
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)	
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Sep 27, 2019

GOV

SYNNEX GOV Contracts Team

Tarriken Williams
TW@pikem.com
601-573-6616

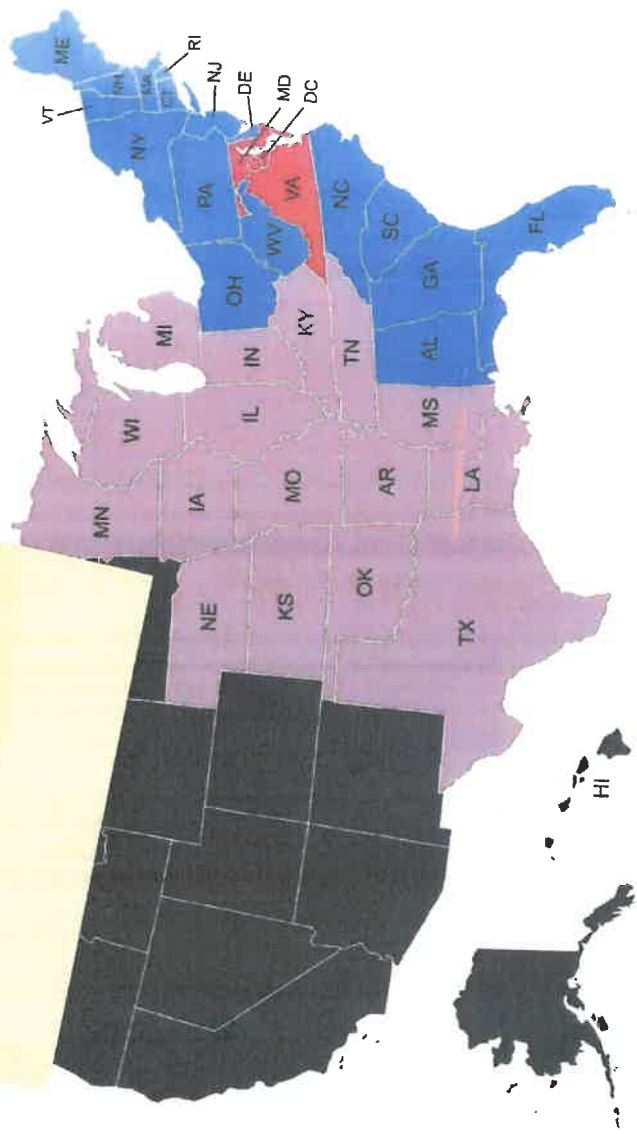
Jamie Grimm - West
GOVSolv Contracts Specialist
864-373-7589
JamieG@synnex.com

Davies Gallagher - Central
GOVSolv Contracts Specialist
864-447-5942
DaviesG@synnex.com

Nicholas Coperine - East
GOVSolv Contracts Specialist
914-618-1524
NicholasCo@synnex.com

Lisa McElroy- Federal Focus Accounts
GOVSolv GSA Contract Specialist
703-254-8907
LisaMc@synnex.com

Randy Finley
Director, Business Development
Public Sector and Vertical Markets
864-349-4390
RandyFi@synnex.com





OpenEdge Communications
 3751 Main St
 The Colony, TX 75056
 214-206-6364
dmanning@openedgeone.com

Quote

Quote NO. 54956
 DATE 10/27/21

SHIP TO:
 SAME

BILL TO:
 ATTN: Oliver Hines
 City of Jackson
 353 South Congress
 Jackson, MS 39203

PART NUMBERS	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
PAN-PA-5250-AC	Palo Alto Networks PA-5250 w/ redundant power	1	\$105,000.00	\$ 105,000.00
PAN-SFP-PLUS-SR	Palo Alto Networks SFP Factor SR 10GB	2	\$1,500.00	\$ 3,000.00
PAN-SFP-SX	Palo Alto Networks SX 1Gb optical transceiver, 550m reach on OM2 MMF, duplex LC, IEEE 802.3z 1000BASE-SX compliant	2	\$500.00	\$ 1,000.00
PAN-PA-5250-TP-3YR	Palo Alto Networks Threat prevention subscription 3-year prepaid, PA-5250	1	\$50,400.00	\$ 50,400.00
PAN-PA-5250-TP-3YR	Palo Alto Networks PANDB URL filtering subscription 3-year prepaid, PA-5250	1	\$50,400.00	\$ 50,400.00
PAN-PA-5200-RACK4	Palo Alto Networks Palo Alto Networks PA-5200 4 post rack mount Kit.	1	\$150.00	\$ 150.00

Palo Alto Networks- Palo Alto Networks : Premium support 3-year prepaid, PA-5250

1 \$60,960.00 \$ 60,960.00

PAN-SVC-PREM-5250-3YR

OEINSTALL

Implementation of Palo Alto Firewall

1 \$ 28,230.00 \$ 28,230.00

Total

\$ 299,140.00

GRAND TOTAL

\$ 299,140.00

THANK YOU

ORDER APPROVING THE ACCEPTANCE OF CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT NO. 3-28-0037-062-2022; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIRPORT RESCUE GRANT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGATIONS FOR ALL ELIGIBLE, IN-TERMINAL AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (AIRPORT)

WHEREAS, Jackson Municipal Airport Authority (“JMAA”) Staff submitted a CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT Application (“Application”) to the United States Department of Transportation, Federal Aviation Administration (“FAA”), on or about October 21, 2021 for federal funds to reimburse JMAA for providing relief from rent and minimum annual guarantees (“MAG”) obligations to eligible, in-terminal concessions at the Airport; and

WHEREAS, the FAA approved JMAA’s Application and offered JMAA Concessions Rent Relief, Airport Rescue Grant No. 3-28-0037-062-2022 on or about December 29, 2021 (the “GRANT”); and

WHEREAS, the GRANT is for an amount not-to-exceed Four Hundred Seventy Thousand, Three Hundred Thirty-Two Dollars (\$470,332.00) and covers one hundred percent (100%) of eligible expenses; and

WHEREAS, the JMAA Board of Commissioners approved acceptance of the GRANT during its duly-conveyed, rescheduled regular Board meeting held on January 24, 2022, and authorized JMAA’s Chief Executive Officer and JMAA’s Legal Counsel to execute certain documents and assurances required by the FAA for release of the GRANT funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi (“City”), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the GRANT offer and agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and the City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the GRANT in order for JMAA to receive the GRANT funds;

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the GRANT in an amount not-to-exceed Four Hundred Seventy Thousand, Three Hundred Thirty-Two Dollars (\$470,332.00) is hereby accepted and approved.

Agenda Item No. 13
Agenda Date: February 1, 2022
(Lumumba)

IT IS FURTHER ORDERED that the Mayor and the City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the GRANT offer and agreement to provide relief from rent and minimum annual guarantees obligations to eligible, in-terminal airport concessions at the Jackson-Medgar Wiley Evers International Airport.

IT IS FURTHER ORDERED that the GRANT funds are to be used for reimbursement of eligible, in-terminal concessions rent relief and for minimal annual guarantees obligations; and in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the Airport, the local Airport system, or local facilities owned or operated by the Airport.

IT IS FURTHER ORDERED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING THE ACCEPTANCE OF CONCESSIONS RENT RELIEF, AIRPORT RESCUE GRANT NO. 3-28-0037-062-2022; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIRPORT RESCUE GRANT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, TO PROVIDE RELIEF FROM RENT AND MINIMUM ANNUAL GUARANTEES OBLIGAGIONS FOR ALL ELIGIBLE, IN-TERMINAL AIRPORT CONCESSIONS AT THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (AIRPORT) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

1/27/22
DATE

OFFICE OF THE CITY ATTORNEY

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SETTING AN ELECTION TO AUTHORIZE THE CREATION OF A
SPECIAL LOCAL IMPROVEMENT ASSESSMENT DISTRICT FOR
BELHAVEN AND BELHAVEN HEIGHTS.**

OFFICE OF THE CITY ATTORNEY
12/21/21
A.U.

WHEREAS, the Mississippi legislature has authorized the creation of a special local improvement assessment districts, as provided in Sections 21-33-551 through 21-33-561 of the Mississippi Code of 1972, for non-profit homeowners' associations in municipalities with a population of one hundred fifty-thousand (150,000) or more; and

WHEREAS, a special local improvement assessment district means a district established pursuant to Section 21-33-553 and may be comprised of either residential or nonresidential property; and

WHEREAS, the Greater Belhaven Community delivered its petition to the clerk for the City of Jackson to establish a special local improvement district for Belhaven and Belhaven Heights; and

WHEREAS, pursuant to Sections 21-33-553(1), (2) of the Mississippi code of 1972, the petition is signed by the owners of at least sixty percent (60%) of the taxable real properties in the Greater Belhaven Community, and a strategic plan was filed with the City Clerk on December 16, 2021; and

WHEREAS, pursuant to Section 21-33-553(3), Mississippi Code of 1972, within ninety (90) days of receipt of the strategic plan, the City of Jackson shall prepare a notice calling for an election in the proposed district on the question of whether to establish the special local improvement assessment district with the date, time and voting locations affixed; and

WHEREAS, the City of Jackson shall publish the notice of the election once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in the City, with the first publication of the notice to be made not less than twenty-one (21) days before the date fixed in the notice of the election and the last publication to be made not more than seven (7) days before the election; and

THEREFORE, BE IT RESOLVED that the election to authorize the creation of a proposed special local improvement assessment district for Belhaven and Belhaven Heights shall be held on April 5, 2022, at participating polling locations.

Agenda Item No. 14
Agenda Date: February 1, 2022
(A. Harris, Lumumba)



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033

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

FROM: Angela Harris, Municipal Clerk *AH*

DATE: January 24, 2022

RE: Special Election-Special Local Improvement Assessment District

The Greater Belhaven Community has submitted its petition to the Municipal Clerk to establish a special local improvement district for Belhaven and Belhaven Heights pursuant to HB 1612. The Municipal Clerk has verified signatures in the petition and determined that the 60% threshold has been satisfied.

The Greater Belhaven Community will be responsible for all election expenses and will reimburse the city of such expenditures. The election to establish a special local improvement assessment district will be held on April 5, 2022 at participating polling places. Thanking you in advance.


Please feel free to contact me at (601) 960-1137, should you have any further questions.

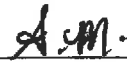
Office of the City Attorney

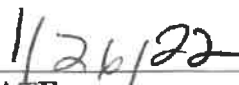
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SETTING AN ELECTION TO AUTHORIZE THE CREATION OF A SPECIAL LOCAL IMPROVEMENT ASSESSMENT DISTRICT FOR BELHAVEN HEIGHTS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



DATE

OFFICE OF THE CITY ATTORNEY
1/26/22
S.M.

ORDER GRANTING SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (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 the 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.

WHEREAS, Smilow Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

IT IS, THEREFORE, ORDERED that Smilow Prep is hereby granted a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage, 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.

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 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; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Agenda Item No. 15
Agenda Date February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2021
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	787 E. Northside Dr. (Ward 1)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-01


Staff Recommendation: Approve



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Jordan Hillman, Director
 Department of Planning & Development

DATE: December 6, 2021

RE: Sign Variance

Smilow Prep, located at 787 E. Northside Drive, is requesting a variance to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

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 SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

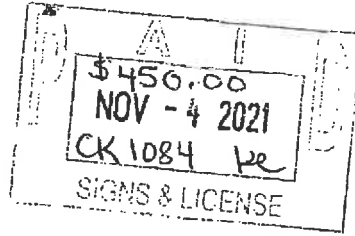



DATE:

12/20/21

RECEIVED

SIGNS & LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 787 E. Northside Dr.
Jackson, MS 39202

II. Purpose for requested Sign Variance: (Brief Description)
Shared building on single land parcel -
2 public charter schools and 1 church - This variance is for Smilow Prep

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
 If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ 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: RePublic Schools, Inc.
 Mailing Address: 309 W. McDowell Rd.
 City: Jackson State: MS Zip: 39204
 Contact Phone: 228-342-2572 Fax: _____
 Email: tvernaci@republiccharterschools.org

RECEIVED

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: Charter School Properties, LLC
Mailing Address: P.O. Box 4931
City: Jackson State: MS Zip: 39296
Email: jwilsonhood@gmail.com

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

1 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 _____
Jackson, Mississippi

On this the 17th day of November, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

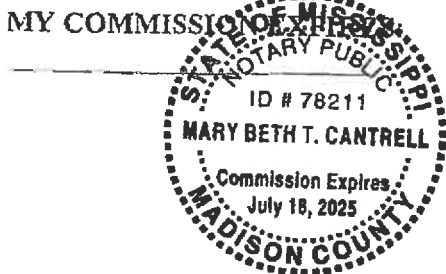
Personally came and appeared before me, the within named:

J. Wilson Hood Jr

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 17th

Day of November, 2021.



Mary Beth T. Cantrell
NOTARY PUBLIC

RECEIVED

SIGNS/LICENSE DIVISION



**Statement of Intent
Application for Sign Variance
Smilow Prep
787 E. Northside Dr. Jackson, MS 39206**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 787 E. Northside Dr. Jackson, MS 39206 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northwest corner of the land parcel, adjacent to Northside Dr. to indicate the location of Smilow Prep public charter school. Currently, the building located at the address referenced above houses three separate legal entities, Smilow Prep charter school, Smilow Collegiate charter school, and Grace City Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

Smilow Prep
A RePublic School
787 E. Northside Dr.

We are also submitting a variance request for Smilow Collegiate to place a sign at the southeast corner of the land parcel.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to be 'Wilson Hood', written over a horizontal line.

Wilson Hood
Charter School Properties, LLC

RECEIVED

SIGNS LICENSE DIVISION



The information on the previous page 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

Jackson, Mississippi

On this the 17th day of November, 20 21.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th
Day of November, 20 21.

MY COMMISSION EXPIRES:



Mary Beth T. Cantrell
NOTARY PUBLIC



DEPARTMENT OF PLANNING AND DEVELOPMENT

December 6, 2021

Charter School Properties, LLC
J. Wilson Hood Jr.
P. O. Box 4931
Jackson, MS 39296

Re: Smilow Prep Sign Variance Application

Dear Mr. Hood Jr.:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Smilow Prep located at 787 E. Northside 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 Smilow Prep is requesting to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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

Sincerely,

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

Terry Coleman, Manager
Signs & License Division



CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SUD

Approved By JM

Note _____

SIGN AND LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>Smilow Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>787 E. Northside Drive</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601-391-0023</u>		Phone <u>601-885-2900 x122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>6ft</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5ft W</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>Smilow Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>787 E. Northside Drive</u>		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.

Paula Nett 09/23/21
Applicant's Signature Date

Sign and License Division Manager

2024 06 16 11:29

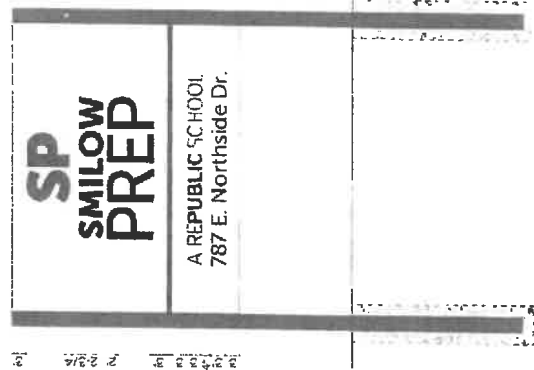
SPACIAL ENGINE DIVISION



Top View

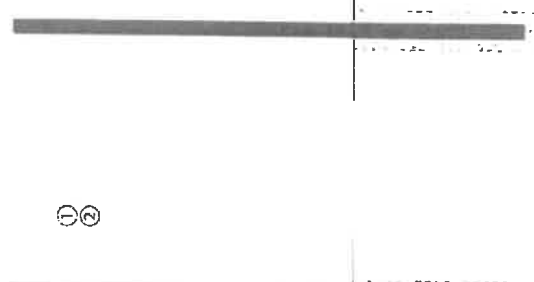
Scale: 1/2" = 1'-0"

3'-0 1/2" 3'-0" 3'-1/4" 3'-1/4"



Front View

Scale: 1/2" = 1'-0"



Side View

Scale: 1/2" = 1'-0"

Sign Details - Monument

Details: Charleston Fabricated Aluminum Post and Panel Sign: Charleston 325 Series

- 1 Posts Painted Dark Blue (TBD). Mounted in direct burial concrete footers (Mounting Location TBD)
- 2 Sign Panel Painted MP White. Applied Vinyl for Logo, Penline and Text: Red, Gray and Dark Blue (TBD)

Double Sided Unless noted otherwise.



Date: 6/16/21
 Revised:
 Drawn by: CTP
 Scale: As Noted in Drawing
 File Name: Smilow Prep Post and Panel.ai
 File Folder: R\Republic Schools\Reimagine Prep
 Project Manager: LF

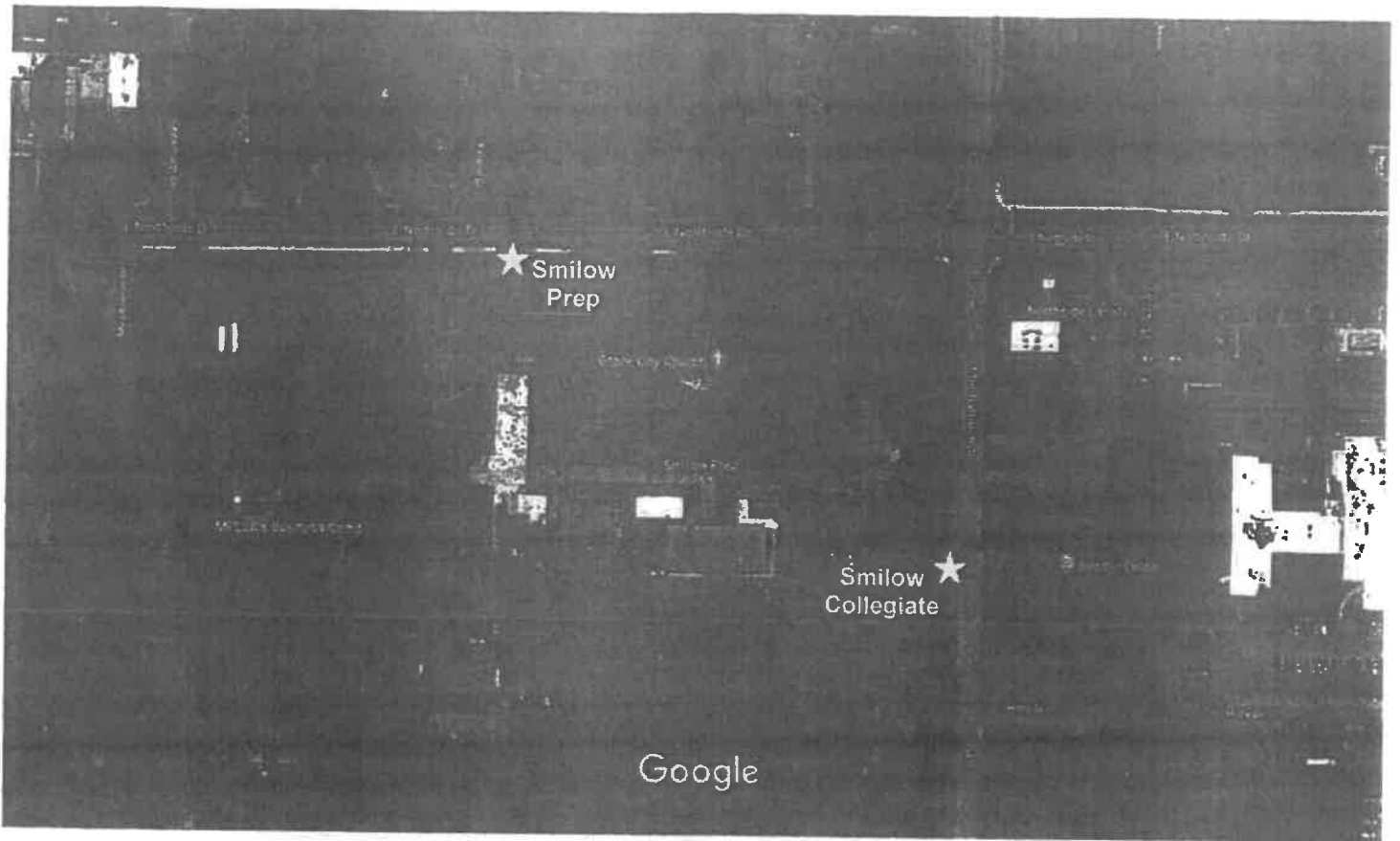
Post and Panel Sign
Exterior - Layouts



1301 Antioch Pike
 Nashville, TN 37211
 p. 615-885-2500
 f. 615-885-2589

This design is being submitted for use as a product being manufactured for you by Signcraft, Inc. & is not to be reproduced, copied or manufactured by you or any other party without the express written permission from Signcraft, Inc. We warrant that it is subject to design change and will include any collection fees.

Go gle Maps Smilow Prep



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



RECEIVED

SIGNS LICENSE DIVISION

Smilow Prep

3.7 ★★★★★ 7 reviews

School

RECEIVED



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

SIGNS/LICENS DIVISION

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
436-1		539.00 1 110.00	
Subdivision No.		Homestead Exemption Account Numbers	
119 STR			
Assessed Owner		Assessed Values	
CHARTER SCHOOL PROPERTIES LLC		Land Value	0
P O BOX 4931		Improvement Value	0
JACKSON MS 39296		Total	0
Location		Appraised Values	
787 E NORTHSIDE DR		Land Value	0
Legal Description		Improvement Value	0
LOTS 3 4 5 & 6 BELMEADE SUBN		Total	0
LESS TO CITY FOR ST		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
Acreage Info.		Deed Info.	
Cultivated Acres	0.00	Book & Page	7228-1496
Uncultivated Acres	0.00	Date	12/03/2018

[Back](#) [Search](#)

Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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ORDER DENYING SMILOW PREP'S REQUEST FOR A SIGN VARIANCE TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (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 the 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.

WHEREAS, Smilow Prep, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

IT IS, THEREFORE, ORDERED that Smilow Prep is hereby denied a variance from the Sign Ordinance regulations to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage, 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.

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 do not 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; and denying the variance requested will not deny the applicant any special privilege that is granted by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Agenda Item No. 16
Agenda Date: February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2021
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	To erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	Who will be affected	N/A	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	787 E. Northside Dr. (Ward 1)	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	COST	N/A	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____


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: December 6, 2021

RE: Sign Variance

Smilow Prep, located at 787 E. Northside Drive, is requesting a variance to erect a second ground sign measuring 20 sq. ft. in sign area and 6 ft. in height within a SUD zone which only allows one ground sign per street frontage.

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 SMILOW PREP'S REQUEST TO ERECT A SECOND GROUND SIGN MEASURING 20 SQ. FT. IN SIGN AREA AND 6 FT. IN HEIGHT WITHIN A SUD ZONE WHICH ONLY ALLOWS ONE GROUND SIGN PER STREET FRONTAGE (WARD 1) is legally sufficient for placement in NOVUS Agenda.

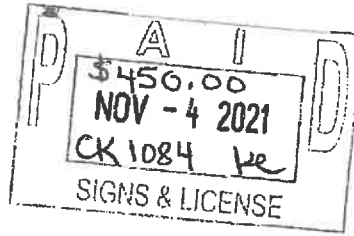
Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/28/21

RECEIVED

SIGNS/LICENSE DIVISION



FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 787 E. Northside Dr.
Jackson, MS 39202

II. Purpose for requested Sign Variance: (Brief Description)
Shared building on single land parcel -
2 public charter schools and 1 church - This variance is for Smilow Prep

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? _____
If yes, please give details and dates of violations:
N/A

IV. Are there any Restrictive Covenants? _____ 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: RePublic Schools, Inc.

Mailing Address: 309 W. McDowell Rd.

City: Jackson State: MS Zip: 39204

Contact Phone: 228-342-2572 Fax: _____

Email: tvernaci@republiccharterschools.org

RECEIVED

SIGNS/LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Anthony Vernaci
Mailing Address: 820 Fairview St.
City: Jackson State: MS Zip: 39202
Contact Phone: 228-342-2572 Fax: _____
Email: tvernaci@republiccharterschools.org

VIII. CURRENT PROPERTY OWNER(S):

Name: Charter School Properties, LLC
Mailing Address: P.O. Box 4931
City: Jackson State: MS Zip: 39296
Email: jwilsonhood@gmail.com

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

1 Variance(s) \$450.00

RECEIVED

NOV 18 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.

[Signature]

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

_____ Jackson, Mississippi

On this the 17th day of November, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th

Day of November, 2021.



Mary Beth T. Cantrell
NOTARY PUBLIC

RECEIVED

SIGNS/LICENSE DIVISION



**Statement of Intent
Application for Sign Variance
Smilow Prep
787 E. Northside Dr. Jackson, MS 39206**

This Statement of Intent is in support of RePublic Schools, Inc.'s request for a sign variance at 787 E. Northside Dr. Jackson, MS 39206 pursuant to Section 102-40 of the City of Jackson's Sign Ordinance.

The intention is to place a sign at the northwest corner of the land parcel, adjacent to Northside Dr. to indicate the location of Smilow Prep public charter school. Currently, the building located at the address referenced above houses three separate legal entities, Smilow Prep charter school, Smilow Collegiate charter school, and Grace City Church. This sign would allow our organization to identify our location more clearly for families and the community.

The sign to be placed will be a ground-mounted sign with an overall height of 6 ft and a length of 5 ft for a total square footage of 20ft. The wording on the sign is as follows:

Smilow Prep
A RePublic School
787 E. Northside Dr.

We are also submitting a variance request for Smilow Collegiate to place a sign at the southeast corner of the land parcel.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Wilson Hood', written over a horizontal line.

Wilson Hood
Charter School Properties, LLC

RECEIVED

SIGNS/LICENSE DIVISION



The information on the previous page 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

_____ Jackson, Mississippi

On this the 17th day of November, 2021.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally, came and appeared before me, the within named:

J. Wilson Hood Jr.

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 17th

Day of November, 2021.

MY COMMISSION EXPIRES:



Mary Beth T. Cantrell
NOTARY PUBLIC



DEPARTMENT OF PLANNING AND DEVELOPMENT

December 6, 2021

Charter School Properties, LLC
J. Wilson Hood Jr.
P. O. Box 4931
Jackson, MS 39296

Re: Smilow Prep Sign Variance Application

Dear Mr. Hood Jr.:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Smilow Prep located at 787 E. Northside 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 Smilow Prep is requesting to erect a second ground sign measuring 20 square feet in sign area and 6 feet in height within a SUD zone which only allows one ground sign per street frontage.

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

Sincerely,

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

Terry Coleman, Manager
Signs & License Division



CITY OF JACKSON
ZONING DIVISION

Date 11-12-21

Zone SUD

Approved By [Signature]

Note _____

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

DATE RECEIVED IN OFFICE:

CONTRACTOR/ERECTOR:		LOCATION/ADDRESS OF SIGN:	
Name <u>Southeastern Sign Co.</u>		Business Name <u>Smilow Prep</u>	
Address <u>120 Lone Wolf Drive</u>		Business Address <u>787 E. Northside Drive</u>	
City <u>Madison</u> State <u>MS</u> Zip <u>39110</u>		Owner's Name <u>Lance Farmer / Sign Craft</u>	
Phone <u>601-391-0023</u>		Phone <u>615-886-2900 x122</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # _____			
GROUND-MOUNTED: <input checked="" type="checkbox"/>	BUILDING-MOUNTED:	TYPE OF LIGHTING:	
Overall Height <u>Loft</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>4ft</u>	Length _____	UL# _____	
Length <u>5ft W</u>	Square Footage _____	Sign Material Type: _____	
Square Footage <u>20ft</u>	Wall Area _____		
Wind Pressure _____			
Billboard <input type="checkbox"/>			
WORDING ON SIGN(S):		ZONING CLASS: _____	
<u>Smilow Prep</u>		Date Inspected: _____	
<u>A Republic School</u>		APPROVED <input type="checkbox"/>	
<u>787 E. Northside Drive</u>		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] 09/23/21
Applicant's Signature Date

Sign and License Division Manager

RECEIVED

SIGNS/LICENSE DIVISION



Top View

Scale: 1/2" = 1' - 0"

3'-6-1/2"

3'-1/4"

3'-0"

3'-1/4"



Front View

Scale: 1/2" = 1' - 0"

Side View

Scale: 1/2" = 1' - 0"

Date: 6/16/21

Revised:

Drawn by: CTP

Scale: As Noted in Drawing

File Name: Smilow Prep Post and Panel.dwg

File Folder: R:\Republic Schools\Reimagine Prep

Project Manager: LF

Post and Panel Sign
Exterior - Layouts

Sign Details - Monument

Details:
Charleston Fabricated Aluminum Post and Panel Sign: Charleston 325 Series

- ① Posts Painted Dark Blue (TBD). Mounted in direct burial concrete footers (Mounting Location TBD)
- ② Sign Panel Painted MP White. Applied Vinyl for Logo, Penline and Text: Red, Gray and Dark Blue (TBD)

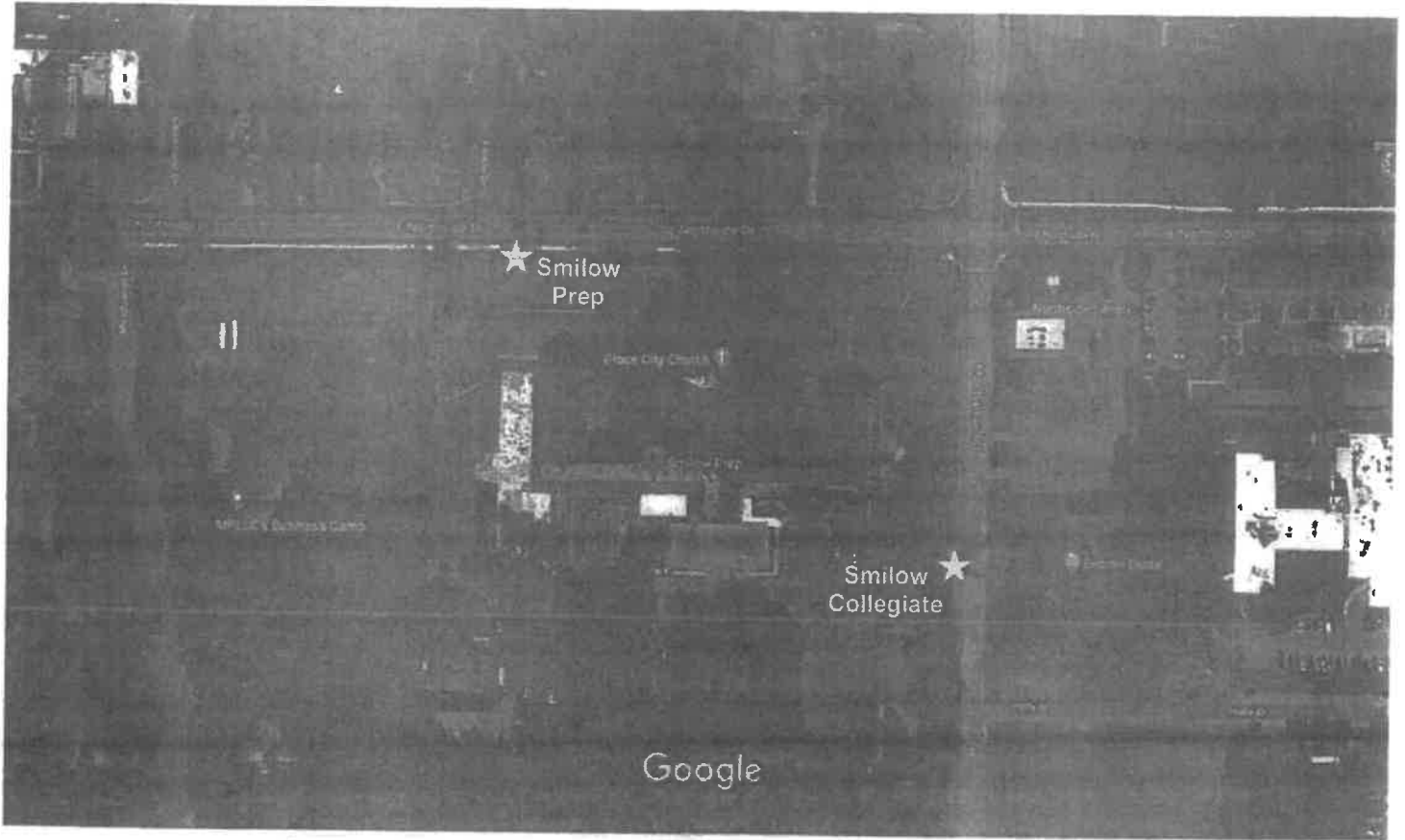
Double Sided Unless noted otherwise.



1301 Antioch Pike
Nashville, TN 37211
P: 615-885-2510
F: 615-885-2989

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Go gle Maps Smilow Prep



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



RECEIVED

SIGNS/LICENSE DIVISION

Smilow Prep

3.7 ★★★★★ 7 reviews

School



Hinds County

MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

RECEIVED

SIGNS/LICENSE DIVISION

[HindsCountyMs.com](#) [Database](#) [Back](#) [Print Page](#)

Landroll Detail

Parcel Number		Map Reference Number	
436-1		539.00 1 110.00	
Subdivision No.		Homestead Exemption Account Numbers	
119 STR			
Assessed Owner		Assessed Values	
CHARTER SCHOOL PROPERTIES LLC		Land Value	0
P O BOX 4931		Improvement Value	0
JACKSON MS 39296		Total	0
Location		Appraised Values	
787 E NORTHSIDE DR		Land Value	0
Legal Description		Improvement Value	0
LOTS 3 4 5 & 6 BELMEADE SUBN		Total	0
LESS TO CITY FOR ST		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
Acreage Info.		Deed Info.	
Cultivated Acres	0.00	Book & Page	7228-1496
Uncultivated Acres	0.00	Date	12/03/2018

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Monday, October 25, 2021 [Contact Webmaster](#) [Phone Numbers](#) [Map to our Office](#)
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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

This ORDER DECLARING PARCEL NO. 73-26 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney



DATE:

1/26/22

OFFICE OF THE CITY ATTORNEY

ORDER DECLARING PARCEL NO. 73-26 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT

WHEREAS, Gulf Coast Housing Partnership, Inc. submitted an application to the Department of Planning and Development, Surplus Property Committee, requesting that Parcel 73-26, be declared surplus and conveyed to Gulf Coast Housing Partnership, Inc., to utilize as a driveway access to a residential development. and

WHEREAS, the City of Jackson has ownership of Parcel No. 73-26 fully described below and having the physical location of 0 W. Cohea Street:

40 FT S/S COHEA ST X 100 FT N & S E OF WHITE W OF BOTNICK IN LOT 15 COHEA SY N J
and

WHEREAS, on January 11, 2022, the Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of the property pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, no City department expressed a municipal need for the property; and

WHEREAS, the Surplus Property Committee recommends that the governing authorities declare the property surplus and authorize its disposal to Gulf Coast Housing Partnership, Inc., pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended.

IT IS, THEREFORE, ORDERED that Parcel No. 73-26 fully described below and having the physical location of Cohea Street:

40 FT S/S COHEA ST X 100 FT N & S E OF WHITE W OF BOTNICK IN LOT 15 COHEA SY N J

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the disposition of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for driveway access to an affordable residential facility will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a quitclaim deed, with a right of reverter, deeding the property to Gulf Coast Housing Partnership, Inc. for driveway access to a residential development.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements and rights-of-way, restrictions of record concerning subject property.

IT IS FURTHER ORDERED that the City retains any and all mineral rights, as well as the right of ingress and egress to remove same.

Agenda Item No. 17
Agenda Date: February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/19/22

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Parcel 73-26 (Cohea Street) Purpose is to dispose surplus property by the bid method			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development			
3.	Who will be affected	Surrounding residents and businesses of Jackson.			
4.	Benefits	Property will be put back on the Tax Rolls.			
5.	Schedule (beginning date)	N/A			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7 No N/A			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Planning and Development Surplus Property Committee			
8.	COST				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	217-404.90-08002-901-6419			
10.	EBO participation	ABE _____%	WAIVER _____	no _____	N/A <u>X</u>
		AABE _____%	WAIVER _____	no _____	N/A <u>X</u>
		WBE _____%	WAIVER _____	no _____	N/A <u>X</u>
		HBE _____%	WAIVER _____	no _____	N/A <u>X</u>
		NABE _____%	WAIVER _____	no _____	N/A <u>X</u>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: January 19, 2022
Subject: Agenda Item – Disposition of Surplus property via the donation method (parcel 73-26)

The Surplus Property Committee has considered this property, and after having made it known that the property was available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes declaration of Parcel 73-26 as surplus property and the subsequent disposal, via the bid method, to Gulf Coast Housing Partnership, Inc.

Landroll Detail

<p style="text-align: center;">Parcel Number</p> <p style="text-align: center;">73-26</p> <p style="text-align: center;">Subdivision No.</p> <p style="text-align: center;">374</p>	<p style="text-align: center;">Map Reference Number</p> <p style="text-align: center;">656.00 1 180.00</p> <p style="text-align: center;">Homestead Exemption Account Numbers</p>																																
<p>Assessed Owner</p> <p>CITY OF JACKSON</p> <p>P O BOX 17 JACKSON MS 39205</p> <p>Location</p> <p>0 W COHEA ST</p> <p>Legal Description</p> <p>40 FT S/S COHEA ST X 100 FT N & S E OF WHITE W OF BOTNICK IN LOT 15 COHEA SY N J</p>	<div style="text-align: right; margin-bottom: 10px;"> View Map Property Taxes GIS Map </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Assessed Values</td> </tr> <tr> <td style="width: 80%;">Land Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvement Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Appraised Values</td> </tr> <tr> <td>Land Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvement Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Building Info.</td> </tr> <tr> <td>Type</td> <td></td> </tr> <tr> <td>Base Area</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Adjusted Area</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Year Built</td> <td style="text-align: right;">0000</td> </tr> <tr> <td colspan="2" style="text-align: center;">Deed Info.</td> </tr> <tr> <td>Book & Page</td> <td style="text-align: right;">7104-2032</td> </tr> <tr> <td>Date</td> <td style="text-align: right;">02/10/2010</td> </tr> </table>	Assessed Values		Land Value	0	Improvement Value	0	Total	0	Appraised Values		Land Value	0	Improvement Value	0	Total	0	Building Info.		Type		Base Area	0	Adjusted Area	0	Year Built	0000	Deed Info.		Book & Page	7104-2032	Date	02/10/2010
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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

This **ORDER DECLARING PARCEL NO. 73-29-1 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*



DATE:

1/26/22

OFFICE OF THE CITY ATTORNEY


ORDER DECLARING PARCEL NO. 73-29-1 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT

WHEREAS, Gulf Coast Housing Partnership, Inc. submitted an application to the City of Jackson's Surplus Property Division requesting that Parcel 73-29-1, be declared surplus and conveyed to Gulf Coast Housing Partnership, Inc., to utilize as driveway access to a residential development. and

WHEREAS, the City of Jackson has ownership of Parcel No. 73-29-1 fully described below and having the physical location of 153 W. Cohea Street:

BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W 10 FT N 45 FT TO POB IN LOTS 15 & 16 COHEA SY N J

and

WHEREAS, on January 11, 2022, the Department of Planning and Development, Surplus Property Committee, voted to declare the above-referenced parcel surplus property and to dispose of the property pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, no City department expressed a municipal need for the property; and

WHEREAS, the Surplus Property Committee recommends that the governing authorities declare the property surplus and authorize its disposal to Gulf Coast Housing Partnership, Inc., pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended.

IT IS, THEREFORE, ORDERED that Parcel No. 73-29-1 fully described below and having the physical location of 153 W. Cohea Street:

BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W 10 FT N 45 FT TO POB IN LOTS 15 & 16 COHEA SY N J

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the disposition of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property for driveway access to an affordable residential facility will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a quitclaim deed, with a right of reverter, deeding the property to Gulf Coast Housing Partnership, Inc. for driveway access to a residential development.

IT IS FURTHER ORDERED that this conveyance is subject to any and all easements and rights-of-way, restrictions of record concerning subject property.

IT IS FURTHER ORDERED that the City retains any and all mineral rights, as well as the right of ingress and egress to remove same.

Agenda Item No. 18
Agenda Date: February 1, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/19/22
DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	Parcel 73-29-1 (Cohea Street) Purpose is to dispose surplus property by the bid method							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development							
3.	Who will be affected	Surrounding residents and businesses of Jackson.							
4.	Benefits	Property will be put back on the Tax Rolls.							
5.	Schedule (beginning date)	N/A							
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7 No N/A							
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Planning and Development Surplus Property Committee							
8.	COST								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	217-404.90-08002-901-6419							
10.	EBO participation	ABE	_____ %	WAIVER	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	___	no	___	N/A	<u>X</u>

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
Date: January 19, 2022
Subject: Agenda Item – Disposition of Surplus property via the donation method (parcel 73-29-1)

The Surplus Property Committee has considered this property, and after having made it known that the property was available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes declaration of Parcel 73-29-1 as surplus property and the subsequent disposal, via the bid method, to Gulf Coast Housing Partnership, Inc.

Landroll Detail

<p>Parcel Number 73-29-1</p> <p>Subdivision No. 374</p>	<p>Map Reference Number 656.00 1 182.00</p> <p style="text-align: right;"> View Map Property Taxes Gis Map </p> <p>Homestead Exemption Account Numbers</p>																																
<p>Assessed Owner CITY OF JACKSON P O BOX 17 JACKSON MS 39205</p> <p>Location 153 W COHEA ST 55</p> <p>Legal Description BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W 10 FT N 45 FT TO POB IN LOTS 15 & 16 COHEA SY N J</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;">Assessed Values</td> </tr> <tr> <td style="width: 80%;">Land Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvement Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="2" style="text-align: right;">Appraised Values</td> </tr> <tr> <td>Land Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvement Value</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">0</td> </tr> <tr> <td colspan="2" style="text-align: right;">Building Info.</td> </tr> <tr> <td>Type</td> <td style="text-align: right;">RES</td> </tr> <tr> <td>Base Area</td> <td style="text-align: right;">816</td> </tr> <tr> <td>Adjusted Area</td> <td style="text-align: right;">881</td> </tr> <tr> <td>Year Built</td> <td style="text-align: right;">1940</td> </tr> <tr> <td colspan="2" style="text-align: right;">Deed Info.</td> </tr> <tr> <td>Book & Page</td> <td style="text-align: right;">7104-2032</td> </tr> <tr> <td>Date</td> <td style="text-align: right;">02/10/2010</td> </tr> </table>	Assessed Values		Land Value	0	Improvement Value	0	Total	0	Appraised Values		Land Value	0	Improvement Value	0	Total	0	Building Info.		Type	RES	Base Area	816	Adjusted Area	881	Year Built	1940	Deed Info.		Book & Page	7104-2032	Date	02/10/2010
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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE WARRANTY DEED AND RELATED DOCUMENTS TRANSFERRING PROPERTY TO MMC MATERIALS, INC. F/K/A MISSISSIPPI MATERIALS COMPANY IN ACCORDANCE WITH THE TERMS OF THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI MATERIALS COMPANY EXECUTED ON MAY 1, 1981, AND RECORDED IN BOOK 2818, PAGE 664 ET AL. OF THE LANDS RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI (WARD 5)

OFFICE OF THE CITY ATTORNEY
C. Martin

WHEREAS, the City of Jackson (the "City") entered into that certain Lease Agreement with MMC Materials, Inc. f/k/a Mississippi Materials Company, dated as of May 1, 1981 and recorded at Book 2818, Page 664 et al. of the land records of the Chancery Clerk of Hinds County, Mississippi (the "Agreement"); and

WHEREAS, the City issued bonds in the principal amount of Three Hundred Twenty Thousand Dollars (\$320,000.00) in connection with the execution of the Agreement; and

WHEREAS, on January 11, 2022, the City received information that the bonds issued in connection with the execution of the Agreement have been redeemed; and

WHEREAS, Mississippi Materials Company has formally notified the City that it is exercising its option to purchase the Project (as that term is defined in the Agreement) for the sum of \$100.00 pursuant to Section 11 of the Agreement; and

WHEREAS, the legal description of the property is as follows:

Lots 1, 2, 3, 4 and 5, Block "A", Battle Hill Subdivision, according to the plat on file in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 2 at Page 64 and being more particularly described by metes and bounds as follows:

Begin at the intersection of the southerly right-of-way of Mercer Street with the westerly right-of-way of Green Avenue (as said streets are now laid out and in use, March, 1981); run thence South 35 degrees 32 minutes 20 seconds West and along the said westerly right-of-way of Green Avenue for a distance of 267.06 feet to the southernmost corner of the aforementioned Lot 5; thence leaving the said westerly right-of-way of Green Avenue, run North 54 degrees 29 minutes 40 seconds West and along the southerly line of said Lot 5 for a distance of 194.47 feet to the westernmost corner of said Lot 5, said point also being on the easterly line of a 15.0 foot alley; thence leaving the said southerly line of said Lot 5, run North 31 degrees 42 minutes East and along the said easterly line of said 15.0 foot alley for a distance of 315.28 feet to the aforementioned southerly right-of-way of Mercer Street; thence leaving the said easterly line of said 15.0 foot alley, run South 42 degrees 03 minutes 40 seconds East and along the said southerly right-of-way of Mercer Street for a distance of 220.73 feet to the POINT OF BEGINNING.

and

WHEREAS, upon receipt and review of the relative documents, the Office of the City Attorney is recommending that the Mayor be authorized to execute the warranty deed and related documents transferring the property to Mississippi Material Company pursuant to the Agreement between the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the warranty deed and related documents transferring the property to MMC Materials, Inc. f/k/a Mississippi Material Company in accordance with the Lease Agreement executed on May 1, 1981 and recorded in Book 2818, Page 664 et al. of the Lands Records of the Chancery Clerk of Hinds County, Mississippi.

Agenda Item No. 19
Agenda Date: February 1, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 1/18/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE WARRANTY DEED AND RELATED DOCUMENTS TRANSFERRING PROPERTY TO MMC MATERIALS, INC. F/K/A MISSISSIPPI MATERIALS COMPANY IN ACCORDANCE WITH THE LEASE AGREEMENT WITH MISSISSIPPI MATERIALS COMPANY EXECUTED ON MAY 1, 1981, AND RECORDED IN BOOK 2818, PAGE 664 ET AL. OF THE LANDS RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI (WARD 5)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Economic Development
3.	Who will be affected	City of Jackson
4.	Benefits	City of Jackson
5.	Schedule (beginning date)	Upon execution of Warranty Deed
6.	Location:	Green Street
7.	Action implemented by: City Department	Office of the City Attorney
8.	COST	\$0
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	n/a
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABE ___% WAIVER yes ___ no ___ N/A ___X___ WBE ___% WAIVER yes ___ no ___ N/A ___X___ HBE ___% WAIVER yes ___ no ___ N/A ___X___ NABE ___% WAIVER yes ___ no ___ N/A ___X___

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 WARRANTY DEED AND RELATED DOCUMENTS TRANSFERRING PROPERTY TO MMC MATERIALS, INC. F/K/A MISSISSIPPI MATERIALS COMPANY IN ACCORDANCE WITH THE TERMS OF THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON AND MISSISSIPPI MATERIALS COMPANY EXECUTED ON MAY 1, 1981, AND RECORDED IN BOOK 2818, PAGE 664 ET AL. OF THE LANDS RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI (WARD 5) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*




DATE:



OFFICE OF THE CITY ATTORNEY



January 11, 2022

Catoria Martin
City Attorney
City of Jackson, Mississippi
P.O. Box 2779
Jackson, Mississippi 39207

Dear Ms. Martin:

Reference is made to that certain Lease Agreement by and between MMC Materials, Inc. f/k/a Mississippi Materials Company ("MMC") and the City of Jackson, Mississippi (the "City"), dated as of May 1, 1981 and recorded at Book 2818, Page 666 of the land records of the Chancery Clerk of Hinds County, Mississippi (the "Agreement"). The Agreement was executed in connection with the issuance of certain bonds by the City as more fully explained in the Agreement.

As the subject bonds have now been redeemed, MMC hereby exercises its right to purchase the Project (as that term is defined in the Agreement) from the City pursuant to the terms set forth in Section 11 of the Agreement. Please accept this letter as MMC's formal notice of such exercise.

Very truly yours,

MMC MATERIALS, INC.

By: 
Name: Shane Huff
Title: Chief Financial Officer

Chandra C. Gayten

Subject: MMC/City of Jackson 1981 bond

From: Mike King <MKing@trustmark.com>
Sent: Tuesday, January 11, 2022 9:36:17 AM
To: Neill Bryant <nbryant@watkinseager.com>
Subject: FW: MMC/City of Jackson 1981 bond

This took a little longer than I had hoped.....see below. We can discuss at your convenience.

Mike.

From: Elizabeth Namanny <ENamanny@trustmark.com>
Sent: Tuesday, January 11, 2022 9:07 AM
To: Mike King <MKing@trustmark.com>
Subject: RE: MMC/City of Jackson 1981 bond

We have confirmed that this bond issue was not listed on the prior software system – Sunstar which was in effect until 2013. As such, we have been unable to identify this bond issue as being anything other than fully satisfied.

Elizabeth W. Namanny
Wealth Management Finance & Risk Officer
First Vice President
Trustmark Wealth Management
248 East Capitol St., Suite 1030
Jackson, MS 39201
enamanny@trustmark.com
(Tel) [601.208.2406](tel:601.208.2406)
(Fax) [601.208.2885](tel:601.208.2885)

From: Mike King <MKing@trustmark.com>
Sent: Monday, January 10, 2022 2:49 PM
To: Elizabeth Namanny <ENamanny@trustmark.com>
Subject: RE: MMC/City of Jackson 1981 bond

Thanks !!!

From: Elizabeth Namanny <ENamanny@trustmark.com>
Sent: Monday, January 10, 2022 2:48 PM
To: Mike King <MKing@trustmark.com>
Subject: Re: MMC/City of Jackson 1981 bond

Not yet. I should hear back from Freda today. I'll follow up.

Get [Outlook for iOS](#)

From: Mike King <MKing@trustmark.com>
Sent: Monday, January 10, 2022 2:38:05 PM
To: Elizabeth Namanny <ENamanny@trustmark.com>
Subject: FW: MMC/City of Jackson 1981 bond

Any luck ?

From: Neill Bryant <nbryant@watkinseager.com>
Sent: Friday, January 7, 2022 9:17 AM
To: Mike King <MKing@trustmark.com>
Subject: MMC/City of Jackson 1981 bond

Mike – This is the lease we discussed related the bond with MMC and the City of Jackson. MMC has the property under contract to be sold, but we need to get it deeded back from the City. The city attorney's office is asking for proof that the bond was fully redeemed. Whatever y'all can find will be helpful. I'd also like a copy of the indenture between FNB and the City that was part of this. Thanks!

R. Neill Bryant

WATKINS & EAGER PLLC

The Emporium Building
400 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601-965-1900 | Facsimile: 601-965-1901
Direct Dial: 601-965-1870 | nbryant@watkinseager.com
www.watkinseager.com

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City of Jackson Ward Map 2016



ling plan

Map data © OpenStreetMap

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CITY OF JACKSON, MISSISSIPPI

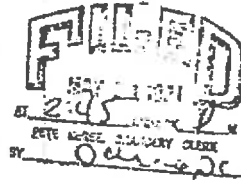
AND

173250

MISSISSIPPI MATERIALS COMPANY

LEASE AGREEMENT

Dated as of May 1, 1981



Industrial Development Revenue Bonds
Series 1981
(Mississippi Materials Company Project)

LEASE AGREEMENT

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(This Table of Contents is not a part of the Lease Agreement and is only for convenience of reference.)

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of May 1, 1981, by and between the City of Jackson, Mississippi (the "Issuer"), a body politic and corporate duly organized and existing under the Constitution and laws of the State of Mississippi, acting by and through its City Council, the governing body of the Issuer, and Mississippi Materials Company, a corporation organized and existing under the laws of the State of Mississippi (the "Company");

W I T N E S S E T H:

WHEREAS, the Company desires to expand an industrial project of the nature hereinafter described and, in order to induce the Issuer to issue the bonds hereinafter described to finance the acquisition of such project for lease to the Company, the Company is willing to undertake the obligations hereinafter set forth;

WHEREAS, the Issuer desires that the Company expand such project of the nature and at the location hereinafter described to promote the industrial development of the Issuer, to provide additional gainful employment and to promote the general welfare of the citizens thereof; the Issuer is therefore willing to undertake the obligations hereinafter set forth to induce the Company to expand said project;

WHEREAS, pursuant to a request of the Issuer, the Mississippi Board of Economic Development on March 19, 1981, issued its Certificate of Public Convenience and Necessity Number 459R authorizing the Issuer to issue industrial revenue bonds in the principal amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000);

WHEREAS, the Company has requested that the Issuer issue such bonds in the principal amount of Three Hundred Twenty Thousand Dollars (\$320,000);

WHEREAS, Dunn Investment Company (the "Guarantor"), a Delaware corporation, as an inducement to the Issuer to enter this Lease with the Company, which is a wholly owned subsidiary of the Guarantor, has agreed to guarantee unconditionally the payment of principal of, premium, if any, and interest on the aforesaid bonds; and

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein expressed and the mutual benefit to be realized by the parties pursuant hereto, the Issuer and the Company agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. All words and phrases defined in Section 1.1 of the Indenture shall have the same meaning in this Lease. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Acquisition" when used in connection with the Project, shall mean the acquisition, construction and installation of the Project.

"Acquisition Fund" means the fund created by Section 6.1 of the Indenture.

"Act" means Chapter 147, General Laws of Mississippi, Regular Session 1960, as amended, appearing as Title 57, Chapter 3 of the Mississippi Code of 1972.

"Additional Bonds" means the Bonds of the Issuer issued pursuant to Section 2.10 of the Indenture.

"Basic Rent" shall mean the amounts payable pursuant to Section 5.3(a) by the Company for the account of the Issuer to provide for the payment of the principal of, premium, if any, and interest on the Bonds.

"Board" means the Mississippi Board of Economic Development or any successor agency of the State as shall have jurisdiction over the issuance of municipal industrial development bonds in the State.

"Bondholder" or "Holder" or "Owner of the Bonds" means the bearer of any Bond not registered as to principal or registered to bearer and the registered owner of any Bond registered as to principal unless registered to bearer.

"Bond Fund" means the fund created by Section 5.2 of the Indenture.

"Bonds" means the Series 1981 Bonds and any Additional Bonds issued by the Issuer pursuant to the Indenture.

"Building" means those certain buildings, improvements and all other facilities described in the Plans and forming a part of the Project and not constituting part of the Leased Equipment which are required by Section 4.1 to be constructed on the Site, as they may at any time exist.

"Clerk" means the Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means (i) Mississippi Materials Company, a Mississippi corporation, (ii) any successors and assigns of said Company, and (iii) any surviving, resulting or transferee corporation as provided in Section 8.4.

"Company Representative" means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Company by the President or any Vice President of the Company.

"Completion Certificate" means the certificate of completion required by Section 4.4.

"Completion Date" means the date of completion of Acquisition of the Project as that date shall be certified as provided in Section 4.4(a).

"Cost of the Project" with respect to the Project shall be deemed to include those items included in the costs of a project as described in the Act, including, but not limited to:

(a) The cost of the Site, any expense of site preparation and any chemical, mechanical or other test required by any governmental agency or deemed advisable by the Company with respect to the Project;

(b) All amounts paid by the Company in discharge of its obligations under this Lease to cause the Project to be designed, engineered and constructed substantially in accordance with the Plans, including all amounts paid under all construction, engineering, architectural or other contracts relating to the Project and including all amounts paid by the Company for

extras, changes or additions made in accordance with the provisions of this Lease;

(c) All amounts necessary to reimburse the Company for any work performed, materials purchased or expenditures made by the Company pertaining to or in connection with the Acquisition of the Building and Leased Equipment, including without limitation charges of any architects or engineers retained by the Company to prepare plans, specifications and drawings for the Building, the cost of architectural or other supervisory personnel in connection with the Acquisition of the Building and the Leased Equipment, and the charges of any surveyors or engineers employed to make plans, or conduct tests or analyses, with respect to the Site;

(d) All costs and expenses incurred by the Issuer or the Company under Section 4.1;

(e) Any cost or expense, not otherwise provided for herein, incurred by the Issuer or the Company under and pursuant to the provisions of Article IV pertaining to the Acquisition of the Project;

(f) The cost of any payment or performance bonds, and the cost of any insurance procured in connection with the Acquisition of the Building and the Leased Equipment;

(g) All expenses in connection with the authorization, sale and issuance of the Bonds;

(h) Legal fees to be paid to the State's Bond Attorney, to legal counsel for the Issuer and, if any, for any original purchasers of the Bonds, and to bond counsel for all legal services rendered in connection with the issuance of the Bonds and for other legal services in connection with the Project;

(i) Interest to accrue on the Series 1981 Bonds to the Completion Date;

(j) Such other additional fees, costs, expenses and expenditures of whatever nature, incidental or pertaining to the Project, including Trustee's fees and expenses and paying agent's fees and title insurance fees and expenses, as may reasonably be construed to be part of the cost of the Project.

"Default" or "event of default" shall mean any one or more of the events or circumstances set forth in Section 10.1.

"Governing Body" means the City Council of the Issuer.

"Guarantor" means Dunn Investment Company, a Delaware corporation, and its successors and assigns, the Guarantor under the Guaranty.

"Guaranty" means the Guaranty Agreement of the Guarantor of even date herewith and any amendments and supplements thereto whereby the Guarantor guaranteed to the Trustee payment of the principal of, premium, if any, and interest on the Bonds.

"Indenture" means the Trust Indenture between the Issuer and the Trustee of even date herewith and any indenture supplemental thereto pursuant to which the Bonds are authorized to be issued.

"Independent Engineer" means a professional engineer or engineering firm or professional architect or architectural firm qualified to practice the profession of engineering or architecture under the laws of the State and who or which is not a full time employee of either the Company or the Issuer chosen by the Company and acceptable to the Issuer and the Trustee.

"Issuer" means the City of Jackson, Mississippi, a body corporate and politic created under the Constitution and laws of the State.

"Lease" means this Lease Agreement and any amendments and supplements hereto.

"Lease Term" means the duration of the leasehold estate created in this Lease as specified in Section 5.2.

"Leased Equipment" means those items of machinery, equipment and other property required herein to be acquired and installed in the Building or elsewhere on the Site with proceeds from the sale of the Bonds or the proceeds of any payment by the Company pursuant to Section 4.6 (which property is generally described in Exhibit B attached hereto) and any item of machinery, equipment and other property acquired and installed in the Building or elsewhere on the Site in substitution therefor pursuant to Sections 6.8, 7.1 and 7.2. Leased Equipment shall not include any machinery and equipment removed from the Project pursuant to Sections 6.8, 6.9, 7.1 and 7.2, or the Company's own machinery and equipment installed under Section 6.10.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all expenses (including attorney's fees and any Extraordinary Expense, as defined in the Indenture, of the Trustee) incurred in the collection thereof.

"Permitted Encumbrances" means as of any particular time:

(a) Any liens, charges, encumbrances and restrictions which may be created or exist by reason of this Lease, the Indenture and any security interest provided for therein.

(b) Liens, charges and encumbrances for taxes or assessments or other governmental charges or levies not then delinquent.

(c) Utility, access, and other easements and rights-of-way, mineral rights, restrictions, reservations and exceptions as will not, in the opinion of counsel acceptable to the Issuer, the Company and the Trustee materially interfere with or impair the operation of the Project for the purpose for which it was acquired or is held by the Issuer and leased to the Company.

(d) Any mechanic's, laborer's, materialmen's, supplier's or vendor's lien for work or services performed or materials furnished in connection with the Project which are not yet due and payable.

(e) Such minor defects, irregularities, and encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Project and as do not, in the opinion of counsel acceptable to the Issuer, the Company and the Trustee, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer or materially reduce its value.

(f) Any taxes, liens and encumbrances being contested as provided in Sections 6.2 and 6.3.

(g) Building and use restrictions of record which, as stated in the opinion of counsel acceptable to the Issuer, the Company and the Trustee, do not in the aggregate materially detract from the value of the Project and will not materially interfere with or impair the operation of the Project for the purpose for which it was acquired or is held by the Issuer and leased to the Company.

"Person" means any natural person, firm, association, corporation or public body.

"Plans" refers to the plans and specifications for the Project prepared by an Independent Engineer.

"Project" means the Site, the Building and the Leased Equipment as they may at any time exist.

"Series 1981 Bonds" means the Bonds issued by Issuer pursuant to Section 2.2 of the Indenture.

"Site" means the real estate and land appurtenances situated in the City of Jackson, Mississippi (which real property is described in Exhibit A attached hereto), less and except any portion or portions thereof purchased by the Company pursuant to Section 11.7.

"State" means the State of Mississippi.

"Trustee" means First National Bank of Jackson, Jackson, Mississippi, and/or co-trustee or successor trustee at any time serving under the Indenture.

"UCC" means the Uniform Commercial Code of the State.

SECTION 1.2. Rules of Construction. (a) "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words and phrases refer to the Lease and not solely to the particular portion thereof in which any such word is used.

(b) The definitions set forth in Section 1.1 include both singular and plural.

(c) Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

(d) Any percentage of Bonds specified herein for any purpose is to be figured on the unpaid principal amount thereof then outstanding.

(e) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) The Table of Contents, captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of Sections of this Lease.

(g) All references of this Lease to particular Articles or Sections shall be references to Articles or Sections of this Lease unless some other reference is established.

(h) Any inconsistency between the provisions of this Lease and the provisions of the Indenture shall be resolved in favor of the provisions of the Indenture.

ARTICLE II

REPRESENTATIONS

SECTION 2.1. Representations of Issuer. The Issuer represents and warrants that:

(a) The Issuer is a "municipality" within the meaning of the Act and is authorized by the Act to own and lease the Project and to enter into this Lease and the transactions contemplated herein and to carry out its obligations hereunder, has been duly authorized by the Governing Body to execute and deliver this Lease, and will do or cause to be done all things necessary to preserve and keep this Lease in full force and effect.

(b) The Issuer will provide funds from the proceeds of the Series 1981 Bonds for the Acquisition of the Project as herein provided and has by this Lease leased the Project to the Company.

SECTION 2.2. Representations of Company. The Company represents and warrants that:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Mississippi, is duly qualified to do business as a foreign corporation and is in good standing under the laws of the State, is not in violation of any provision of its Certificate of Incorporation, its Bylaws or the laws of the State of Mississippi, has full corporate power and authority to enter into this Lease and by proper corporate action has duly authorized the execution and delivery of this Lease.

(b) The financing of the Project from the proceeds of the Series 1981 Bonds will induce the Company to expand an industrial enterprise in the State in furtherance of the purposes of the Act.

(c) The Company presently intends to operate or cause the Project to be operated as an enterprise as

authorized by the Act from the commencement of operation until the termination of this Lease as provided herein.

(d) The Project is located entirely within the corporate boundaries of the City of Jackson, Mississippi.

(e) The Project constitutes and will constitute either land or property of a character subject to the allowance for depreciation under Section 167 of the Code. All amounts to be paid or incurred with respect to the Project are, for Federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Company (for example under Section 266 of the Code), or but for a proper election by the Company to deduct such amounts.

(f) Substantially all of the proceeds of the Series 1981 Bonds will be used for the Acquisition of land or property of a character subject to the allowance for depreciation under Section 167 of the Code. No part of the proceeds are to be used by the Company, directly or indirectly, as working capital or to finance inventory, except as otherwise provided herein.

(g) The commencement of the Acquisition of the Project, and each of the components thereof, occurred subsequent to March 17, 1981.

SECTION 2.3. Covenants and Representations of Company Regarding Capital Expenditures. The Issuer is issuing the Series 1981 Bonds pursuant to an election made by it under Section 103(b)(6)(D) of the Code. It is the intention of the parties hereto that the interest on the Bonds remain exempt from Federal income taxation and to that end the Company covenants and represents as follows:

(a) That except for the \$900,000 principal amount of Industrial Development Revenue Bonds of the City of Jackson, Mississippi, Series 1979, dated January-1, 1979 (Dunn Construction Company, Inc. Project), outstanding in the principal amount of \$750,000, there have not been issued on or after May 1, 1968 any obligations which would be taken into account in determining the aggregate face amount of the Series 1981 Bonds as provided in Section 103(b)(6)(B) of the Code.

(b) That the aggregate principal amount of \$320,000 of Series 1981 Bonds being issued, the \$750,000 outstanding principal amount of Bonds referred to in Section 2.3(a), and capital expenditures heretofore or hereafter made

(other than those mentioned in Section 103(b)(6)(F) of the Code) with respect to "facilities" described in Section 103(b)(6)(E) of the Code within the City of Jackson, Mississippi have not and will not exceed \$10,000,000 (or any such larger amount as may be hereafter permitted by law) during the six-year period beginning three years before the date of issuance of the Series 1981 Bonds.

(c) That notwithstanding any provision of this Lease or the rights of the Company hereunder, the Company will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Bonds from Federal income taxation, and that it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

ARTICLE VII

ISSUANCE OF BONDS

SECTION 3.1. Agreement to Issue Series 1981 Bonds
Application of Proceeds In order to provide funds for payment of the Costs of the Project, the Issuer will sell, issue and deliver to the purchasers thereof the Series 1981 Bonds and deposit the proceeds with the Trustee for application as provided in Article VI of the Indenture.

SECTION 3.2. Issuance of Additional Bonds. Issuer shall, at the request of the Company and with the written consent of the Holders of all Bonds then outstanding, authorize the issuance of Additional Bonds upon the terms and conditions provided herein and in Section 2.10 of the Indenture. If Additional Bonds are issued, the proceeds thereof shall be used to provide funds to pay any one or more of the following:

(a) the costs of completing the Project (including payment of costs referred to in Section 4.3);

(b) the costs of making at any time or from time to time such substitutions, additions, modifications and improvements in, on, or to the Project as the Company may deem necessary or desirable;

(c) the costs of the issuance and sale of the Additional Bonds and interest as permitted by the Act and other costs reasonably related to the financing as shall be agreed upon by the Company and the Issuer;

(d) the costs of acquiring land adjacent to the Site as the Company may deem necessary or desirable;

(e) the costs of acquiring and installing additional machinery and equipment as the Company may deem necessary or desirable and if such machinery and equipment will be located on the Site or on the aforesaid land adjacent to the Site; and

(f) the principal of, premium, if any, and interest on any series of Bonds to be refunded with the proceeds of Additional Bonds.

All of the aforesaid expenditures shall be for projects consistent with the purposes of the Act.

If the Company is not in default hereunder, the Issuer will, on request of the Company, from time to time, use its best efforts to issue Additional Bonds in principal amounts as requested by the Company; provided that:

(x) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company;

(y) the Company and the Issuer shall have entered into an amendment to this Lease to provide that, for all purposes of this Lease,

(i) the Project shall include the facilities being financed by the Additional Bonds,

(ii) the Bonds shall mean and include the Additional Bonds being issued as well as the Series 1981 Bonds and any Additional Bonds theretofore issued,

(iii) the rental to be paid by the Company to the Issuer for deposit with the Trustee shall be increased in an amount as shall be necessary to pay the principal of, premium, if any, and interest on the Additional Bonds as provided to be paid in the supplemental indenture with respect to the Additional Bonds required by Section 2.10 of the Indenture, and

(iv) the Lease Term shall be extended if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the Lease Term and the Issuer shall have otherwise complied with the provisions of Section 2.10 of the Indenture with respect to the issuance of such Additional Bonds; and

(z) the Issuer shall have received a Certificate of Public Convenience and Necessity from the Board.

ARTICLE IV

ACQUISITION OF PROJECT;
DISBURSEMENT OF BOND PROCEEDS

SECTION 4.1. Plans: Construction of Project.

At or prior to delivery of the Series 1981 Bonds the Company shall submit the Plans to the Issuer and the Trustee. Any material changes, alterations, extras or additions to the Plans shall be filed with the Issuer and the Trustee.

The Company shall construct or cause to be constructed the Building in accordance with the Plans on the Site and to install or cause to be installed the Leased Equipment. The Company shall obtain all approvals requisite to the construction and installation of the Project, and shall construct and install the Project in compliance with all Federal, State and local laws, ordinances and regulations. Upon completion of the Acquisition of the Project, the Company will furnish to the Issuer copies of all required permits and authorizations, if any, authorizing the occupancy and uses of the Project for the purposes contemplated by the Company. The Company will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work, and the Issuer agrees that the Company may, from time to time, in its own name, or in the name of the Issuer, take such action as may be necessary or advisable, as determined by the Company, to assure that the construction of the Building and the installation of the Leased Equipment will proceed in an efficient and workmanlike manner. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the foregoing (a) if Company has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Company or (b) if Company has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid into the Acquisition Fund unless recovered after delivery of the Completion Certificate and full disposition of the Acquisition Fund in accordance with Section 4.5, in which case they shall be paid into the Bond Fund.

The Company shall acquire, construct and install the Project with all reasonable dispatch and shall use its best efforts to cause the Acquisition to be completed by September 1

1, 1981, or as soon thereafter as may be practicable, delays caused by force majeure (as defined in Section 10.1) only excepted; but if for any reason such Acquisition is not completed by said date there shall be no resulting liability on the part of the Company, and the Company shall be required to continue to make the rental payments specified in 5.3 as and when required without abatement, diminution or postponement.

SECTION 4.2. Acquisition of Project by Issuer. Simultaneously with the delivery of the Series 1981 Bonds, the Company shall by warranty deed convey the Site and that portion of the Building which has been constructed to the Issuer. The Issuer shall, in accordance with Section 4.3, purchase the Site and Building together with all appurtenances and improvements thereon for the amount theretofore paid or incurred by the Company for acquisition and construction thereof, subject only to Permitted Encumbrances.

When one or more items of Leased Equipment have been acquired and such items have been delivered or installed on the Site the Issuer shall, as requested by the Company and as provided in Section 4.3, purchase such Leased Equipment from the Company for the amount expended by the Company for said Leased Equipment, which Leased Equipment shall be free and clear of all security interests, liens and encumbrances. At the time of requisition for payment from the proceeds of the Series 1981 Bonds for any item of Leased Equipment, the Company shall deliver to the Issuer an executed counterpart of a bill of sale conveying to the Issuer the items of Leased Equipment for which payment is sought.

The Issuer shall not be obligated to purchase the Project or any part thereof with funds from any source other than the proceeds of the sale of the Series 1981 Bonds.

SECTION 4.3. Payment for Project. Payments of Costs of the Project by the Trustee, including Costs of the Project expended as of the time of delivery of the Series 1981 Bonds, shall be made from time to time by the Trustee out of the Acquisition Fund to the Company upon presentation to the Trustee (with copies to be furnished to Issuer) of:

- (a) A requisition signed by a Company Representative certifying (i) that the amounts to be paid from the Acquisition Fund have been paid by the Company in the amount specified therein, (ii) that no certificate with respect to such amount has previously been delivered to the Trustee, (iii) that the amount requested by such requisition has been properly expended for Costs of the Project in accordance with the Plans, (iv) that the Company has no notice

of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 5.3) which should be satisfied or discharged before payment of such obligation is made, (v) that no default has occurred and is continuing under this Lease, the Indenture or the Guaranty and no event which, with the lapse of time or notice and lapse of time, would become such an event of default shall have occurred and be continuing and (vi) that the Company has no knowledge of any fact which might prevent the performance by the Company of its obligations under the Lease. Attached to such requisition shall be copies of invoices or statements from a contractor, vendor or other payee or other document acceptable to the Trustee for Costs of the Project. If any contract provides for retention by the Company of a portion of the contract price, there shall be paid from the Acquisition Fund only the net amount remaining after deduction of any such portion, until such retainage becomes due in accordance with the terms of such contract.

(b) If payment is for Leased Equipment, a bill of sale as provided by Section 4.2.

(c) If payment is for the Site or any portion of the Building, an endorsement without any new exceptions (except Permitted Encumbrances) of the title insurance company issuing the mortgagee title insurance policy referred to in Section 5.1 that as of the date of the disbursement being requisitioned for such title insurance coverage has been increased to an amount equal to the total funds disbursed for the Site and the improvements located thereon.

No requisition shall be paid for construction costs in excess of the cost of work acceptably completed.

Moneys in the Acquisition Fund, except as otherwise provided herein and in the Indenture, shall be used solely for making disbursements to the Company in payment of the Costs of the Project as provided in this Article.

SECTION 4.4. Completion of Project. The completion of the Project shall be evidenced to the Trustee and the Issuer by the following:

(a) A certificate of completion (the "Completion Certificate") signed by a Company Representative to the effect that, except for amounts retained by the Trustee for the payment of

Costs of the Project not then due and payable, which shall be retained with the consent of the Company not to exceed sixty (60) days as provided in Section 4.5,

(i) the Project has been acquired, constructed and installed and completed as of a certain date to the Company's satisfaction and in accordance with the Plans, and is suitable and sufficient for its purposes,

(ii) all costs and expenses incurred in the Acquisition of the Project have been paid, or provision satisfactory to the Trustee has been made for the payment thereof, and

(iii) all other costs and expenses to be paid from the Acquisition Fund have been paid.

The Completion Certificate shall specify the date as of which Acquisition of the Project was completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the Company may have against third parties which may exist at the date of such certificate or which may subsequently come into being.

(b) A certificate of a certified public accountant selected by the Company and acceptable to the Issuer verifying the cost of the Project to the Company.

(c) A requisition delivered by the Company in the form specified in Section 4.3(a) requesting payment for the costs actually paid in the Acquisition of the Project and not theretofore requested by the requisitions previously submitted to the Trustee.

Upon receipt of the items specified in (a), (b) and (c) of this Section and in Section 4.3, the Trustee shall pay to the Company the amount requested in the requisition, including any retainage withheld pursuant to Section 4.3(a).

SECTION 4.5. Disposition of Surplus Funds. As soon as practicable and in any event within sixty (60) days from the date of delivery of the items referred to in Section 4.4, any balance remaining in the Acquisition Fund shall, at the direction of the Company, be (a) deposited in the Bond Fund and credited against the rental obligation of the Company, or (b) deposited in escrow with the Trustee in a special trust account for redemption of the outstanding Series 1981 Bonds at the earliest possible redemption date as provided in the Indenture or for payment of the outstanding Series 1981 Bonds at maturity, or (c) used for such other purposes as, in the opinion of

nationally recognized municipal bond counsel, will not cause the interest on the Series 1981 Bonds or any thereof to become subject to Federal income tax then in effect, or any combination of the foregoing. The amount placed in escrow may be invested as permitted by this Lease and the Indenture but may not be invested, without an opinion of nationally recognized municipal bond counsel to the effect that such investment will not adversely affect the exclusion from Federal income taxes of interest on any of the Series 1981 Bonds, to produce a yield (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Series 1981 Bonds, all in accordance with Section 103(c) of the Code and the regulations promulgated thereunder. Earnings on such investment shall be deposited in the escrow fund. If the Company shall not have given instructions to the Trustee within such sixty (60) day period, then the Trustee shall, without further authorization, deposit such balance in the Bond Fund with advice to the Issuer and the Company of such action. In no event shall the amount so deposited in the Bond Fund exceed eight percent (8%) of the proceeds (excluding accrued interest) received by the Issuer from sale of the Series 1981 Bonds. The Company and the Issuer agree to cooperate with the Trustee and take all required action necessary to redeem the Series 1981 Bonds or to accomplish any other purpose contemplated by this Section.

SECTION 4.6. Insufficient Bond Proceeds. If the moneys in the Acquisition Fund are not sufficient to fully pay the complete cost of the Project, the Company will nonetheless complete the Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Project substantially in accordance with the Plans and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition Fund and which, under the provisions of this Lease, will be available for payment of the Costs of the Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Acquisition Fund the Company pays any portion of the Costs of the Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Bondholders, nor shall it be entitled to any abatement, diminution or postponement of the rents payable hereunder.

SECTION 4.7. Investment of Funds. Moneys held for the credit of the Acquisition Fund or the Bond Fund or any other fund or account established pursuant to this Lease or the Indenture, including, but not limited to, the special trust accounts created pursuant to Sections 7.1 and 7.2 and not required for immediate disbursement shall, upon direction of a

Company Representative, be invested or reinvested in any one or more of the following:

- (a) Bonds or other obligations of the United States;
- (b) Bonds or other obligations, the payment of the principal and interest of which is unconditionally guaranteed by the United States;
- (c) Direct obligations issued by the United States or obligations guaranteed in full as to principal and interest by the United States, maturing or subject to a repurchase agreement with a qualified state depository bank maturing on or before the date when such funds will be required for disbursement;
- (d) Certificates of deposit issued by a qualified depository of the State as approved by the State Depository Commission, which depository has a capital stock and surplus aggregating at least \$2,500,000;
- (e) Prime commercial paper;
- (f) Bankers' acceptances drawn on and accepted by commercial banks; and
- (g) Such other obligations as may at any time hereafter be authorized by applicable law.

Such investments shall have maturity dates or be subject to redemption by the Holder at the option of the Holder on or prior to the date upon which such funds will be required for disbursement as reflected by a statement of the Company Representative, which statement shall be filed with the Trustee prior to any investment.

SECTION 4.8. No-Arbitrage. Neither the proceeds of the Bonds nor any moneys in the Bond Fund or any other fund established pursuant to the Lease or the Indenture or "treated as proceeds" shall be invested at any time, or from time to time, in a manner which would cause the Bonds to be or become "arbitrage bonds" within the meaning of Section 103(c) of the Code and the applicable regulations thereunder.

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ARTICLE V

LEASE OF PROJECT; RENTAL PROVISIONS

SECTION 5.1. Demise of Project; Warranty of Title. In accordance with the provisions of this Lease, the Issuer agrees to and does hereby lease to the Company, and the Company agrees to, and does hereby lease, take and hire from the Issuer, the Project, including all accretions, easements, rights of way and appurtenances belonging or in anywise appertaining thereto, subject to Permitted Encumbrances.

The Issuer warrants that it has acquired good and marketable title to the Site, free from all encumbrances other than Permitted Encumbrances, and the Company will furnish at the time of delivery of the Bonds an ALTA mortgagee title insurance policy (or binder to issue such policy) in the face amount of not less than \$300,000, which policy shall insure the Indenture as a first mortgage lien on the Site, subject only to Permitted Encumbrances. Such title insurance policy may contain a pending improvements clause providing that the face amount of the policy shall be increased by the Issuer from time to time as construction of the Building progresses.

SECTION 5.2. Term. The initial term of this Lease shall commence on the date of the delivery of the Series 1981 Bonds and shall terminate at midnight on May 1, 1986, unless terminated prior to that date pursuant to other provisions of this Lease; provided, however, that this Lease shall not terminate unless the principal, premium, if any, and interest on the Bonds has been fully paid (or provision for payment thereof has been made in accordance with the Indenture). The Company may renew this Lease pursuant to Section 11.6.

SECTION 5.3. Rental. The Company hereby agrees to pay the following sums as rent for the Project during the Lease Term and any renewal term hereof:

(a) Basic Rent. The Company shall pay to the Trustee in immediately available funds for the account of the Issuer for deposit into the Bond Fund as Basic Rent for the Project a sum equal to the principal of, premium, if any, and/or interest on the Bonds in the amounts, in the manner and at the times required by the Indenture to enable the Issuer to cause timely payment to be made to the Bondholders (whether at maturity or upon redemption or acceleration or otherwise). If at any such payment date the balance in the Bond Fund is insufficient to make the then required payment of principal, premium, if any.

and/or interest, the Company will forthwith pay any such deficiency. The Company's obligation to pay Basic Rent on any such payment date shall be reduced by the amount of any balance in the Bond Fund, to the extent such amount is in excess of the amount required for payment of (i) any Bonds theretofore matured or called for redemption plus (ii) past due interest, in all cases where such Bonds have not been presented for payment. If at any time the amount in the Bond Fund is sufficient to pay in full at the times required the principal of, premium, if any, interest on the Bonds and the Trustee's, any paying agent's or bond registrar's fees in connection with all of the Bonds then remaining unpaid, then no further Basic Rent shall be payable hereunder.

(b) Supplemental Rent. During the term hereof the Company shall pay as Supplemental Rent the Trustee's and any paying agent's or bond registrar's fees and expenses and charges (arising pursuant to the Indenture or otherwise), and all governmental impositions, expenses, liabilities, obligations and other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease (hereinafter referred to as "Supplemental Rent"). Supplemental Rent shall be payable within twenty (20) days after receipt of a statement therefor from the Trustee or other payee and such payment shall be made directly to such payee.

(c) Advance Rent. Payments designated as and representing a prepayment of any rental required to be paid by the Company pursuant to this Lease (hereinafter referred to as "Advance Rent") may be made to the Trustee by the Company at any time for deposit in the Bond Fund. Such payments shall be credited on the rental payments specified and may, at the election of the Company, be used for the redemption or purchase of outstanding Bonds in the manner and to the extent provided in the Indenture. Such payments shall not in any way alter or suspend any obligation of the Company under the terms of this Lease except to the extent that such payments result in a credit against Basic Rent as provided in Subsection (a) above, and the Company shall continue to perform and be responsible for the performance of all the terms and provisions of this Lease, including, without limitation, obligations to maintain and insure the Project at its own expense.

If the Company fails to make any of the payments required in this Section, the amount so in default shall continue as an obligation of the Company until such amount shall have been fully paid, and the Company shall pay the same with interest

thereon at the rate for overdue principal of, premium, if any, and interest on the Bonds as set forth in the Bonds with respect to which payment is in default.

SECTION 5.4. Bond Fund Surplus. If there is at any time a balance in the Bond Fund sufficient to pay, as the same shall become due at maturity or redemption prior to maturity, the following:

(a) The principal amount of the Bonds then outstanding;

(b) The redemption premium, if any, required to be paid if such becomes payable on account of a redemption of any Bonds prior to maturity;

(c) The interest on the Bonds as the same shall accrue to the date of their maturity or to the date of their redemption prior to maturity; and

(d) The fees and expenses of the Trustee, any paying agent and any bond registrar for the Bonds, and all other amounts payable pursuant to the Indenture as the same shall accrue to the date of their maturity or to the date of the redemption of the Bonds prior to maturity.

then any excess moneys in the Bond Fund from whatever source derived shall be paid to the Company as an adjustment of rentals. This Section shall survive the termination or expiration of this Lease for any reason.

SECTION 5.5. Obligation of Company Unconditional. So long as there remains outstanding and unpaid any principal, interest or redemption premium on any Bond, the adequate provision for the payment of which has not been made, the obligation of the Company to pay the rent as provided in Section 5.3 and to make all other payments provided for in this Lease and to maintain the Project in accordance with this Lease and to perform its other obligations under this Lease shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer. During such period, the Company (a) will not suspend or discontinue any such payment, (b) will perform all of its other agreements under this Lease and (c) will not terminate this Lease (other than such termination as is provided for hereunder) for any cause including, without limitation, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of the Project, or the taking by eminent domain of title to or

the rights to temporary use of all or any part of the Project or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Issuer to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Notwithstanding the foregoing, the Company may, at its own cost and expense, in its own name or in the name of the Issuer, prosecute or defend any action or proceedings or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, use and occupancy of the Project and other rights hereunder. Nothing contained herein shall be construed to prevent or restrict the Company from asserting any rights which the Company may have against the Issuer under this Lease or under any provision of law.

SECTION 5.6. Quiet Enjoyment. The Issuer agrees that the Company, upon payment of the rent herein provided for and upon performing and observing the conditions hereof, shall and may peaceably hold and enjoy the Project during the Lease Term and any renewals hereof without any interruptions or disturbance, subject, however, to the terms of this Lease.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

SECTION 6.1. Company's Obligations to Maintain and Repair. The Company agrees that, subject to the provisions of Sections 6.7 and 6.8, during the Lease Term it will keep and maintain the Project in good condition, repair and working order, ordinary wear and tear excepted, at its own cost, and will make or cause to be made from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof.

SECTION 6.2. Taxes and Other Charges; Net Lease. Subject to the provisions of this Lease, the Company agrees to pay as Supplemental Rent pursuant to Section 5.3(b), promptly as and when the same shall become due and payable, each and every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Issuer or the Company is or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of the Issuer or the Company in or under this Lease, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding or use of the Project, or any part

thereof. The Company also agrees to pay and discharge as Supplemental Rent pursuant to Section 5.3(b), promptly as and when the same shall become due and payable, all lawful real estate taxes, personal property taxes, water charges, sewage charges, assessments (including, but not limited to, special assessments for public improvements or benefits for which the Company would otherwise have been liable had it in fact been the owner of the Project) and all other lawful governmental taxes, impositions and charges of every kind and nature, ordinary or extraordinary, general or special, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing, and all applicable interest and penalties thereof, if any, which at any time during the term of this Lease shall be or become due and payable by the Issuer or the Company and which shall be lawfully levied, assessed or imposed:

- (a) Upon or with respect to, or shall be or become liens upon, the Project or any portion thereof or any interest of the Issuer or the Company therein or under this Lease;
- (b) Upon or with respect to the income or profits of the Issuer from the Project or under this Lease;
- (c) Upon or with respect to the possession, operation, management, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof; or
- (d) Upon this transaction or any document to which the Issuer or Company is a party creating or transferring an interest or an estate in the Project;

under or by virtue of any present or future law, statute, ordinance, regulation or other requirement of any governmental authority, whether federal, state, county, city, municipal, school or otherwise, provided that such taxes, impositions, charges and assessments made by the Issuer shall not discriminate against the Company.

It is the intention of the parties hereto that, in so far as the same may be lawfully done, the Issuer shall be free from all costs, expenses and obligations and all such taxes, water charges, sewer charges, assessments and all such other governmental impositions and charges, and this Lease shall be deemed to be a "net lease" and the Company shall pay net the rents and other payments required hereunder.

The Company shall, at its sole cost and expense, procure or cause to be procured any and all necessary permits, licenses and other authorizations required for the lawful and proper

construction, use, occupation, operation and management of the Project and the Issuer will cooperate with the Company in securing such permits, licenses and authorizations. The Company also agrees to pay or cause to be paid all lawful charges for utilities and other services used in connection with the Project. The Company agrees that the Issuer is not required to furnish free of charge to the Company, pursuant to the terms of this Lease, any utilities, facilities, equipment, labor, materials or services of any kind, except as otherwise may be required by law.

The Company may, at its expense and in its name and behalf or in the name and behalf of the Issuer, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit said taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless, in the event and so long as enforcement of any such contested item is not stayed, the Issuer or the Trustee shall notify the Company that, in the opinion of counsel, by nonpayment of any such items (a) the lien and security interest of the Trustee under the Indenture as to any part of the rent and other revenues to be derived from this Lease or any material part of the Project will be materially endangered, or (b) the Project or any material part thereof will be subject to loss or forfeiture, in which event the Company shall promptly pay and cause to be satisfied all such unpaid items. The Issuer shall cooperate fully with the Company in any such contest.

Whenever the imposition of a tax, assessment (regular or special) or governmental charge of any nature requires the approval, consent, petition or waiver of the property owner, the Issuer will not approve, consent, petition or waive in connection therewith without the written approval of the Company.

The Company shall furnish to the Issuer promptly upon reasonable request proof of the payment of any such tax, assessment or other governmental or similar charge or any utility charge which is payable by the Company as set forth above.

Nothing contained in this Section shall be construed to mean that any property, real or personal, included within the Project and owned by the Issuer shall be subject to ad valorem taxation by Hinds County, Mississippi, the Issuer or any other political subdivision of the State.

The Issuer agrees to cooperate in securing any tax exemption to which either it or the Company may be or may become entitled under the laws of the State or the United States and relating to the Project. The Issuer covenants that it will not

take any action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project and that it will take any lawful action, upon the reasonable request of the Company, in order to prevent the levy of ad valorem taxes on the Project. The Issuer and the Company agree to cooperate and use their best efforts to secure and retain all such applicable exemptions from ad valorem taxation.

SECTION 6.3. Liens. Except as provided in Section 8.1 and this Section, the Company will not create or permit the creation of, or suffer to exist, any lien, encumbrance or charge upon the Project or any part thereof, except Permitted Encumbrances. The Company will take all steps necessary to discharge and remove any lien, encumbrance or charge, except Permitted Encumbrances, upon the Project created by any one other than the Issuer. The Company may in good faith contest any lien, encumbrance or charge upon the Project (and the Company shall notify the Trustee of such contest) and in such event may permit any such lien, encumbrance or charge to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless the Issuer or the Trustee shall notify the Company that, in the opinion of counsel, by such action (a) the lien and security interest of the Trustee under the indenture as to any part of the rent and other revenues to be derived from this Lease or any material part of the Project will be materially endangered or (b) the Project or any material part thereof will be subject to loss or forfeiture, in which event the Company shall promptly pay and cause to be satisfied all such unpaid items. The Issuer will cooperate fully with the Company in any such contest. Notwithstanding the foregoing and subject to Section 9.1, nothing contained herein shall preclude the Company from creating or permitting to remain any lien, encumbrance or charge against its interest in the Project which is subordinate in right in all respects to the interest of the Issuer, the Trustee and the Bondholders.

SECTION 6.4. Fire and Extended Coverage Insurance. The Company will during the Lease Term continuously insure the Project with generally recognized responsible insurance companies against such risks as are customarily insured against by businesses of like size and type, including, but not limited to, builder's risk insurance and loss or damage by fire, with standard extended coverage, vandalism and malicious mischief endorsement. Such insurance for loss or damage to the Project shall be at all times in an amount equal to or exceeding the lesser of (a) the full insurable value of the Project, recognizing that portions of the Project may not be exposed to the aforesaid risks, less the amount of the coinsurance feature authorized by Section 6.6, or (b) an amount necessary to pay, retire and redeem all then outstanding Bonds in accordance with

the indenture (including, without limitation, principal, interest to maturity or the earliest applicable redemption date, as the case may be, redemption premiums, expenses of redemption and Trustee's and paying agent's fees). Such insurance policies for loss or damage to the Project shall contain standard mortgage clauses providing for all losses thereunder, if the claim for loss exceeds \$100,000, to be paid to the Trustee. All claims on such insurance regardless of amount may be adjusted by the Company with the insurers, subject to approval of the Trustee as to settlement of any claim in excess of \$100,000. The proceeds of all insurance policies for loss or damage to the Project shall be payable to the Issuer, the Company and the Trustee as their interests may appear, provided that any such policies may be so written or endorsed as to make payments on claims for losses not in excess of \$100,000 payable directly to the Company.

Any such policy may provide that the insurer is not liable to the extent of the first \$25,000 of any loss or such larger amounts as may be permitted by section 6.6, with the result that the Company is its own insurer to the extent of \$25,000 as to such risks.

SECTION 6.5. Public Liability Insurance. The Company during the term hereof will continuously carry public liability insurance with reference to the Project in minimum amounts of, \$500,000 for personal injury or death to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project and \$100,000 for property damage for any occurrence in connection with the Project. The Issuer and the Trustee shall each be a named insured under such public liability insurance policies. The Net Proceeds of the insurance provided in this Section shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6. Evidence of Insurance. All insurance policies required under this Lease may be written with deductible amounts, coinsurance or self-insurance features and exceptions and exclusions comparable to those in similar policies carried by other companies engaged in business similar in size, character and other respects to those in which the Company is engaged. All insurance policies required under this Lease shall be carried with insurance companies qualified under the laws of the State. The Company shall deposit with the Trustee and the Issuer a certificate of the respective insurers attesting the fact that the insurance required by this Lease is in force and effect. The Company will, upon request of the Issuer or Trustee, make available for inspection by representatives of the Issuer or Trustee the original insurance policies herein required.

The public liability insurance required by Section 6.5 shall contain a provision that it is non-cancellable by the insurer except upon thirty (30) days prior written notice to the Company, the Trustee and the Issuer. Prior to the expiration or cancellation of any policy required by this Lease, the Company will furnish to the Trustee and the Issuer satisfactory evidence that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease. In lieu of the separate insurance policies above provided, such insurance may be in the form of a blanket insurance policy or policies which cover not only the Project but other properties owned or leased or being purchased by the Company, which policies may contain deductible amounts, co-insurance features and exceptions and exclusions comparable to those outlined above and which policies may provide that all lessors or sellers of property to the Company are insured thereunder in lieu of naming the Issuer specifically.

SECTION 6.7. Remodeling and Improvements. The Company may remodel the Project or make substitutions, additions, modifications or improvements thereto from time to time as it, in its discretion, deems desirable, provided that any such remodeling, substitutions, additions, modifications or improvements do not (a) materially impair the operating unity or productive capacity of the Project or materially alter the character of the Project as an enterprise permitted by the Act, (b) in the aggregate materially impair the lien and security interest of the Trustee under the Indenture, or (c) materially reduce the value or utility of the Project. The cost of such remodeling, substitutions, additions, modifications or improvements shall be paid by the Company, and the same shall be the property of the Issuer and be included under the terms of this Lease as part of the Project and shall be subject to the lien and security interest of the Trustee under the Indenture. Any property for which a substitution or replacement is made pursuant to this Section or Section 6.1 may be disposed of by the Company in any manner and in the Company's sole discretion.

SECTION 6.8. Substitution and Removal of Leased Equipment. The Company may from time to time substitute machinery and equipment for any Leased Equipment, provided that the machinery and equipment so substituted shall be free of security interests, liens and encumbrances (other than the lien and security interest of the Trustee under the Indenture) and shall be machinery and equipment of at least equivalent utility and depreciated value to that replaced (and the Company shall deliver to the Issuer and to the Trustee the certificate of a Company Representative to that effect). Any such substituted machinery and equipment shall be promptly conveyed by the Company to the Issuer and shall become a part of the Project and be included under the

terms of this Lease and subject to the lien and security interest of the Trustee under the Indenture. The Company shall deliver to the Issuer and to the Trustee an executed counterpart of one or more bills of sale conveying such machinery and equipment to the Issuer. The machinery and equipment for which substitution has been made shall become the property of the Company free and clear of the lien and security interest of the Trustee under the Indenture and any claims of the Issuer, the Trustee or the Bondholders therein or thereto. The Company will pay any costs (including reasonable counsel fees) incurred in subjecting to the lien and security interest of the Trustee under the Indenture any items of machinery and equipment that under the provisions of this Section are to become a part of the Leased Equipment.

SECTION 6.9. Purchase and Removal of Leased Equipment.
 The Company may also purchase from the Issuer, or on behalf of the Issuer, sell, scrap, trade-in or otherwise dispose of, any Leased Equipment included under the terms of this Lease, without substitution therefor so long as the removal of the Leased Equipment to be purchased or otherwise disposed of will not (a) materially impair the operating unity or productive capacity of the Project or materially alter the character of the Project as an enterprise permitted by the Act, (b) in the aggregate materially impair the lien and security interest of the Trustee under the Indenture, or (c) materially reduce the value or utility of the Project, provided that

(x) in the case of the sale of any such Leased Equipment to anyone other than the Company, or in the case of the scrapping thereof, the Company shall pay into the Bond Fund the greater of

(i) the proceeds from such sale or scrapping or

(ii) an amount equal to the original cost thereof to the Issuer, less depreciation at rates calculated in accordance with generally accepted accounting principles (hereinafter referred to as the "Depreciated Cost").

(y) in the case of the trade-in of such Leased Equipment for other machinery or equipment not to be installed in the Project, the Company shall pay into the Bond Fund the greater of

(i) the amount of credit received by it in such trade-in, or

(ii) an amount equal to the Depreciated Cost thereof,
 and

(2) in the case of the sale of any such Leased Equipment to the Company, or in the case of any other disposition thereof, the Company shall pay into the Bond Fund an amount equal to the greater of

- (i) the fair market value thereof, or
- (ii) an amount equal to the Depreciated Cost thereof.

If the Company prior to the removal of any such Leased Equipment has acquired and installed machinery or equipment with its own funds which has become part of the Leased Equipment the Company may take credit to the extent of the amount so spent by it against the requirement that it either substitute or install other machinery and equipment or that it make payment into the Bond Fund, provided that this provision shall not relieve the Company of its obligations under Section 6.1. Upon such payment, the purchased machinery and equipment shall be free and clear of the lien and security interest of the Trustee under the Indenture and any claims of the Issuer, the Trustee or the Bondholders therein or thereto.

The Company will promptly report to the Trustee any such disposition and will pay to the Trustee such amounts as are required by the provisions of the preceding paragraph to be paid into the Bond Fund promptly after such disposition requiring such payment; provided, that no such report and payment need be made until the amount to be paid into the Bond Fund on account of all such dispositions not previously reported aggregates at least \$20,000. The Issuer and Company agree to execute and deliver such documents (if any) as the Issuer or Company or Trustee may reasonably request in connection with any action taken by the Issuer or Company under Section 6.8 and this Section. The Company will not remove or permit the removal of any of the Leased Equipment from the Site except in accordance with Section 6.8 and this Section.

The removal from the Project of any portion of the Leased Equipment pursuant to the provisions of Section 6.8 or this Section shall not entitle the Company to any abatement or diminution of the rents payable under Section 5.3.

SECTION 6.10. Installation of Company's Own Machinery and Equipment. The Company may, from time to time in its sole discretion and at its own expense, install additional machinery, equipment and other tangible personal property in the Building or elsewhere on the Site. All such machinery, equipment and other tangible personal property so installed by the Company shall, if tagged or otherwise suitably identified by symbols affixed thereto as the Company's own property, remain the sole

property of the Company in which neither the Issuer nor the Trustee shall have any interest.

SECTION 6.11. Advances by Issuer or Trustee. In the event the company shall fail (a) to keep the Project in good repair and good operating condition as required by Section 6.1, (b) to pay all taxes or their equivalent, assessments or other governmental or utility charges as required by Section 6.2, (c) to pay or cause to be satisfied and discharged any mechanics' or other liens filed or established against the Project as required by Section 6.3, or (d) to maintain the insurance required by Sections 6.4 and 6.5, the Issuer or the Trustee may (but shall be under no obligation to) take such action as may be necessary to cure such failure after first giving five (5) days notice in writing to the Company, including the advancement of amounts of money, and all amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Company to the one making the advance, which amounts, together with interest thereon at the rate set forth in the Series 1981 Bonds for overdue principal of, premium, if any, and interest on the Series 1981 Bonds, the Company agrees to pay on demand.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. Damage and Destruction. If prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the Indenture) the Project is destroyed or damaged (in whole or in part) by fire or other casualty, the Company shall promptly give written notice to the Trustee and shall apply the Net Proceeds of any insurance resulting from claims for such losses for either of the following purposes:

(a) The prompt repair, rebuilding or restoration of the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and as will not:

(i) materially impair the operating unity or productive capacity of the Project or materially alter the character of the Project as an enterprise permitted by the Act; or

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(ii) in the aggregate materially impair the lien and security interest of the Trustee under the Indenture; or

(iii) materially reduce the value or utility of the Project.

If the Company elects to so repair, rebuild or restore the Project, such Net Proceeds shall be paid to and held by the Trustee in an insurance loss trust account. The Trustee, upon receipt of a certificate of the Company Representative that such payment is required for such purpose, will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. If the Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Company will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds. Any balance of such Net Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund. If the Bonds have been fully paid (or provision for the payment thereof has been made in accordance with the Indenture), all such Net Proceeds shall be paid to the Company.

(b) The redemption of all or the Bonds in accordance with the Indenture upon purchase of the Project pursuant to Section 11.2(a). If the Company exercises said option to purchase the Project, such Net Proceeds shall be deposited in the Bond Fund.

SECTION 7.2. Condemnation. Unless the Company shall exercise its option to purchase pursuant to Section 11.2(b), in the event that title to, or the temporary use of, the Project or the leasehold estate of the Company in the Project or any part of either thereof shall be taken under the exercise of eminent domain by a governmental body or by any person, firm or corporation acting under governmental authority, the Company shall be obligated to continue to make the rental payments specified in Section 5.3. The Issuer will cause the Net Proceeds received by it from any awards made in such eminent domain proceedings to be paid to and held by the Trustee in a condemnation trust account and applied in one or more of the following ways as shall be directed in writing by the Company:

(a) The restoration of the improvements located on the Site to substantially the same condition as they existed prior to the exercise of the said power of eminent domain.

(b) The acquisition, by construction or otherwise, by the Issuer of other improvements of at least equal value and utility suitable for the Company's operations on or adjacent to the Site (which improvements shall be deemed a part of the Project and subject to the lien and security interest of the Trustee under the Indenture and available for use and occupancy by the Company without the payment of any rent other than herein provided to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements acquired by the Issuer shall not be subject to any liens or encumbrances prior to the Indenture, other than Permitted Encumbrances.

(c) The redemption of the principal of any of the Bonds together with accrued interest thereon to the date of redemption; provided, that no part of any such condemnation award may be applied for such redemption unless (i) all of the Bonds are to be redeemed in accordance with the Indenture upon exercise of the option to purchase provided for by Section 11.2(b) or (ii) if less than all of the Bonds are to be redeemed, the Company shall furnish to the Issuer and the Trustee a certificate of an Independent Engineer stating (1) that the property forming a part of the Project that was taken by such condemnation proceedings is not essential to the Company's use or occupancy of the Project, or (2) that the Project has been restored to a condition substantially equivalent as to both value and utility to its condition prior to the taking by such condemnation proceedings or (3) that improvements have been acquired which are suitable for the Company's operation at the Project as contemplated by the foregoing subsection (b) of this Section.

Within 90 days from the date of entry of a final order in any eminent domain proceedings granting condemnation the Company shall direct the Issuer and the Trustee in writing as to which of the ways specified in this Section the Company elects to have the condemnation award applied.

Any balance of the Net Proceeds of the award in such eminent domain proceedings shall be paid into the Bond Fund. If the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the Indenture) all such Net Proceeds shall be paid to the Company.

The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Company

to litigate in any such proceeding in the name and behalf of the Issuer. In no event will the Issuer voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of the Company.

SECTION 7.3. Insufficiency of Net Proceeds. If the Net Proceeds are not sufficient to pay in full the costs of repair, rebuilding or restoration referred to in Section 7.1(a) or the costs of restoration or acquisition referred to in Section 7.2(a) and (b), the Company will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds. The Company shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Issuer, the Trustee or any Bondholder or any abatement or diminution of the rents payable under Section 5.3.

SECTION 7.4. Condemnation of Company Owned Property. The Company shall also be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or takings of its own property not included in the Project, provided that any Net Proceeds resulting from damages to or taking of all or a portion of the leasehold estate of the Company in the Project created by this Lease shall be paid and applied in the manner provided in Section 7.2.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. Security for Bonds. The Issuer hereby notifies the Company and the Company acknowledges that all of the Issuer's right, title and interest under this Lease, including rental payments, and in the Project (except for the Issuer's right to indemnification and reimbursement for certain of its expenses as provided in this Lease) will be pledged, mortgaged and assigned by the Issuer to the Trustee in trust as security for the Bonds, as provided in the Indenture.

SECTION 8.2. Compliance with Laws. The Company shall, throughout the Lease Term and any renewals hereof and at no expense to the Issuer, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project; provided, however, that such laws, ordinances, orders, rules,

regulations and requirements made by the Issuer shall not discriminate against the Company. Notwithstanding the foregoing, the Company may contest the legality of any such law, ordinance, order, rule, regulation or requirement as applied to the Project provided that in the opinion of counsel to the Company such contest shall not in any way (a) materially adversely affect or impair the rights or obligations of the Company under this Lease or (b) materially impair the lien and security interest of the Trustee under the Indenture and the Issuer shall cooperate to the extent necessary with the Company in any such contest, except where the Issuer is an adverse party to the Company. The foregoing shall not constitute a waiver by the Issuer of any civil or criminal remedies otherwise available to the Issuer against the Company.

SECTION 8.3. Indemnification and Nonliability of Issuer. The Company agrees, at its expense, to pay and to indemnify and save the Issuer harmless of, from and against, any and all claims, damages, demands, expenses, liabilities and taxes (of any character or nature whatsoever regardless of by whom imposed), and losses of every kind, character and nature whatsoever (including, without limitation, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the Project including but not limited to this Lease, the Indenture, the Bonds or the transactions contemplated thereby, or the condition, use, possession, conduct or management of, or any work done in or about the Project, or from the planning, design, acquisition or construction of the Project or any part thereof, or from the leasing or subleasing of any part thereof. The Company agrees, at its expense, to pay, and to indemnify and save the Issuer harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any action or proceeding is brought against the Issuer by reason of any such claim or demand, the Company, upon notice from the Issuer, covenants to resist and defend such action or proceeding on behalf of the Issuer.

The Company agrees, at its expense, to pay, and to indemnify the Issuer of, from and against, all costs, expenses and charges, including reasonable counsel fees, lawfully incurred in obtaining possession of the Project after default of the Company or in enforcing any agreement of the Company contained in this Lease. The Company also agrees, at its expense, to defend the Issuer's title to the Project and the Company's right to possession of the Project hereunder.

Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Issuer from any liability which it would otherwise have had in connection with the Project arising from the wanton negligence or intentional acts or failure to act on the part of the Issuer, its employees, agents or representatives acting in their capacities.

SECTION 8.4. Dissolution or Merger of the Company. The Company agrees that during the Lease Term it will continue to be a corporation either organized under the laws of or duly qualified to do business as a foreign corporation in the State, will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it; provided, that the Company may, without violating the foregoing, consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or transfer all or substantially all of its assets to another such corporation (and thereafter dissolve or not dissolve, as the company may elect) if the corporation surviving such merger or resulting from such consolidation, or the corporation to which all or substantially all of the assets of the Company are transferred, as the case may be, (a) is a corporation organized under the laws of the United States of America, or any State, district or territory thereof, and qualified to do business in the State, (b) shall expressly in writing assume all of the obligations of the Company contained in this Lease, and (c) has a consolidated tangible net worth (after giving effect to such consolidation, merger or transfer) of not less than the consolidated tangible net worth of the Company and its consolidated Subsidiaries (as defined for the Guarantor in the Bond Purchase Agreement) immediately prior to such consolidation, merger or transfer and further provided that no event of default has occurred and is continuing hereunder. The term "consolidated tangible net worth," as used in this Section, shall mean the difference obtained by subtracting total consolidated liabilities (not including as a liability any capital or surplus item) from total consolidated tangible assets of the Company and all of its Subsidiaries, computed in accordance with generally accepted accounting principles. Prior to any such consolidation, merger or transfer the Trustee shall be furnished a certificate from the chief financial officer of the Company or his deputy stating that in the opinion of such officer none of the covenants in this Lease contained will be violated as a result of said consolidation, merger or transfer.

SECTION 8.5. Grant of Exemptions. If no event of default shall have occurred and be continuing, the Company may (a) at

any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any part of the Project or (b) release existing easements, licenses, rights of way and other rights and privileges with or without consideration (if with consideration, the proceeds shall be paid to the Company). The Issuer agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: (x) a copy of the instrument of grant or release and (y) a written application signed by the Company Representative requesting such instrument and stating that such grant or release will not:

- (i) materially impair the operating unity or productive capacity of the Project or materially alter the character of the Project as an enterprise permitted by the Act; or
- (ii) in the aggregate materially impair the lien and security interest of the Trustee under the Indenture; or
- (iii) materially reduce the value or utility of the Project.

SECTION 8.6. Promotion of Employment. The Company, recognizing the intent of the Act to provide employment, agrees subsequent to the Completion Date and during the Lease Term or until all rentals required during the Lease Term have been paid to the Issuer (whichever event occurs first), to exercise good faith to maintain and operate or cause to be maintained and operated an enterprise permitted by the Act on the Site and thereby to provide employment in such operations not inconsistent with the best interest of the Company and the Issuer in achieving the purpose set forth in the Act; provided, however, that the Company shall not be deemed guilty or chargeable with any breach of any agreement contained in this Section unless and until the Company has failed for a continuous period of one year (strikes, war, acts of God, fire, acts of government and other casualties not under Company's control excepted) to comply with the provisions of this Section.

SECTION 8.7. References to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the Indenture) and payment of all fees and charges of the Trustee and all other amounts payable under the Indenture, all references in this Lease to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the Bondholders shall thereafter

have any rights hereunder, saving and excepting those that shall have theretofore vested or rights to exercise remedies to enforce representations, covenants and agreements that affect the tax-exempt status of the Bonds.

SECTION 8.2. Further Assurances and Corrective Instruments, Recordings and Filings. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be or for carrying out the intention of or facilitating the performance of this Lease.

The Company shall cause this Lease, the Indenture, any security instruments, financing statements and all supplements thereto and any other instrument as may be required from time to time to be kept recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Bondholders and the rights of the Trustee thereunder and to perfect the lien of and the security interest created by the Indenture.

Together with the initial delivery of the financial statements required by Section 3.1(b) of the Guaranty, the Company shall file with the Trustee an opinion of counsel acceptable to the Trustee (who may also be counsel for the Company) stating that in the opinion of such counsel all action has been taken with respect to the filing, recording, registering, refiling, rerecording and reregistering of financing statements, continuation statements, documents or other notices as is necessary (a) to perfect and to maintain the Issuer's title to and interest in the Project (and all machinery, equipment, facilities, fixtures, and personal property constituting a part of the Project) and (b) to perfect and maintain the lien and security interest of the Trustee for the benefit of the Bondholders under the Indenture as a first and preferred pledge, lien, encumbrance and security interest in and to the Project (and the machinery, equipment, facilities, fixtures, and personal property constituting a part of the Project) against all claims and demands of whatsoever nature, including without limitation, the claims, if any, of creditors of the Company. Said opinion shall also set forth all refilings, rerecordings and reregistrations required to be accomplished subsequent to the date of such opinion to fully preserve and protect the title, liens and security interests set forth above. Concurrently with any filing, registration, recording, refiling, reregistering or rerecording made in accordance with the aforesaid opinion the Company will deliver to the Trustee an opinion of counsel

acceptable to the Trustee (who may also be counsel for the Company) to the effect that such undertakings have been duly accomplished and setting forth the particulars thereof. Said opinion shall also comply with the requirements set forth above. Similar opinions shall be delivered to the Trustee at the times prescribed above until the principal of, premium, if any, and interest on the Bonds has been fully paid.

The Company shall pay the reasonable costs incurred in performing the obligations of the Issuer and the Company under this Section. The Issuer shall not be liable for the failure of the Company to take any action required under this Section.

SECTION 8.9. No Warranty of Condition or Suitability by Issuer. The Company recognizes that since the components of the Project have been and are to be designated and selected by the Company, THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR AS TO THE ISSUER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE COMPANY. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UCC OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

SECTION 8.10. Investment Tax Credit. The Issuer agrees that any investment tax credit and depreciation with respect to the Project shall be made available to the Company and the Issuer will fully cooperate with the Company in any effort by the Company to avail itself of any such investment tax credit and depreciation.

ARTICLE IX
ASSIGNMENT OR SUBLEASE

SECTION 9.1. Assignment or Sublease. The Company may assign this Lease or sublet the Project or any part thereof provided that no such assignment or subletting and no dealings or transactions between the Issuer or the Trustee and any sublessee or assignee shall relieve the Company of any of its obligations under this Lease and the Company shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance pro tanto by the Company; provided, however, that the Company may assign this Lease, and be thereby relieved of further obligation hereunder in connection with a transaction involving merger, consolidation or transfer as permitted under Section 8.4 provided (a) the requirements thereof are met, (b) there is no impairment of the validity of the Bonds or the exemption of interest thereon from Federal income taxation, and (c) the party to which such assignment is made is the corporation surviving such merger or resulting from such consolidation or is the corporation to which all or substantially all of the assets of the Company is transferred. Any assignment of this Lease or sublease of the Project shall be approved in writing by the Issuer and the Board, which approval shall not be unreasonably withheld; provided, however, that no such approvals shall be required in connection with (x) a transaction involving merger, consolidation or transfer as permitted under Section 8.4 hereof, or (y) an assignment or sublease between the Company and a wholly owned subsidiary of the Company, the Guarantor or a wholly owned subsidiary of the Guarantor.

The Company shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment or sublease as the case may be.

SECTION 9.2. Assignment of Project and Lease by Issuer. The Issuer shall not assign, encumber, convey or otherwise dispose of all or any part of its rights, title and interest in and to the Project and this Lease, except to the Company in accordance with the provisions of this Lease and to the Trustee under the Indenture, without the prior written consent of the Company.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default. The following shall be "events of default" under this Lease, and the terms "events of default" or "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by the Company to make any rental payment required to be paid under Section 5.3(a) at the times specified therein.

(b) Failure by the Company to observe and perform any other covenant, condition or agreement herein on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the Company by the Issuer or the Trustee; provided, however, that if said default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

(c) An "event of default" shall occur under the Guaranty.

The foregoing provisions of this Section are subject to the following limitations: if by reason of force majeure the Company is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Company contained in Sections 5.3, 6.1, 6.2, 6.4 and 6.5, the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakages or accidents to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; pro-

vided that the settlement of strikes, lockouts and such other disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and such other disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

SECTION 10.2. Remedies upon Default. Whenever any event of default referred to in Section 10.1 shall have occurred and be continuing, the Issuer or the Trustee as provided in the Indenture may take any one or more of the following remedial steps:

(a) The Issuer or the Trustee, may, if the principal and interest accrued on the Bonds shall have been declared immediately due and payable pursuant to the Indenture, declare all rental payments under section 5.3(a) for the remainder of the term of this Lease to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) The Issuer or the Trustee may re-enter and take possession of the Project without terminating this Lease and sublease the Project for the account of the Company holding the Company liable for the difference between the rent and other amounts payable under such sublease and the rents and other amounts payable by the Company hereunder;

(c) The Issuer or the Trustee may terminate this Lease, exclude the Company from and take possession of the Project and use its best efforts to lease or sell the Project to another for the account of the Company holding the Company liable for all rent and other payments due up to the effective date of such leasing or sale;

(d) In the event any of the Bonds shall at the time be outstanding and unpaid, the Issuer and the Trustee may have access to and inspect, examine and make copies of books and records and any and all accounts, data and income tax and other tax returns of the Company only, however, insofar as they relate to the Project;

(e) The Issuer may take whatever action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds and all other amounts payable under the Indenture have been fully paid (or provision for payment thereof has been made in accordance with the Indenture) shall be paid to the Company.

SECTION 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any default or event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Section it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given Issuer hereunder shall also extend to Trustee, and Trustee and the Bondholders, subject to the provisions of the Indenture, shall be entitled to the benefit of all agreements herein contained.

SECTION 10.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 10.5. Payment of Attorneys' Fees and Other Expenses. If the Company defaults under any of the provisions of this Lease and the Issuer or the Trustee employs attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Issuer and the Trustee.

BOOK 2818 PAGE 712

ARTICLE XI

REDEMPTION; OPTIONS OF COMPANY

SECTION 11.1. Redemption Procedure; Funds Required for Redemption. If any Bonds are to be redeemed pursuant to Article III of the Indenture the Company shall request in writing signed by a Company Representative that the Issuer and the Trustee take the necessary action to cause such Bonds to be redeemed and shall pay to the Trustee an amount sufficient, when added to any amount then in the Bond Fund available for the purpose, to retire and redeem such Bonds at the earliest possible redemption date at the applicable redemption prices for such Bonds, and such amount shall be applied, together with such other available moneys in the Bond Fund, to the redemption of such Bonds on said redemption date. The Company shall pay all expenses arising in connection with the redemption of any Bonds. The Issuer, at the request at any time of the Company and if the Bonds are then subject to redemption, shall forthwith take all steps necessary under the Indenture to effect redemption of such principal amount of the then outstanding Bonds subject to redemption, as may be specified by the Company, on the earliest redemption date on which such redemption may be made under the Indenture. Nothing contained in this Lease shall in any manner obligate or authorize the Issuer to call on, pay or redeem any Bond, except to the extent that funds therefor may be provided by the Company under this Lease and the Indenture.

SECTION 11.2. Option to Purchase Upon Contingencies. The Company shall have the right and option to purchase the Project at any time during the Lease Term and any renewal hereof, and upon the exercise of such option shall provide for the redemption of the Bonds on the earliest practicable date as provided in the Indenture, if:

(a) The Project shall have been damaged or destroyed as set forth in Section 7.1 to such extent that, in the opinion of an Independent Engineer expressed in a certificate filed with the Issuer and the Trustee, (i) the Project cannot reasonably be restored to its condition immediately preceding such damage or destruction within a period of six (6) consecutive months, or (ii) such damage or destruction would prevent the Company from carrying on its normal operation therein for a period of seventy-five (75) working days, or (iii) the restoration cost of which (exclusive of any item or items with respect to which a system or systems of self-insurance are maintained by the Company) would

exceed by more than \$250,000 the total amount of insurance carried on the Project in accordance with the provisions of Section 6.4, which amount of insurance will be certified to the Independent Engineer by the Company Representative.

(b) Title to, or the temporary use, of all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain of any governmental authority, or person, firm or corporation acting under governmental authority ("temporary use" as used in this paragraph shall mean such a taking or takings as results, in the opinion of an Independent Engineer expressed in a certificate filed with the Issuer and the Trustee, in the Company being thereby prevented from carrying on its normal operations therein for a period of at least seventy-five (75) working days).

(c) As a result of changes in the Constitution of the United States or of the State, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after the Company's contest thereof in good faith, this Lease becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Lease, or unreasonable burdens or excessive liabilities are imposed upon either party to it.

(d) There is legal curtailment of the Company's use and occupancy of all or substantially all of the Project for any reason other than condemnation referred to in subsection (b) hereof for a period of at least seventy-five (75) working days.

(e) Changes which the Company cannot reasonably control or overcome, in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project shall have occurred, or technological or other changes shall have occurred which in the judgment of the Company, render the continued operation of the Project uneconomic for its purposes.

SECTION 11.3. Unqualified Option to Purchase. During the Lease Term and any renewal term hereof and for ninety (90) days thereafter, the Company shall have the unconditional right and option to purchase the Project at any time.

SECTION 11.4. Purchase Price. The purchase price payable if the Company purchases the Project pursuant to the provisions of this Article XI shall be (a) One Hundred Dollars (\$100) to

be paid to the Issuer plus (b) the full amount necessary under the provisions of the Indenture to pay or redeem (on the first date thereafter on which all outstanding Bonds may be redeemed pursuant to the Indenture after giving the necessary notice) all outstanding Bonds (including, without limitation, principal, interest, redemption premiums, if any, expenses of redemption and the Trustee's, paying agent's and any bond registrar's fees accrued and to accrue through final payment of the Bonds and all other liabilities of the Company accrued under this Lease), but after deduction of any amount then in the Bond Fund and available for payment and redemption, which amount shall be paid to the Trustee for deposit into the Bond Fund. In any case, if no Bonds shall be outstanding at the time of purchase, or the redemption or payment of the Bonds shall be or have been otherwise provided for, the purchase price of the Project shall be One Hundred Dollars (\$100) to be paid to the Issuer.

SECTION 11.5. Procedure For Exercising Option to Purchase.

The Company may exercise its option to purchase hereunder by (a) giving written notice to the Issuer of its intention to purchase the Project pursuant to the provisions of this Article XI specifying the time and place of closing and (b) by giving notice to the Issuer and the Trustee to provide for redemption of the outstanding Bonds as provided in Section 11.1. At the closing the Issuer shall, upon payment of the purchase price hereinafter specified, deliver to the Company appropriate conveyance instruments transferring good and marketable title to the Project, subject to the following: (w) those security interests, liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (x) those security interests, liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (y) Permitted Encumbrances other than this Lease or the Indenture; and (z) if the Project is condemned, the rights and title of the condemning authority. The closing shall be within sixty (60) days after written notice is given by the Company of its intention to exercise any of the options unless otherwise agreed by the parties hereto.

SECTION 11.5. Option to Renew. If the Company is not then in default hereunder, it shall have the option to renew this Lease for such additional term or terms of one year each as the Company may determine, but in no event shall the Lease Term and the renewal terms exceed in the aggregate a period of ninety-nine (99) years. Such option to renew shall be deemed to have been exercised at the expiration of the Lease Term and each renewal term unless written notice to the contrary shall have been given to the Issuer at least six (6) months prior to the then termination date. All the terms and conditions con-

*Lease from
or any
or portion
thereof*

tained herein to the extent applicable shall apply during each such renewal term, except that (a) the provisions of the next to the last paragraph of Section 6.9, and Sections 7.1, 7.2, and 8.4 shall not apply, (b) the Company shall thereupon have sole right to any insurance proceeds or condemnation award relating to the Project, and (c) the Company, agrees to pay to the Issuer as additional rental for the Project for each year of the renewal term commencing May 1, 1981, payable on May 1 or the business day next preceding such date if it is not a business day, commencing May 1, 1982, for the preceding twelve month period (i) an amount equal to the annual ad valorem taxes which would be levied by the Issuer on property similar to the Project, computed at the tax rate and valuation practices in force for the last tax year which ended immediately preceding the date on which the rental is due; and (ii) an amount equal to the annual ad valorem taxes which would be levied solely for the benefit of the Jackson Municipal Separate School District, or any public school district in which the Project is located at the time said taxes are levied, on property similar to the Project, computed at the tax rate and valuation practices in force for the last tax year which ended immediately preceding the date on which the rental is due.

SECTION 11.7. Option to Purchase Unimproved Portion of Site. The Company shall have, and is hereby granted, the option to purchase any part of the Site (the "Option Site") (on which neither the Building nor any Leased Equipment is located but upon which any transportation or utility facilities may be located) at any time and from time to time at and for a purchase price equal to the cost thereof to the Issuer, on a pro rated basis, provided that the Company and the Issuer furnish the Trustee with the following:

(a) A notice in writing from the Company to the Issuer containing (i) an adequate legal description of the Option Site, (ii) a statement that the Company intends to exercise its option to purchase the Option Site on a date stated, which shall not be less than 45 nor more than 90 days from the date of such notice, (iii) a statement that the use to which the Company or any assignee of the Company intends to devote the Option Site will further promote such enterprises permitted by the Act in the State and (iv) a statement that the Company is not in default under any of the provisions of this Lease.

(b) A certificate of an Independent Engineer dated not more than 90 days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the Option Site is exercised is not needed for the operation of the Project for the purposes

hereinabove stated and (ii) the purchase will not materially impair the usefulness of the Building as an enterprise permitted by the Act and will not materially interfere with the means of ingress thereto and egress therefrom.

(c) A resolution of the Issuer (i) stating that the Issuer is not in default under any of the provisions of the Indenture and that the Company is not to the knowledge of the Issuer in default under any of the provisions of this Lease, (ii) giving an adequate legal description of the Option Site (together with the interest in such portion), (iii) stating the purpose for which the Issuer desires the release, and (iv) requesting such release.

(d) An amount of money equal to the purchase price provided for in this Section.

If all of the conditions of this Section are met, the Trustee will promptly deposit said money in the Bond Fund and release from the Indenture the Option Site. In the event the Company shall exercise the option granted to it under this Section, the Company shall not be entitled to any abatement, diminution or postponement of the rents payable under Section 5.3(a) and if such option relates to land which is part of the Site on which transportation or utility facilities are located, the Issuer shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. Benefit of Bondholders. This Lease is executed in part to induce the purchase by others of the Bonds and for the further securing of the Bonds, and accordingly all covenants and agreements on the part of the Issuer and the Company as set forth in this Lease are hereby declared to be for the benefit of the Holders from time to time of the Bonds and may be enforced on behalf of the Bondholders by the Trustee, but only to the extent provided in the Indenture.

SECTION 12.2. Execution of Indenture. Concurrently with the delivery of the Bonds as provided in Article III, the Issuer shall enter into the Indenture pursuant to which the Issuer shall convey and assign in trust unto the Trustee and to its successors in trust (a) a fee simple title to the Site and the Building, subject to Permitted Encumbrances, and (b) a security interest in the Leased Equipment, the interest of the

Issuer under the Lease and all of the lease rentals, revenues and receipts receivable by the Issuer from the Project. Such Indenture shall be subject and subordinate to all of the rights, privileges and options of the Company under this Lease.

SECTION 12.3. Notices. All notices, demands and requests which may or are required to be given by either party to the other or to the Trustee shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If intended for the Company:

Mississippi Materials Company
P.O. Box 247
Birmingham, Alabama
Attention: President

If intended for the Issuer:

City of Jackson
City Hall
Jackson, Mississippi
Attention: City Clerk

If intended for the Trustee:

First National Bank of Jackson
P.O. Box 291
Jackson, Mississippi
Attention: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company shall also be given to the Trustee. The Company, the Issuer and 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 12.4. Severability. If any clause, provision or section of this Lease be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

SECTION 12.5. Inspection of Project. The Company will permit the Issuer and its authorized representatives and the Trustee and any duly authorized agent of the Trustee (subject to the restrictions and requirements imposed by contracts with the United States Government or agencies thereof, or by subcontracts governed by such contracts, being performed by the Company, or its subtenant or subtenants, in any part of the Project, and subject to the restrictions imposed by the Company in its sole discretion because of the secret nature of its processes) at all reasonable times and at such reasonable intervals so as not to interfere with the operation of the Company to enter upon, examine and inspect the Project; and in the event of default as heretofore provided, the Company will permit a public accountant or accountants designated by the Issuer or the Trustee, to have access to, inspect, examine and make copies of all books and records, accounts and data of the Company relating to the Project.

SECTION 12.6. Amendments. Prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the Indenture) the Issuer and the Company shall not alter, modify or amend any of the terms of this Lease without the prior written approval of the Trustee given in accordance with the Indenture.

SECTION 12.7. Recordation. This Lease and every assignment, amendment to and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the Clerk of the Chancery Court of Hinds County, Mississippi, or in any other such office which may at the time provided by law be the proper place for the recordation of a deed conveying the Project.

SECTION 12.8. Effective Date; Counterparts. This Lease shall become effective upon its delivery. It may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.9. Guaranty Agreement. The Guarantor has unconditionally guaranteed to the Trustee for the benefit of the Bondholders payment of the principal of, premium, if any, and interest on the Bonds pursuant to the Guaranty.

SECTION 12.10. Law Governing. This Lease shall be governed by and construed in accordance with the laws of the State.

SECTION 12.11. Binding Effect. This Lease shall inure to the benefit of the Issuer, the Company, the Trustee, the Bondholders and their respective successors and assigns and shall

be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.1, 8.4, 9.1 and 9.2.

SECTION 12.12. Headings. The headings of provisions of this Lease are inserted for convenience only and shall not be deemed to constitute a part of this Lease.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officer, and the Issuer and the Company have caused this Lease to be dated as of the date first above written, although actually executed on the dates specified in their respective acknowledgments hereto.

MISSISSIPPI MATERIALS COMPANY

BY: [Signature]
TITLE: President

ATTEST:
[Signature]
TITLE: Secretary
(SEAL)

CITY OF JACKSON, MISSISSIPPI

BY: [Signature] 18th
Mayor

ATTEST:
[Signature]
City Clerk
(SEAL)

NOTICE OF ASSIGNMENT

The interest of the City of Jackson in and to this Lease Agreement and all lease rentals, revenues and receipts receivable hereunder have been assigned to First National Bank of Jackson under the Trust Indenture, dated as of May 1, 1981, between said parties.

BOOK 2818 PAGE 720

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Dave Davis, Jr. and Escila Beland, who acknowledged to me that they are Mayor and City Clerk, respectively, of the City of Jackson, Mississippi (the "Issuer"), and that for and on behalf of the Issuer and as its act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by the Issuer.

GIVEN under my hand and official seal this 14th day of May, 1981.

Dorothy H. Cox
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Apr. 25, 1982

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Bill Branch and Ray S. Burnett, who acknowledged to me that they are the President and Assistant Secretary of Mississippi Materials Company, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

WITNESS MY HAND AND OFFICIAL SEAL, this the 12th day of May, 1981.

Diane Prater
NOTARY PUBLIC

My Commission Expires:

7/1/82

LEGAL DESCRIPTION
DANN CONSTRUCTION COMPANY
MARCH 13, 1981

BOOK 2818 PAGE 721

PROJECT NUMBER: 30-275

Lots 1, 2, 3, 4 and 5, Block "A", Battle Hill Subdivision, according to the plat on file in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 2 at Page 64 and being more particularly described by metes and bounds as follows:

Begin at the intersection of the southerly right-of-way of Mercer Street with the westerly right-of-way of Green Avenue (as said streets are now laid out and in use, March, 1981); run thence South 35 degrees 32 minutes 20 seconds West and along the said westerly right-of-way of Green Avenue for a distance of 257.05 feet to the southernmost corner of the aforementioned Lot 5; thence leaving the said westerly right-of-way of Green Avenue, run North 54 degrees 29 minutes 40 seconds West and along the southerly line of said Lot 5 for a distance of 194.47 feet to the westernmost corner of said Lot 5, said point also being on the easterly line of a 15.0 foot alley; thence leaving the said southerly line of said Lot 5, run North 31 degrees 42 minutes East and along the said easterly line of said 15.0 foot alley for a distance of 315.28 feet to the aforementioned southerly right-of-way of Mercer Street; thence leaving the said easterly line of said 15.0 foot alley, run South 42 degrees 03 minutes 40 seconds East and along the said southerly right-of-way of Mercer Street for a distance of 220.73 feet to the POINT OF BEGINNING.

EXHIBIT "A" TO THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND MISSISSIPPI MATERIALS COMPANY DATED AS OF MAY 1, 1981.

BOOK 2818 PAGE 722

SHOP EQUIPMENT EXPENDITURES
MADITANCE SHOP
MISSISSIPPI MATERIALS CO., INC.

ITEM

- 1- 5BSH 5-ton lift
with 5-ton trollies
- 1- AT 1012D Hydraulic
Lift; 43,000# 2 post
with Tandem axle rails
- 1- HR 10-12 Champion
10HP Air Compressor
with 120 gallon tank
& all necessary piping
- 1- 251 Malsbary Fleet/Gas
HP Steam Cleaner/pressure
washer

EXHIBIT "B" TO THE LEASE AGREEMENT BETWEEN THE CITY OF JACKSON,
MISSISSIPPI AND MISSISSIPPI MATERIALS COMPANY DATED AS OF MAY 1, 1981.

STATE OF MISSISSIPPI, County of Hinds:

I, Pete McGee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for
record in my office this 21 day of MAY 1981, at 2:15 o'clock P M, and
was duly recorded on the 22 day of MAY 1981, Book No. 2818 Page 666
in my office

Witness my hand and seal of office, this the 22 day of MAY 1981.

PETE McGEE, Clerk

By P. McGee D. C.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH RICHARD'S DISPOSAL, INC. TO PROVIDE SOLID WASTE COLLECTION AND HAULING SERVICES FOR A SIX (6) YEAR TERM COMMENCING APRIL 1, 2022 WITH FOUR (4) ONE (1) YEAR EXTENSION OPTIONS (ALL WARDS)

WHEREAS, the previous contract for solid waste collections, and hauling services expired on September 30, 2021; and

WHEREAS, the City entered into an emergency contract for solid waste collection and hauling services for a six-month period beginning October 1, 2021, to ensure that residents received garbage collection while procuring a new contract; and

WHEREAS, beginning October 21, 2021, the City began again soliciting proposals for solid waste collection and hauling services, with four options: 1) once per week collection without a cart; 2) twice per week collection without a cart; 3) once per week collection with a 96-gallon cart; and 4) twice per week collection with a 96-gallon cart; and

WHEREAS, in response to said solicitation, on November 23, 2021, the City received proposals from: Waste Management of Mississippi, Inc., FCC Environmental Services, LLC, and Richard's Disposal; and

WHEREAS, an Evaluation Committee consisting of three City of Jackson Public Works Department employees and three members of the City's executive team reviewed the proposals submitted; and

WHEREAS, the Evaluation Committee reviewed and scored the technical proposals blind, that is, without knowing the identity of the proposers, which accounted for thirty percent (30%) of the total score; and

WHEREAS, the Evaluation Committee then heard presentations from the proposers and rated their experience in providing similar services, their qualifications and key personnel, and their references, which accounted for twenty-five percent (25%) of the total score, and evaluated each proposer's Equal Business Opportunity ("EBO") Plan, which accounted for ten percent (10%) of the total score; and

WHEREAS, the Evaluation Committee then heard presentations from the proposers and rated their experience in providing similar services, their qualifications and key personnel, and their references, which accounted for twenty-five percent (25%) of the total score, and evaluated each proposer's Equal Business Opportunity ("EBO") Plan, which accounted for ten percent (10%) of the total score; and

WHEREAS, the Mayor reviewed the results of the Evaluation Committee, scores and

Agenda Item No. 20
Agenda Date February 1, 2022
(King, Lumumba)

rankings for each service option, along with the pricing provided by the vendors, blind, that is, without knowing the order in which the vendors rank for each service option; and

WHEREAS, the Mayor presented the City Council with an Order, January 4, 2021, that allowed the City Council to recommend to the Mayor its preferred service option; and

WHEREAS, the City Council amended the Order to eliminate the once per week collection options; and

WHEREAS, the City Council further amended the Order to express its preference that the Mayor review the two remaining service options, twice per week with a 96-gallon cart and twice per week without a 96-gallon cart, and the most advantageous proposal received for those options, then select the proposal he wished to pursue in negotiations; and

WHEREAS, the Mayor selected the lowest priced of the two highest scored options for twice per week collection and the company providing this proposal with whom to negotiate; and

WHEREAS, negotiations were conducted with Richard's Disposal, Inc., which provided the most advantageous proposal for twice per week collection with a 96-gallon cart; and

WHEREAS, at the conclusion of the negotiations, Richard's Disposal, Inc. proposed to provide solid waste collection and hauling services consistent with the Request for Proposals, including twice per week collection and the purchase of and delivery to 45,000 sanitation customers of a 96-gallon trash cart for a monthly cost of \$756,000.00; and

WHEREAS, Richard's Disposal, Inc. will own the carts throughout the term of the Agreement and will transfer said carts to the City at the end of the initial term of the Agreement; and

WHEREAS, Richard's Disposal, Inc. will be responsible for replacing carts that are damaged through no fault of the customer and replacing up to one stolen cart; and

WHEREAS, Richard's Disposal, Inc. will charge customers \$90.00 to replace a cart they willfully damage or destroy, or more than one stolen cart replacement, which is the cost of the cart to Richard's Disposal, Inc.; and

WHEREAS, Richard's Disposal, Inc. also proposed to collect garbage from City facilities at a weekly cost of \$1085.00 and to provide roll-off containers for special events at a cost of \$250.00 per container and a delivery charge of \$50.00; and

WHEREAS, the cost of the services under the proposed contract will be indexed annually, beginning on October 1, 2023, either up or down, on the United States Bureau of Labor Statistics All Urban Consumers, Southern Region, Consumer Price Index, in a percent not to exceed 5% annually either up or down; and

Item No. _____

Agenda Date: _____

By: (King, Lumumba)

WHEREAS, the initial term of the contract will be for six (6) years with four (4) one-year extension options, each at the sole discretion of the City.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Richard's Disposal, Inc. to provide solid waste collection and hauling services consistent with the terms set forth in this order, with the Request for Proposals, and Richard's Disposal, Inc.'s Proposal, twice each week with a 96-gallon cart, at a monthly cost of \$756,000.00, for an initial term of six (6) years commencing on April 1, 2021, with four (4) one-year extension options, each such option being at the sole discretion of the City; and further said contract will provide for the collection of garbage from City facilities at a weekly rate of \$1085.00 and will provide roll-off containers for special events at a cost of \$250.00 per container and a delivery charge of \$50.00.

Item No. _____
Agenda Date: _____
By: (King, Lumumba)

ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO ANTENNA SITE AGREEMENTS WITH ROBERTS RADIO BROADCASTING, LLC, A MISSOURI LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF A BROADCAST ANTENNA ON SAVANNAH TOWER AND RIVERSIDE TOWER OWNED BY THE CITY OF JACKSON PURSUANT TO THE POWER AND AUTHORITY GRANTED TO THE CITY OF JACKSON IN SECTION 21-17-5 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, WRBJ-FM, 97.7 the Beat of the Capital, a radio station in the City of Jackson, through Roberts Radio Broadcasting, LLC, a Missouri Limited Liability Company, desires to install, maintain, and operate broadcast antennas and related equipment on two City-owned telecommunication towers; and

WHEREAS, the installation of the radio communications equipment would require use of certain infrastructure owned and controlled by the City of Jackson, including but not limited to the telecommunication towers; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorize a municipality to adopt orders concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, entering into a mutually beneficial agreement with Roberts Radio Broadcasting, LLC, regarding the use of the City's telecommunications to install radio broadcasting equipment used in the operation of Roberts Radio Broadcasting, LLC internal business activities authorized by the Federal Communications Commission; and

WHEREAS, the best interest of the public would be served by agreeing to authorize the Roberts Radio Broadcasting to use the City's two (2) tower sites to install equipment to improve radio service by providing booster service for subscribers in their market; and

WHEREAS, Roberts Radio Broadcasting, LLC contemplates that the City would enter into two Antenna Site License Agreements for the use of municipally owned telecommunications towers; and

WHEREAS, the proposed Antenna Site License Agreements contains the following provisions and is similar to Antenna Site License Agreements that the City has with private entities; and

TABLE OF EXHIBITS

Exhibit A - Tower Locations

Exhibit B- Legal Description of the Easements

Exhibit C- Site Plan

Exhibit D- Equipment

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

“Tower” means Licensor’s tower and associated structural hardware located at the following geographic coordinates: LAT 32° 14’ 21” LONG 90° 21’ 53”, more particularly described as the Savannah Tower in Jackson, Hinds County, Mississippi and LAT 32° 19’ 22.4” LONG 90° 9’ 27.4”, more particularly described as the Riverside Tower in Jackson, Hinds County, Mississippi.

“Cabinet Pad” means a concrete pad suitable for installation of cabinets associated with Licensee’s equipment, located in close proximity to the Tower, which pad site is for Licensee’s exclusive use and installation of communications equipment. Construction of pad will be the sole cost and expense of Licensee. The design and location of such pad shall be subject to Licensor’s prior approval, which shall not be unreasonably withheld or delayed.

“Antenna Site” means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect the Licensee’s Site Equipment.

“Manager” means the City of Jackson, its successors or assigns and any subsequent manager of the antenna site pursuant to a management agreement with Licensor.

“Site Equipment” means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring accessories used therewith, approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor does hereby grant unto Licensee, a nonexclusive License (the “License”) to use the Antenna Site for the installation, operation and maintenance, at Licensee’s sole expense and risk, of Licensee’s Site Equipment, as more particularly described in Exhibit D attached hereto and made a part hereof for all purposes.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment which Licensee owns for purposes of providing (i) communication services used in the operation of Licensee's internal business activities where Licensee holds a Federal Communications Commission (FCC) license for said use, (ii) common carriage where Licensee holds an FCC license as a Radio Common Carrier, (iii) communications services for others where Licensee holds an FCC license as the system operator, or (iv) transceivers for use by others where others hold an FCC license for the operation of said transceivers. Licensee shall have the right to maintain, repair, replace and modify the Site Equipment from time to time, without Licensor's consent.

(c) Licensee, at its sole expense and with the prior approval of Licensor, which shall not be unreasonably withheld or delayed, shall have the right to enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such enclosures as shall be necessary to give it complete access to the entire Antenna Site, at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its Site Equipment to a different area of the Antenna Site in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment.

(e) Licensee, Licensee's employees, agents, contractors and invitees are entitled to access to the Premises twenty-four (24) hours a day, seven (7) days a week.

3. Term.

(a) Initial Term Period. The initial term of this Agreement shall commence on _____, 20___, (the Commence Date) and shall continue for five (5) years. The Agreement will automatically renew for two (2) additional terms of five (5) years each (each a "Renewal Term"), The Parties may renew the license for a third renewal term of five (5) years upon mutual written agreement.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be cancelled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) ten (10) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money; provided, however, that Licensee shall not be in non-monetary default hereunder if it commences curing such non-monetary default within such 30-day period and thereafter diligently cures the default to completion.

4. Payments. As consideration for the License granted herein, Licensee shall compensate Licensor as follows:

(a) Rent (Savannah Tower). Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as \$2,225.00 per month (the Monthly License Fee) for up one antenna with a maximum of one line per antenna for the initial installation phase. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antenna lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of \$1.50 per antenna line, per foot, per month. By way of example, if Licensee installed only six (6) antenna lines during the initial installation phase, the installation of the seventh and subsequent antenna lines are subject to the additional rent of \$1.50 per antenna line, per foot, per month. Rent for all Antenna Sites encompassed by an Antenna Site License Agreement with Licensor may be aggregated and paid by Licensee in a single, monthly payment.

Rent (Riverside Tower). Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as \$2,196.50 per month (the Monthly License Fee) for up to one antenna with a maximum of one line per antenna for the initial installation phase. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antenna lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of \$1.50 per antenna line, per foot, per month. By way of example, if Licensee installed only six (6) antenna lines during the initial installation phase, the installation of the seventh and subsequent antenna lines are subject to the additional rent of \$1.50 per antenna line, per foot, per month. Rent for all Antenna Sites encompassed by an Antenna Site License Agreement with Licensor may be aggregated and paid by Licensee in a single, monthly payment.

(b) In addition to the Monthly License Fee, Licensee shall pay Licensor, if and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such Technical Standards, as more particularly described in Exhibit D, as may from time to time be established by Licensor for the Antenna Site, including, without limitation, Technical Standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation. If any new Technical Standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any Licensee Site Equipment, Licensee agrees that Licensor may, at Licensor's option shut down Licensee's equipment upon twenty-four (24) hours prior written notice to Licensee; provided, however, if an emergency situation exists, which Licensor reasonably determines in its sole discretion to be attributable to Licensee Site Equipment, Licensor shall immediately verbally notify Licensee, who shall act immediately to remedy the emergency situation, Licensor may then act to shut down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, Licensor may, at its option, either terminate this Agreement forthwith, or may require that Licensee immediately remove from the Antenna Site the specific item of Site Equipment causing such interference. Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties.

7. Common Equipment. Licensor contemplates that it may, at its sole option and expense furnish and install antennas, transmission lines, combiners, multi couplers, and/or other related equipment (herein called the "Common Antenna Systems") at the Premises set forth in Exhibit A and/or on the Tower as described in Exhibit C. If the Licensor determines that the Common Antenna Systems are compatible with Licensee's Site Equipment, Licensor may require, by written notice to Licensee, that Licensee connect its Site Equipment, (except for existing combiners with more than 50% loading) to Licensor's Common Antenna Systems within 180 days of such notice. Licensor may also require Licensee to pay a one-time connection fee and a recurring Common Antenna Systems maintenance fee in connection therewith, which fees shall be stipulated in the connection notice. After receipt of such notice Licensee may elect to (a) terminate this Agreement or (b) so connect and pay the applicable fees. Licensee must notify Licensor of its election within thirty (30) days after receipt of Licensor's notice. If Licensee does not respond in said time period Licensee shall be deemed to have elected option (b). If Licensee elects option (a), such termination shall be effective 180 days after the date of such notice to Licensor.

8. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and Premises and shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular access. Licensee shall be responsible, at Licensee's expense, for the maintenance of its Tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to notice from Licensor to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's Site Equipment necessary for the protection of life, and Licensor makes such repairs, Licensee shall pay Licensor's invoice therefore within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or perform any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower, which notice shall be

at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances, in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

9. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting there from; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the rent shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensee's Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown outside of the normal business day. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

10. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards set forth in Exhibit F, all applicable federal, Mississippi state and local laws, ordinances, and regulations (including without limitation the FCC, FAA and City and Fire Codes) and the rules and regulations of the Antenna Site.

11. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment (except as provided in paragraph 2(c)(iv)) with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. Notwithstanding the foregoing, Licensee may assign this Agreement to any parent or subsidiary company of Licensee without the prior written consent of Licensor; however, Licensee shall give Licensor ten (10) days prior written notice of any such assignment.

(b) Licensor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, provided however, Licensor shall give Licensee ten (10) days prior written notice of any such assignment.

12. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, for which work Licensee agrees to pay Licensor's invoice therefore promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensee's Site Equipment.

13. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

14. Termination of Agreement and Removal of Site Equipment.

(a) This Agreement may be terminated by either party prior to expiration of the terms set forth in Paragraph 3 above with written notice provided 30 days in advance of the termination subject to the following terms and conditions:

1. If Licensee breaches any term or covenant in the Agreement and the breach is not cured within the applicable cure period specified above in Section 3(b), Licensors may declare the Licensee to be in default and terminate the Agreement. If Licensors declares Licensee in default and terminates the Agreement, Licensee shall pay damages to the Licensors in an amount equal to three (3) months' Monthly License Fee prior to the removal of any of its Site Equipment.

2. If Licensee provides Licensors with notice of its intent not to renew a term of this Agreement pursuant to Section 3(a), Licensee shall pay Licensors damages in an amount equal to three (3) months' Monthly License Fee prior to the removal of any of its Site Equipment. For purposes of this provision, notice that the Licensee rejected the Agreement in bankruptcy or intends to reject the Agreement in bankruptcy shall be deemed to be notice of Licensee's intent not to continue. If Licensee rejects the Agreement described herein in bankruptcy proceedings and fails to pay the damages described within Paragraph 2 above within 60 days, Licensee shall forfeit its Site Equipment and may not remove same. If termination of the Agreement arises out of fire described in Paragraph 15 or any of the causes enumerated in Paragraph 17 of the Agreement, no penalty or damages will be required.

(b) If Licensee is performing all of its obligations hereunder, Licensee may terminate this Agreement and remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee (i) provides at least ninety (90) days' prior written notice to Licensors, (ii) repairs any damage to the Antenna Site caused thereby and restores the Antenna Site to the condition it was in on the Commencement Date, ordinary wear and tear excluded, and (iii) pays damages equal to three (3) months of the then current Monthly License Fee, which payment must be made to Licensors on or before the termination date specified in any notice given by Licensee pursuant to this section 14(b).

(c) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this Agreement without Licensors's written consent for such equipment to not be removed, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensors's property and Licensors may remove and/or dispose of such Site Equipment as Licensors sees fit, all at Licensee's cost and expense. In connection therewith, Licensors agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this Agreement, Licensors shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this Agreement.

(d) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensors consents to such abandonment, then said transmission line shall become the sole property of Licensors. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

15. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the rent provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of total destruction of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors, thenceforth this License shall cease and come to an end. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

16. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the written request of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licensor, subject to applicable court orders.

17. Damages from Certain Causes. Licensor or its agents shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of any governmental body or authority, or for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Antenna Site, or failure to make any such repairs. Licensee shall not be obligated to pay rent during any interruption of service due to any of the above-listed causes.

18. Licensee Liability Insurance. Licensee shall, at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company acceptable to Licensor, such insurance to afford minimum protection as follows:

Bodily Injury	\$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	\$500,000 for damage as a result of any one accident
Public liability	\$1,000,000
Worker's Compensation	Statutory limits

Licensee agrees that (1) each such policy shall name Licensor as an additional insured, (except for workers compensation insurance) (2) each such policy shall contain a provision that it may not be canceled without fifteen (15) days prior written notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to Commencement Date.

19. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by an act, omission or neglect of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. In no event shall Licensee be liable for damages caused by Licensor's negligent or intentional misconduct in connection with the performance of this agreement.

20. Mutual Limitation of Personal Liability. Licensee and Licensor agree that neither they nor any person affiliated with them shall be held personally liable for any such judgments rendered against either party as a result of damage to person or property caused by Licensee or Licensor, their agents, servants or employees, subject to limitations imposed by the Mississippi Tort Claims Act Sections 11-46-1 through 11-46-23.

21. Notice. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service which provides signed acknowledgments of receipts (including Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
2320 Riverside Drive
Jackson, MS 39202
(601) 960-1696

with copy to: Office of the City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee:
Roberts Radio Broadcasting, LLC
1408 N Kingshighway Blvd., Suite 300
St. Louis, MO 63113
Attn.: Steven C. Roberts

With a copy, which shall not constitute notice, to:

Rubin, Winston, Diercks, Harris & Cooke, LLP

1250 Connecticut Avenue, N.W., Suite 700
Washington D.C. 20036
Attn.: James L. Winston

The parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

22. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. Attorney's Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due or to become due hereunder, in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

24. Non-Waiver. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

25. Alteration. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

26. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be approved by Licensor hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

27. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

28. Law Venue: This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Exhibit A

Savannah Tower Location and Description

Roberts Radio Broadcasting, LLC proposes to install low power FM booster system utilizing a 2 element single level antenna Model Jampro JAVA to be located on a single leg of the Savannah Site tower located at 3792 I-55 South, Exit 90A, Jackson, MS 39212. The antenna would be connected using a ½” foam type coaxial cable connecting to a small 3’x3’x6’ equipment shelter on the ground positioned as per direction of the Division of Telecommunications of the City of Jackson.

Riverside Tower Location and Description

Roberts Radio Broadcasting, LLC proposes to install low power FM booster system utilizing a 2 element single level antenna Model Jampro JAVA to be located on a single leg of the Riverside Site tower located at 2320 Riverside Drive, Jackson, MS 39202. The antenna would be connected using a ½” foam type coaxial cable connecting to a small 3’x3’x6’ equipment shelter on the ground positioned as per direction of the Division of Telecommunications of the City of Jackson.

Exhibit B Legal Description of the Easements to be determined.

Exhibit C Site Plan to be determined.

Exhibit D Equipment to be determined.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute two Antenna Site License Agreements with Roberts Radio Broadcasting, LLC which contains the provisions in this Order.

IT IS THEREFORE ORDERED that the Mayor may perform those actions necessary to affect the purpose of this Order with the exception of expending municipal funds without funds without further approval of the Jackson City Council.

IT IS THEREFORE FURTHER ORDERED that municipal personnel may be used and are authorized to perform those acts necessary for the achievement of the objectives of this order; however, municipal personnel may not agree to the expenditure of municipal funds or attempt to expend municipal funds in contradiction of municipal procedure or the laws of the State of Mississippi.