



**REVISED**

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

**May 10, 2022**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR RICCO D. VANCE OF JORDAN GROVE M.B. CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)**
3. **ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (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 MARCH 24, 2015, JUNE 27, 2019, AUGUST 6, 2019, OCTOBER 1, 2019, DECEMBER 10, 2019, AND MARCH 17, 2020, IN THE FOLLOWING CASES:**

**CE-19-42 (2019-1494) CE-19-189 (2019-1228) CE-21-221 (2014-1829)  
CE-21-57 (2020-1081) CE-21-315 (2019-1342) CE-21-335 (2019-1054)**

6. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, OCTOBER 29, 2019, DECEMBER 10, 2019, AND SEPTEMBER 1, 2020, IN THE FOLLOWING CASES:**

**CE-18-431 (2018-1371) CE-21-82 (2019-1196) CE-21-822 (2019-1298)  
CE-21-91 (2019-1425) CE-21-59 (2019-1493) CE-19-38 (2019-1499)**

7. **APPROVAL OF THE APRIL 12, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
8. **APPROVAL OF THE APRIL 13, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
9. **APPROVAL OF THE APRIL 18, 2022 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**

#### **INTRODUCTION OF ORDINANCES**

10. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING EDWARDS AVENUE FROM RIDGEWAY STREET TO JOHNSTON STREET TO ROBERT "BOBBY" DAVIS DRIVE. (STOKES)**
11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING UTAH STREET FROM SUNSET DRIVE TO PARKWAY STREET TO DORIS P. SMITH DRIVE. (STOKES)**
12. **ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL. (JACKSON CITY COUNCIL)**

#### **ADOPTION OF ORDINANCE**

13. **ORDINANCE AMENDING SECTION 118-401 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI GRANTING AUTHORITY OF JACKSON REDEVELOPMENT AUTHORITY (WRIGHT, MALEMBEKA)**
14. **ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (KING, LUMUMBA)**
15. **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (KING, LUMUMBA)**

#### **REGULAR AGENDA**

16. **CLAIMS (MALEMBEKA, LUMUMBA)**
17. **PAYROLL (MALEMBEKA, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LANDLORD ESTOPPEL CERTIFICATE IN FAVOR OF THE MERCHANTS COMPANY, A MISSISSIPPI CORPORATION. (MALEMBEKA, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO**

**THE MAY 18, 2018 SERVICE AGREEMENT WITH WINDSTREAM COMMUNICATIONS TO UPGRADE INTERNET AND NETWORK SERVICE AT FOUR FACILITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI. (MALEMBEKA, LUMUMBA)**

20. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF WILLIE A. COOPER, SR. TO THE MUNICIPAL ELECTION COMMISSION. (LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO PURCHASE AND EXECUTE A MASTER SERVICE AGREEMENT AND SERVICE LEVEL AGREEMENT WITH NEXTREQUEST TO IMPLEMENT A PLATFORM FOR MANAGING RECORDS REQUESTS FOR THE CITY OF JACKSON. (A. HARRIS, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT ENGAGEMENT AGREEMENT AND RELATED DOCUMENTS WITH CHRISTINA SPANN TO PROVIDE PROFESSIONAL SERVICES TO ASSIST AND SUPPORT THE BICENTENNIAL CELEBRATION. (KIDD, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO REVISE THE 2021/2022 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO TRANSFER FUNDS FROM THE (FUND 1) GENERAL FUND BALANCE TO THE PROFESSIONAL SERVICES CATEGORY, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00). (WARD 7) (HARRIS, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX, LOCATED NEAR 105 EAST PASCAGOULA STREET, ON JUNE 17, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00). (WARD 7) (HARRIS, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JULY 2, 2022, AT A COST OF SIXTEEN THOUSAND DOLLARS (\$16,000.00). (WARD 1) (HARRIS, LUMUMBA)**
26. **ORDER RATIFYING THE PARKS AND RECREATION DIRECTOR'S SUBMISSION OF PLANS PREPARED BY LANDRY LEWIS GERMANY ARCHITECTS, PA OF HATTIESBURG MISSISSIPPI AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF WILDLIFE FISHERIES AND PARKS FOR FUNDING TO PERFORM IMPROVEMENTS TO BUDDY BUTTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE A PROJECT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF WILDLIFE FISHERIES AND PARKS FOR A RECREATIONAL TRAIL PROGRAM GRANT IN THE AMOUNT OF \$298,652.50. (HARRIS, LUMUMBA)**
27. **ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)**
28. **ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO**

**ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS. (WARD 1) (HILLMAN, LUMUMBA)**

29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS 49 USC 5307 URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION RELATED PLANNING IN THE AMOUNT OF \$3,713,585.00 AND 49 USC 5339 BUS AND BUS FACILITIES FORMULA PROGRAM IN THE AMOUNT OF \$287,070.00. (HILLMAN, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION FOR CONSTRUCTION OF STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER TGR-0250-00(047)LPA/107200-801000. (WARDS 1, 3, 7) (KING, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100. (WARD 2) (KING, LUMUMBA)**
32. **ORDER AUTHORIZING PAYMENT OF \$6,446.34 TO SAFECO INSURANCE COMPANY AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM. (C.MARTIN, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-06. (WARDS 2, 3, and 4) (C.MARTIN, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS F O R PUBLIC INFRASTRUCTURE PROJECT 2022-15. (WARD 7) (C.MARTIN, LUMUMBA)**
35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-17. (WARD 1) (C.MARTIN, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-18. (WARDS 1, 3, and 4) (C.MARTIN, LUMUMBA)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS F O R PUBLIC INFRASTRUCTURE PROJECT 2022-19. (WARD 2) (C.MARTIN, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS PROVIDING FUNDING TO THE CITY OF JACKSON FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE CITY PLANETARIUM. (WARD 7) (C.MARTIN, LUMUMBA)**
39. **ORDER APPOINTING ROSLYN SMITH AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)**

**DISCUSSION**

40. **DISCUSSION: GANGS (STOKES)**
41. **DISCUSSION: UPDATE: MRS. RUTH H. MCELROY HARRION (STOKES)**
42. **DISCUSSION: PENDING LITIGATION (LINDSAY)**
43. **DISCUSSION: PENDING LITIGATION (C.MARTIN)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

OFFICE OF THE CITY ATTORNEY  
5/16/22  
J. Hillman

**ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (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**, pursuant to Section 102-40, 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**, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

**WHEREAS**, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

**IT IS, THEREFORE, ORDERED** that Quik Trip is hereby denied a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has not met the necessary criteria for the requested variance.

Public Hearing  
Agenda Item No. 2  
Agenda Date: May 6, 2022  
(Hillman, Lumumba)

**IT IS FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances 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.

Item # \_\_\_\_\_

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

By: (Hillman, Lumumba)

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

3/29/2022  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3. <b>Who will be affected</b>	N/A																																													
4. <b>Benefits</b>	N/A																																													
5. <b>Schedule (beginning date)</b>	N/A																																													
6. <b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE</b> (yes or no) (area)  ▪ <b>Project limits</b> if applicable	6010 I-55 N (Ward 1)																																													
7. <b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. <b>COST</b>	N/A																																													
9. <b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A																																													
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  x  </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  x  </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  x  </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  x  </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  x  </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>																																						
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  x  </u>																																						





**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** March 29, 2022

**RE:** Sign Variance

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Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

Office of the City Attorney

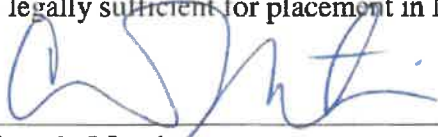
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

4/1/22  
S.M.  
SECRETARY OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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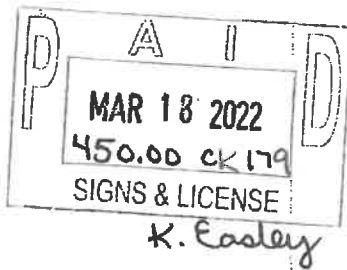
This **ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**  
**Sondra Moncure, Deputy City Attorney** *S.M.*

4/6/22

DATE



FOR OFFICE USE ONLY  
CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

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

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

### VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: \_\_\_\_\_

Email: EBikas@QuikTrip.com

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

Name: Eric Bikas  
Mailing Address: 952 Old Peachtree Road NW  
City: Lawrenceville State: GA Zip: 30043  
Contact Phone: 770-325-6722 Fax: \_\_\_\_\_  
Email: EBikas@QuikTrip.com

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

Name: Hannah Investments LLC  
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,  
City: Santa Rosa Beach State: FL Zip: 32459  
Email: LBRADSMITH@ROYALNISSAN.COM

FL  
32459

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

\_\_\_\_\_ Variance(s) \$450.00

**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.

Hannah Investments LLC

*Monique Martin Smith*

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

6010 I 55 N

Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF MISSISSIPPI FL  
COUNTY OF HINDS Walter

Personally came and appeared before me, the within named:

*Monique Martin Smith*

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.

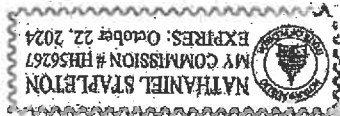
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb., 2022.

MY COMMISSION EXPIRES:

10/22/2024

*[Signature]*  
NOTARY PUBLIC





**QuikTrip**  
CORPORATE OFFICE  
4705 South 129th East Avenue  
Tulsa, Oklahoma 74134-7008  
P.O. Box 3475  
Tulsa, Oklahoma 74101-3475  
918-615-7700

City of Jackson Zoning Dept.  
219 S. President St.  
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

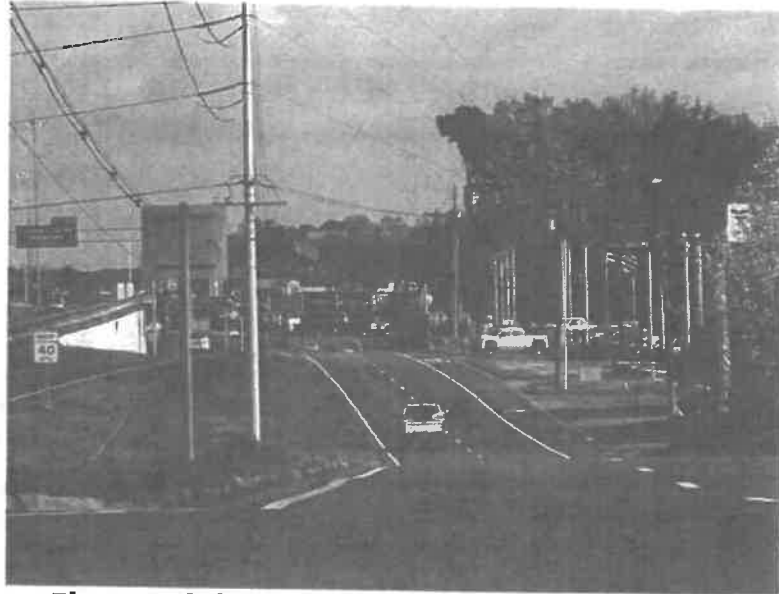
As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

**1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.**

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



*Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side*



*Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)*

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip side is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



*Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees*

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

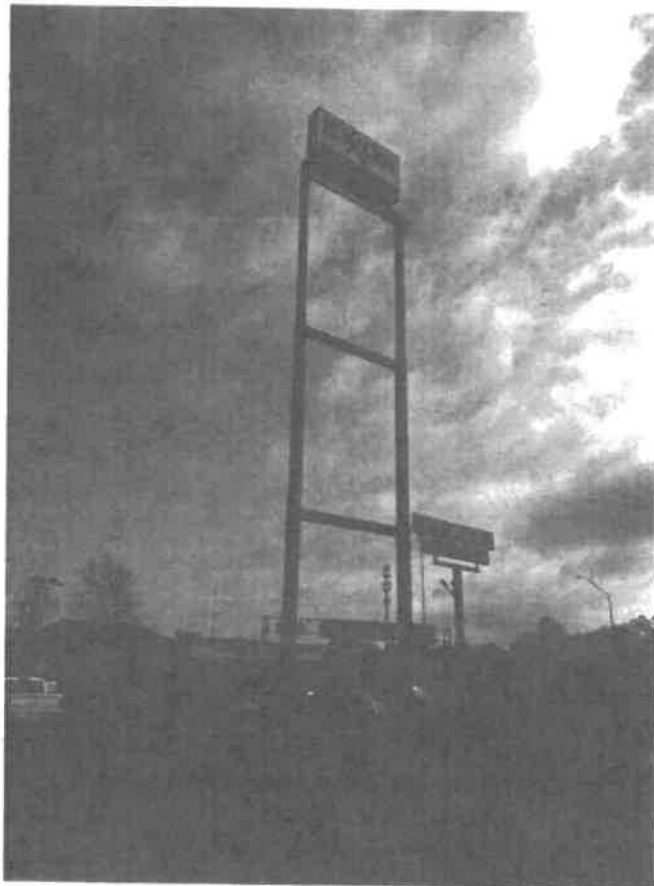


- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign  
at Northside Drive exit—just two exits from the planned QuikTrip*

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:  
Eric Bikas | Real Estate Project Manager  
952 Old Peachtree Rd. NW  
Lawrenceville, GA 30043  
ebikas@quiktrip.com  
Office: (770) 325.6722  
Mobile: (864) 982.0046

STATE OF Mississippi  
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin  
Notary Public

My Commission Expires:

6-17-2025



DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip  
Eric Bikas  
952 Old Peachtree Road NW  
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

The staff's recommendation, to the City Council, will be for denial 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 4-8-22

Zone C-3

Approved By JM

Note \_\_\_\_\_

**RECEIVED**

**APR - 8 2022**

SIGNS/LICENSE DIVISION

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

**DATE RECEIVED IN OFFICE:**

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	<u>Aluminum Frame</u>	
Wind Pressure <u>TBD by engineering</u>		<u>Plastic Inserts</u>	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS: <u>C-3</u></b>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

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

[Signature] \_\_\_\_\_  
Applicant's Signature

2/16/22 \_\_\_\_\_  
Date

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

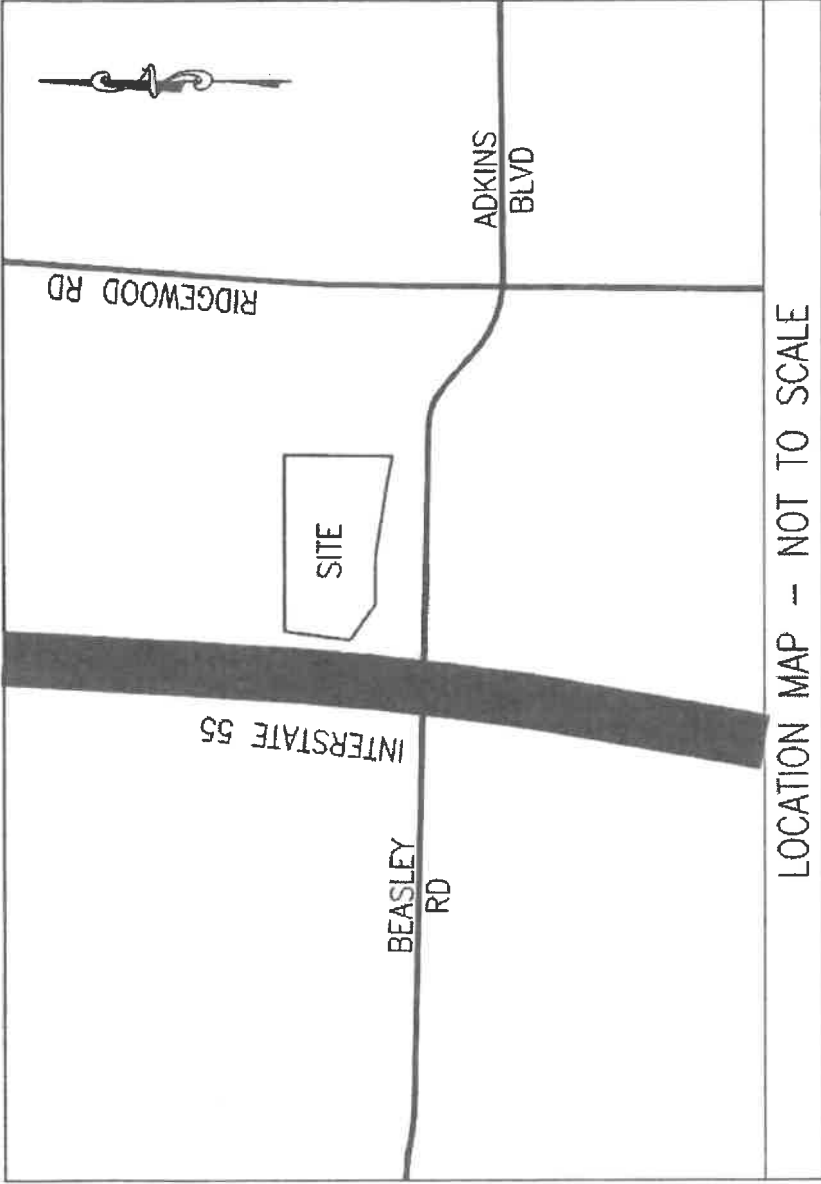




## SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the Intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the former said Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS18111), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(83) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 3/4 inch rebar; thence run South 00 degrees 45 minutes 18 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 18111), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varied), said point lying on a curve to the left, said curve having a radius of 607.37 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way, thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS18111), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 59 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.







OFFICE OF THE CITY ATTORNEY  
6/6/22

**ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (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**, pursuant to Section 102-40, 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**, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

**WHEREAS**, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

**IT IS, THEREFORE, ORDERED** that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it is 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  
Agenda Item No. 3  
Agenda Date: May 6, 2022  
(Hillman, Lumumba)

Date: \_\_\_\_\_  
By: (Hillman, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground siggs.																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3. <b>Who will be affected</b>	N/A																																													
4. <b>Benefits</b>	N/A																																													
5. <b>Schedule (beginning date)</b>	N/A																																													
6. <b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	6010 I-55 N (Ward 1)																																													
7. <b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning & Development Signs & License Division																																													
8. <b>COST</b>	N/A																																													
9. <b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A																																													
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>																																						



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** March 29, 2022

**RE:** Sign Variance

---

Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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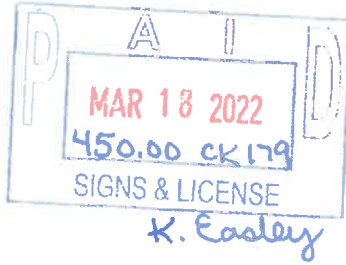
This **ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda

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

Sondra Moncure, *Deputy City Attorney* SM

4/6/22  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
4/6/22 \* SM



FOR OFFICE USE ONLY  
CASE NO.: \_\_\_\_\_

# CITY OF JACKSON, MS

## Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

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

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

### VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: \_\_\_\_\_

Email: EBikas@QuikTrip.com

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

Name: Eric Bikas  
Mailing Address: 952 Old Peachtree Road NW  
City: Lawrenceville State: GA Zip: 30043  
Contact Phone: 770-325-6722 Fax: \_\_\_\_\_  
Email: EBikas@QuikTrip.com

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

Name: Hannah Investments LLC  
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,  
City: Santa Rosa Beach State: FL Zip: 32459 FL  
32459  
Email: LBRADSMITH@ROYALNISSAN.COM

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

\_\_\_\_\_ Variance(s)                      \$450.00

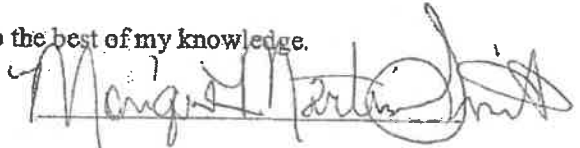


**DECLARATION:**

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.

Hannah Investments LLC



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

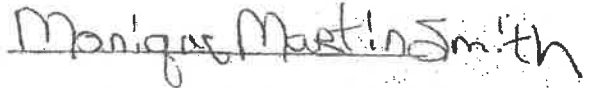
6010 IES N

Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF ~~MISSISSIPPI~~ FL  
COUNTY OF ~~HINDS~~ Walton

Personally came and appeared before me, the within named:



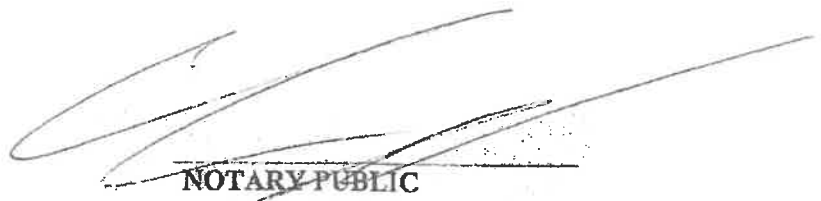
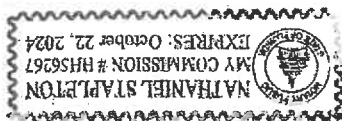
Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb., 2022.

MY COMMISSION EXPIRES:

10/22/2024

  
NOTARY PUBLIC



**QuikTrip.**  
CORPORATE OFFICE  
4705 South 129th East Avenue  
Tulsa, Oklahoma 74134-7008  
P.O. Box 3475  
Tulsa, Oklahoma 74101-3475  
918-615-7700

City of Jackson Zoning Dept.  
219 S. President St.  
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

**1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.**

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.

Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



*Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side*



*Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)*

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip side is even more off-grade and obscured from the tall

trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



*Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees*

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.

- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign  
at Northside Drive exit—just two exits from the planned QuikTrip*

This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:  
Eric Bikas | Real Estate Project Manager  
952 Old Peachtree Rd. NW  
Lawrenceville, GA 30043  
ebikas@quiktrip.com  
Office: (770) 325.6722  
Mobile: (864) 982.0046

STATE OF Mississippi  
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin  
Notary Public

My Commission Expires:

6-17-2025



DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip  
Eric Bikas  
952 Old Peachtree Road NW  
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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

Sincerely,

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

Terry Coleman, Manager  
Signs & License Division





CITY OF JACKSON  
ZONING DIVISION

Date 4-8-22  
Zone C-3  
Approved By JM  
Note \_\_\_\_\_

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	Aluminum Frame	
Wind Pressure <u>TBD by engineering</u>		Plastic Inserts	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS: <u>C-3</u></b>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
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.

2/16/22

Applicant's Signature

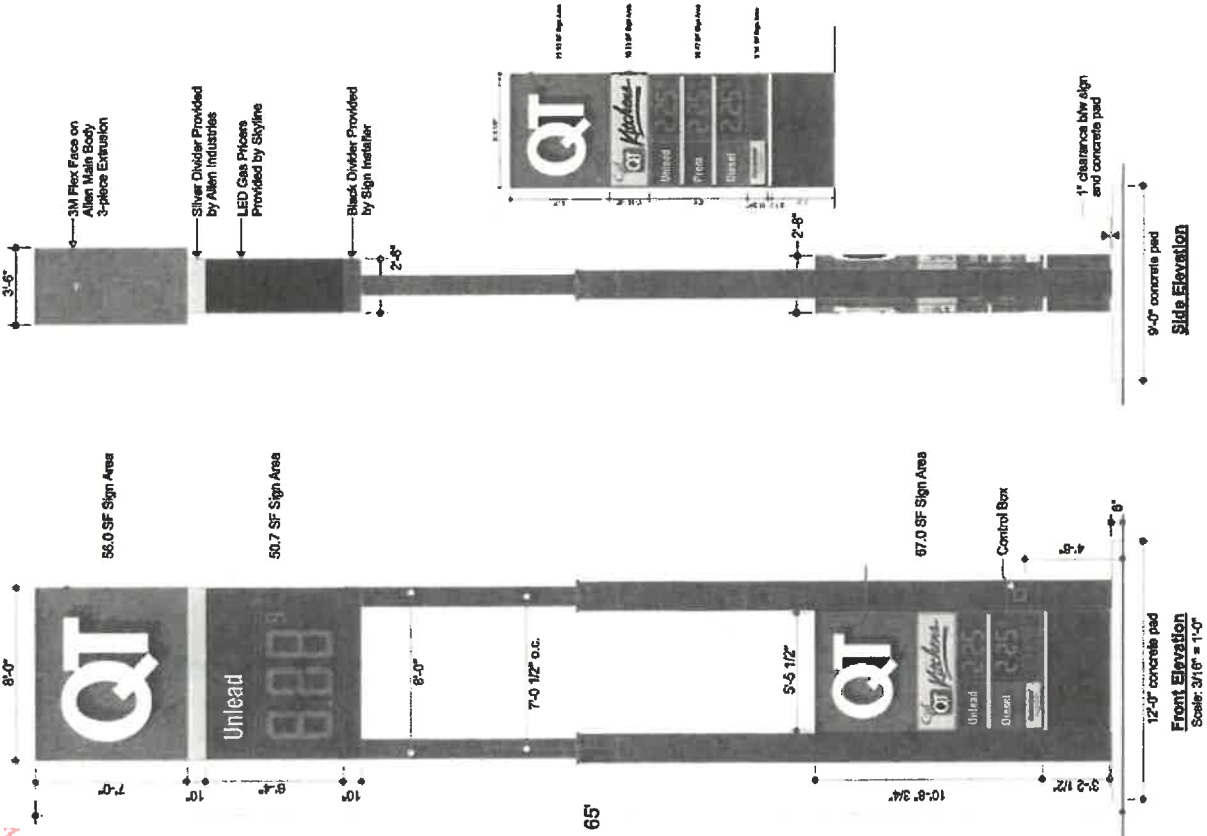
Date

Sign and License Division Manager

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



7248-HR8-ELP-ME2PGQ-CC-CS

CC High Rise Sign

- QT Logo
- Silver Fabricated Aluminum Divider
- QT Kitchens
- Gashead Gasoline
- Three 2' Product LED Gas Price Sign
- 173.7 square Feet Sign Area

Notes:

- 1.) Engineering provided by QT.
- 2.) Steel supports provided by QT.

Approved 02.15.22

*JT Kim*



7248-HR8-ELP-ME2PGQ-CC-CS

Project Information

Client: Quik Trip  
Company:

Sales House: Design: CT  
Project Manager: James Gentry

Date / Description

Date	Description
12/20/18	Issue Date
01/15/20	Rev. 1
02/14/20	Rev. 2
02/27/20	Rev. 3

Notes

- Color Specifications**  
All Paint Finishes to be Alco Nobel
- Opaque Silver
  - Translucent White
  - Black - Low Gloss
  - Matte White (Interior of Sign)
  - Match 3M Cardinal Red #9632-63
  - Match PMS 349C

Readings Fabrication, E.L. & Finish of All QT Signs:

- Visible fabrication seams and vertical joints are to be sanded smooth, filed and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from the directive must be brought to the attention of the QT Quality Control Manager without delay.



7248

Declaration

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1-800-967-2553

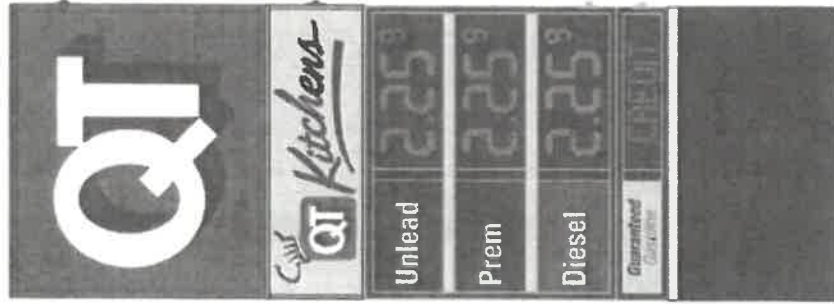
www.allenindustries.com

# Lower sign SF Breakdown

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



25.93 SF Sign Area

10.23 SF Sign Area

25.47 SF Sign Area

5.34 SF Sign Area

Same SF if 2 product or 3 product is required





RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 423+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(85) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 1/2 inch rebar; thence run South 00 degrees 49 minutes 18 seconds West for a distance of 208.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adams Boulevard (R.O.W. Varies), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adams Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adams Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 59 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.

OFFICE OF THE CLERK OF THE COURT  
4/1/22  
Hillman Lumumba

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 24, 2015, JUNE 27, 2019, AUGUST 6, 2019, OCTOBER 1, 2019, DECEMBER 10, 2019, AND MARCH 17, 2020, IN THE FOLLOWING CASES:**

<b>CE-19-42 (2019-1494)</b>	<b>CE-19-189 (2019-1228)</b>	<b>CE-21-221 (2014-1829)</b>	<b>CE-21-57 (2020-1081)</b>
<b>CE-21-315 (2019-1342)</b>	<b>CE-21-335 (2019-1054)</b>		

**WHEREAS**, administrative hearings were held on December 9, 2014, May 7, 2019, July 16, 2019, September 10, 2019, November 19, 2019, and February 25, 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 March 24, 2015, June 27, 2019, August 6, 2019, October 1, 2019, December 10, 2019, and March 17, 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 Item No. 5  
Agenda Date: May 10, 2022  
(Hillman, Lumumba)

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON OCTOBER 26, 2021, NOVEMBER 23, 2021, DECEMBER 7, 2021 AND DECEMBER 21, 2021								
Case No.	Assessed Owner	Address/Twp/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-19-42 (2019-1494)	E & O PROPERTIES LLC P O BOX 2893 RIDGELAND MS 39157	109 GAYLYN AVE/39209/4	637-154	\$7,800.00	\$780.00	\$500.00	\$9,080.00	Demolish and remove remains of burned 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.
CE-19-189 (2019-1228)	WELLS MARLON 115 DRESDEN PL RAYMOND MS 39154	412 MCDOWELL RD/39204/5	209-149	\$7,500.00	\$750.00	\$500.00	\$8,750.00	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.
CE-21-221 (2014-1829)	OSBORNE GUSS EST & THELMA EST 3424 LAMPTON AVE JACKSON MS 39213	3424 LAMPTON AVE/39213/3	422-264	\$8,200.00	\$820.00	\$500.00	\$9,520.00	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.
CE-21-57 (2020-1081)	PEPPER ELIZABETH T 319 POST OAK RD JACKSON MS 39206	319 POST OAK RD/39206/2	721-303	\$5,500.00	\$550.00	\$500.00	\$6,550.00	Demolish and remove remains of burned 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.
CE-21-315 (2019-1342)	862 REAVES LLC 5349 CROWS NEST CT FAIRFAX VA 22032	154 S SUNSET TERRACE/39212/6	626-26	\$4,246.00	\$424.60	\$500.00	\$5,170.60	Demolish and remove remains of burned 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.
CE-21-335 (2019-1054)	COTTRELL JONATHAN 149 LEA CIR JACKSON MS 39204	207 LEA CIR/39204/6	630-209	\$11,672.00	\$1,167.20	\$500.00	\$13,339.20	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.
GRAND TOTAL							\$52,409.80	

**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: APRIL 12, 2022  
BY: (HILLMAN, LUMUMBA)



# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 3/31/2022**

**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.



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

**04/12/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																														
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.																																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																														
3.	<b>Who will be affected</b>	All City of Jackson residents																																														
4.	<b>Benefits</b>	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.	<b>Schedule (beginning date)</b>	Following scheduled City Council date																																														
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide																																														
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	<b>COST</b>	\$0																																														
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																														
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: right;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 20%;">N/A</td> <td style="width: 5%;">_____</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
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Office of the City Attorney

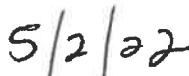
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This RESOLUTION ADJUDICATING COST AND PENALTY FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 24, 2015, JUNE 27, 2019, AUGUST 6, 2019, OCTOBER 1, 2019, DECEMBER 10, 2019, AND MARCH 17, 2020, IN THE FOLLOWING CASES: CE-19-42(2019-1494), CE-19-189(2019-1228), CE-21-221(2014-1829), CE-21-57(2020-1081), CE-21-315(2019-1342), CE-21-335(2019-1054) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
5/2/22 S.M.



OFFICE OF THE CITY ATTORNEY  
4/11/22  
Sum

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, OCTOBER 29, 2019, DECEMBER 10, 2019, AND SEPTEMBER 1, 2020, IN THE FOLLOWING CASES:**

CE-18-431 (2018-1371)	CE-21-82 (2019-1196)	CE-21-822 (2019-1298)	CE-21-91 (2019-1425)
CE-21-59 (2019-1493)	CE-19-38 (2019-1499)		

**WHEREAS**, administrative hearings were held on September 17, 2018, July 9, 2019, October 8, 2019, and November 19, 2019, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on August 6, 2019, October 29, 2019, December 10, 2019, and September 1, 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 Item No. 6  
Agenda Date: May 10, 2022  
(Hillman, Lumumba)

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON FEBRUARY 1, 2022, FEBRUARY 15, 2022 AND MARCH 1, 2022									
Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed	
CE-18-451 (2018-1371)	RFB RENTAL MS LLC 1795 ALYSHEBA WAY STE 3206 LEXINGTON KY 40509	3209 DOWNING ST/ 39216/7	56-29-1	\$4,508.00	\$450.80	\$500.00	\$5,458.80	Demolish and remove remains of burned 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.	
CE-19-98 (2019-1498)	KLOUSIA CLIFFORD J & ANN M 2720 HILLSIDE DR JACKSON MS 39204	2720 HILLSIDE DR/39204/5	209-100	\$7,000.00	\$700.00	\$500.00	\$8,200.00	Demolish and remove remains of burned 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.	
CE-21-59 (2019-1493)	MCELROY MILTON 180 NEWBURY ST APT 2402 DANVERS MA 01923	103 GAYLYN AVE/39209/4	637-152	\$8,000.00	\$800.00	\$500.00	\$9,300.00	Demolish and remove remains of burned 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.	
CE-21-82 (2019-1196)	RENAISSANCE REAL ESTATE LLC P O BOX 721152 BYRAM MS 39272	1014 GARDEN PARK DR/39204/6	631-270	\$5,000.00	\$500.00	\$500.00	\$6,000.00	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.	
CE-21-91 (2019-1425)	RICKER PROPERTIES LLC 412 WARREN PL MADISON MS 39110	2814 OAK FOREST DR/39212/6	628-20	\$4,899.00	\$489.90	\$500.00	\$5,888.90	Demolish and remove remains of burned 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.	
CE-21-822 (2019-1298)	TAYLOR GENEVA H 3485 FOREST HILL RD JACKSON MS 39212	3485 FOREST HILL RD/39212/4	851-66	\$6,500.00	\$650.00	\$500.00	\$7,650.00	Demolish and remove remains of burned 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.	
							GRAND TOTAL	\$42,497.70	

**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: April 12, 2022  
BY: (HILLMAN, LUMUMBA)



# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 3/31/2022**

**Re: Agenda Item**

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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.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **04/12/2022**  
**DATE**

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

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This RESOLUTION ADJUDICATING COST AND PENALTY FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 6, 2019, OCTOBER 29, 2019, AND SEPTEMBER 1, 2020, IN THE FOLLOWING CASES: CE-18-431(2018-1371), CE-21-82(2019-1196), CE-21-86(2019-1252), CE-21-822(2019-1298), CE-21-91(2019-1425) CE-21-59(2019-1493), CE-19-38(2019-1499) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* J.M.

5/2/22

DATE

4/1/22  
OFFICE OF THE CITY ATTORNEY  
S.M.





**ORDINANCE OF THE CITY COUNCIL OF JACKSON,  
MISSISSIPPI HONORARY RENAMING EDWARDS AVENUE FROM RIDGEWAY  
STREET TO JOHNSTON STREET TO ROBERT “BOBBY” DAVIS DRIVE.**

**WHEREAS**, Mr. Robert “Bobby” Davis, a young man who dedicated his life to helping change the lives of youth from crime and violence had his own life taken by gun violence; and

**WHEREAS**, Mr. Robert “Bobby” Davis founded the Better Men Society and joined with other community members to show the youth a better way of life; and

**WHEREAS**, Mr. Robert “Bobby” Davis shall never be forgotten by the honorary designation of this street in his honor.

**NOW, THEREFORE, BE IT ORDAINED**, that the Jackson City Council hereby honorary renames Edwards Avenue from Ridgeway Street to Johnston Street to Robert “Bobby” Davis Drive.

SO ORDAINED, this the \_\_\_\_\_ day of May, 2022.

Agenda Item No.

10

Date: May 10, 2022

BY: STOKES

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING UTAH STREET FROM SUNSET DRIVE TO  
PARKWAY STREET TO DORIS P. SMITH DRIVE

WHEREAS, Mrs. Doris P. Smith was an educator, community organizer and the first Black woman to serve as a member of the Jackson City Council, who faithfully served in Ward Three from 1985- 1989; and

WHEREAS, Mrs. Doris P. Smith was a resident of Utah Street until her passing; and

WHEREAS, Mrs. Doris P. Smith shall never be forgotten by the honorary designation of this street in her honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Utah Street from Sunset Drive to Parkway Street to Doris P. Smith Drive.

SO ORDAINED, this the \_\_\_\_\_ day of May, 2022.

Agenda Item No. 14  
Date: May 10, 2022  
BY: STOKES AND GRIZZELL



**ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL.**

**WHEREAS**, Section 2-76 of the Jackson Code of Ordinances establishes the procedures for the review and approval of the minutes of the City Council; and

**WHEREAS**, by Ordinance adopted on December 21, 2021, the City Council authorized the City Council to approve municipal minutes presented by the Clerk of Council via majority vote and the Council President's signature.

**WHEREAS**, Mississippi Code Annotated, § 21-15-33, provides, in part:

**SECTION 1.** Section 2-76 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Pursuant to Mississippi Code Annotated, § 21-15-33, the minutes must be adopted and approved by a majority of the City Council at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon approval by a majority of the City Council, the Council President is authorized to execute the municipal minutes as presented by the Clerk of Council. In the absence of the Council President, the Council Vice-President is authorized to execute the municipal minutes presented by the Clerk of Council.

**WHEREAS**, it is recommended that Section 2-76 of the Jackson Code of Ordinances be amended to comply with Mississippi Code Annotated, § 21-15-33.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Section 2-76 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Pursuant to Mississippi Code Annotated, § 21-15-33, the minutes must be adopted and approved by a majority of the City Council at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon approval by a majority of the City Council, the Council President and **Mayor are** authorized to execute the municipal minutes as presented by the Clerk of Council. In the absence of the Council President, the Council Vice-President is authorized to execute the municipal minutes presented by the Clerk of Council. **If the mayor is absent, the minutes shall be approved by a signature of a majority of all council members.**

**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.

Introduction of Ordinance  
Agenda Item No. 15  
Agenda Date: May 10, 2022  
(Jackson City Council)

**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.

**ORDINANCE AMENDING SECTION 118-401 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI GRANTING AUTHORITY OF JACKSON REDEVELOPMENT AUTHORITY**

**WHEREAS**, the Jackson Redevelopment Authority (JRA) is an urban renewal agency created pursuant to Miss. Code Ann. § 43-35-33; and

**WHEREAS**, Miss. Code Ann. § 43-35-33 has been updated and revised in previous years without changes being made to Section 118-401; and

**WHEREAS**, there is a need to modify Section 118-401 to conform with Miss. Code Ann. § 43-35-33; and

**WHEREAS**, Section 118-401 of the Code of Ordinances, should be amended as follows:

There is hereby delegated to the Jackson Redevelopment Authority, created pursuant to MCA 1972, § 43-35-33, the following **rights**, powers, **functions**, duties and responsibilities as authorized by House Bill No. 628, Laws of Mississippi, Regular Legislative Session, 1970:

- (1) The Jackson Redevelopment Authority shall be vested with all of the urban renewal project powers as delineated in Miss. Code Ann. § 43-35-1 et seq. in the same manner as though all such powers were conferred on the Jackson Redevelopment Authority instead of the municipality.
- (2) The power and authority to establish and construct municipal parking facilities for motor vehicles belonging to members of the general public, and to rent, lease, purchase, or acquire by the power of eminent domain, in any manner now authorized by law for the acquisition of land and property for public purposes, the necessary lands and property for the establishment and construction of such parking facilities and related structures.
- (3) The power and authority to prescribe rules, regulations and rates for the use and operation of such parking facilities.
- (4) The power and authority to fix and pay the compensation of necessary operating personnel.
- (5) The power and authority to rent, sell, convey, transfer, let or lease such facility and related structures or any portion thereof, or any space therein, on such terms and conditions as shall be reasonable.
- (6) The power and authority to lease or sell air rights over and adjacent to such facilities.
- (7) The power and authority to authorize commercial enterprise activities other than the parking of motor vehicles on leased property comprising any part of such parking facilities and related structures.
- (8) The power and authority to employ an executive director, technical experts and such other agents and employees, permanent and/or temporary, as required.
- (9) The power and authority to employ or retain its own counsel and legal staff.

The Jackson Redevelopment Authority shall annually submit to the governing body, on

Adoption of Ordinance  
Agenda Item No. 16  
Agenda Date: May 10, 2022  
(Wright, Malembeka)

or before March 31 of each year, a report of its activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing the report, the authority shall publish a true and correct copy of such report in a newspaper of general circulation in the community.

**THEREFORE, BE IT ORDAINED** as follows:

Section 118-401 of the Code of Ordinances, shall be amended as follows:

There is hereby delegated to the Jackson Redevelopment Authority, created pursuant to MCA 1972, § 43-35-33, the following rights, powers, functions, duties and responsibilities as authorized by House Bill No. 628, Laws of Mississippi, Regular Legislative Session, 1970:

- (1) The Jackson Redevelopment Authority shall be vested with all of the urban renewal project powers as delineated in Miss. Code Ann. § 43-35-1 et seq. in the same manner as though all such powers were conferred on the Jackson Redevelopment Authority instead of the municipality.
- (2) The power and authority to establish and construct municipal parking facilities for motor vehicles belonging to members of the general public, and to rent, lease, purchase, or acquire by the power of eminent domain, in any manner now authorized by law for the acquisition of land and property for public purposes, the necessary lands and property for the establishment and construction of such parking facilities and related structures.
- (3) The power and authority to prescribe rules, regulations and rates for the use and operation of such parking facilities.
- (4) The power and authority to fix and pay the compensation of necessary operating personnel.
- (5) The power and authority to rent, sell, convey, transfer, let or lease such facility and related structures or any portion thereof, or any space therein, on such terms and conditions as shall be reasonable.
- (6) The power and authority to lease or sell air rights over and adjacent to such facilities.
- (7) The power and authority to authorize commercial enterprise activities other than the parking of motor vehicles on leased property comprising any part of such parking facilities and related structures.
- (8) The power and authority to employ an executive director, technical experts and such other agents and employees, permanent and/or temporary, as required.
- (9) The power and authority to employ or retain its own counsel and legal staff.

The Jackson Redevelopment Authority shall annually submit to the governing body, on or before March 31 of each year, a report of its activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing the report, the authority shall publish a true and correct copy of such report in a newspaper of general circulation in the community.

By: (Wright, Malembeka)



**ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR  
AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID  
SUBDIVISION**

OFFICE OF THE CITY ATTORNEY  
4/26/22  
10:20 AM

**WHEREAS**, the Preliminary Plat for the subdivision of Waterstone Subdivision, Part Four was approved by the Site Plan Review Committee on March 24, 2022; and

**WHEREAS**, the Public Works Department recommends accepting Waterstone Subdivision, Part Four as a subdivision in the City of Jackson.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:**

**SECTION 1.** Waterstone Subdivision, Part Four is hereby accepted.

**SECTION 2.** The Mayor is authorized to sign the final plat of Waterstone Subdivision, Part Four.

**SECTION 3.** This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Adoption of Ordinance  
Agenda Item No. 17  
Agenda Date: May 10, 2022  
(King, Lumumba)

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

**March 24, 2022**  
DATE


<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	Ordinance accepting Waterstone Subdivision, Part Four and authorizing the Mayor to sign the final plat.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 7	
3.	<b>Who will be affected</b>	Current and Future Property Owners within the Subdivision	
4.	<b>Benefits</b>	Replat of existing lots	
5.	<b>Schedule (beginning date)</b>	Upon approval	
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	Waterstone neighborhood off of Roxbury Rd (Ward 7)	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Engineering Division	
8.	<b>COST</b>	No Cost to the City	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ %    WAIVER    yes _____ no _____    N/A _____ AABE _____ %    WAIVER    yes _____ no _____    N/A _____ WBE _____ %    WAIVER    yes _____ no _____    N/A _____ HBE _____ %    WAIVER    yes _____ no _____    N/A _____ NABE _____ %    WAIVER    yes _____ no _____    N/A _____	



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director 

**Date:** March 24, 2022

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

Attached you will find an agenda item accepting the Waterstone Subdivision, Part Four and authorizing the Mayor to sign the final plat. Waterstone Subdivision, Part Four is a replat of part of the previously built and platted Waterstone subdivision. It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 968-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
APR 6 2022

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE ACCEPTING WATERSTONE SUBDIVISION, PART FOUR AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, *Legal Counsel* 

4/6/22  
DATE





**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Zoning Division

**March 24, 2022**

**Mr. Richard Wise  
Waterstone, LLC  
1022 Highland Colony Parkway  
Suite 300  
Ridgeland, MS 39157**

**Re: Site Plan Review Committee  
Comments and Recommendations  
Preliminary Plat #305  
Waterstone Subdivision Part 4  
Roxbury Rd. approx. 500 ft. south of Meadowbrook Rd.**

**Dear Mr. Wise,**

**As shown on the enclosed Site Plan Clearance Document, your development received clearance on March 24, 2022.**

**The next step is to contact Mr. Robert Lee, P.E. with the Public Works Department to continue and complete the Subdivision Platting process. Mr. Lee can be reached at [rlc@city.jackson.ms.us](mailto:rlc@city.jackson.ms.us) or (601) 960-1651.**

**If you have any immediate questions or concerns, please do not hesitate to contact me at (601) 960-2253.**

**Sincerely,**

A handwritten signature in blue ink that reads "Joseph Warnsley".

**Joseph Warnsley  
Chairman, Site Plan Review Committee**

**Enclosure**

**200 South President Street | P.O. Box 17  
Jackson, Mississippi 39205-0017**

**[www.Jacksonms.gov](http://www.Jacksonms.gov)**



# Site Plan Review Clearance Document

Subject to Conditions on: March 24, 2022

## Preliminary Plat #305 Waterstone Subdivision Part 4

Applicant: Waterstone, LLC (H.C. Bailey, Jr.)  
 Location: Roxbury Rd. approx. 500 ft. south of Meadowbrook Rd.  
 Zoning Classification: R-3 (Townhouse & Zero Lot Line) Residential District  
 Representatives: Rick Wise & Colin Baird

<u>Date Received</u>	<u>Department</u>	<u>Signature</u>	<u>Date Approved</u>
3-24-2022	Zoning	<i>Joseph L. Family</i>	3-24-2022
3-24-2022	Landscape	<i>Joseph L. Family</i>	3-24-2022
3-24-2022	Architectural Design	<i>[Signature]</i>	3-24-2022
03/24/2022	Code Services	<i>Gene Wood</i>	03/24/2022
3/24/2022	Water & Sewer	<i>Mark Hester</i>	3/24/2022
3/24/22	Drainage Eng.	<i>Mark Hester</i>	3/24/2022
3/24/22	Traffic Engineering	<i>[Signature]</i>	3/24/22
3/24/22	Fire Department	<i>[Signature]</i>	3/24/22
3-24-22	Signs & License	<i>Wynne Cole</i>	3-24-22
3/24/22	Flood Control	<i>[Signature]</i>	3/24/22
3/24/22	Subdivision Engineer	<i>[Signature]</i>	3/24/22
3/24/22	Storm Water	<i>Mark Hester</i>	3/24/22
3/24/22	F.O.G.	<i>[Signature]</i>	3/24/22
3/24/2022	Legal	<i>V. James</i>	3/24/22
3-24-2022	SPRC Chairman	<i>Joseph L. Family</i>	3-24-2022

**This Document For  
Internal Use Only**

**Note: All comments by committee members to be recorded on attached sheet.**





**ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND  
AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID  
SUBDIVISION**

OFFICE OF THE CITY ATTORNEY  
4/28/22  
4/28/22

**WHEREAS**, the Preliminary Plat for the subdivision of The Junction was approved by the Site Plan Review Committee on December 17 2020; and

**WHEREAS**, the owners of The Junction shopping center between Target and Home Depot desire to divide the property into lots and common areas; and

**WHEREAS**, the Public Works Department recommends accepting The Junction subdivision as a subdivision in the City of Jackson.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:**

**SECTION 1.** The Junction subdivision is hereby accepted.

**SECTION 2.** The Mayor is authorized to sign the final plat of The Junction subdivision.

**SECTION 3.** This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Adoption of Ordinance  
Agenda Item No. 18  
Agenda Date: May 10, 2022  
(King, Lumumba)

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

**March 24, 2022**  
DATE


<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	Ordinance accepting The Junction subdivision and authorizing the Mayor to sign the final plat.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5, 7																																													
3.	<b>Who will be affected</b>	Current and Future Property Owners within the Subdivision																																													
4.	<b>Benefits</b>	Platting of the part of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels																																													
5.	<b>Schedule (beginning date)</b>	Upon approval																																													
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	The Junction Shopping Center, I-55 at County Line Rd (Ward 2)																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Engineering Division																																													
8.	<b>COST</b>	No Cost to the City																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director 

**Date:** March 24, 2022

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

Attached you will find an agenda item accepting The Junction subdivision and authorizing the Mayor to sign the final plat. The owner of The Junction desires to divide into lots and common areas the portions of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels. It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**Office of the City Attorney**

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1750

## **OFFICE OF THE CITY ATTORNEY**

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This **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.



**CATORIA P. MARTIN, CITY ATTORNEY**

Terry Williamson, *Legal Counsel*

4/8/22

DATE

- NOTES**
1. THIS PROPERTY HAS BEEN RE-ZONED FROM R-100 TO R-150. THE RE-ZONING IS SUBJECT TO THE CITY OF JACKSON'S APPROVAL AND THE STATE DEPARTMENT OF REVENUE'S APPROVAL.
  2. ALL ZONING REGULATIONS SHALL APPLY TO THIS PROPERTY.
  3. ALL ZONING REGULATIONS SHALL APPLY TO THIS PROPERTY.
  4. ALL ZONING REGULATIONS SHALL APPLY TO THIS PROPERTY.
  5. ALL ZONING REGULATIONS SHALL APPLY TO THIS PROPERTY.
  6. ALL ZONING REGULATIONS SHALL APPLY TO THIS PROPERTY.

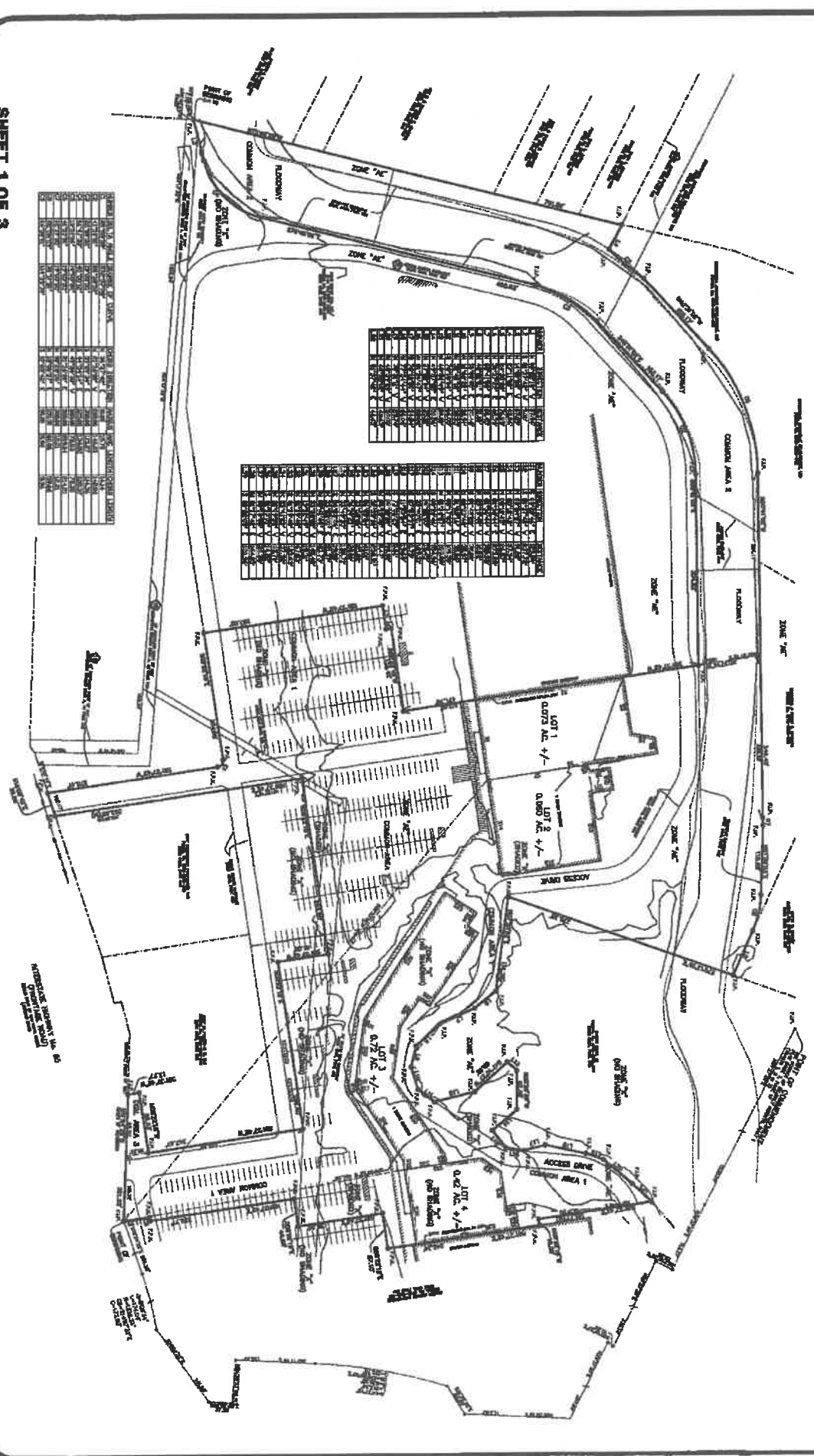
PLATTED & SURVEYED BY  
 H. D. LANG AND ASSOCIATES, INC.  
 ENGINEERS / LAND SURVEYORS  
 4099 NORTH STATE STREET  
 JACKSON, MISSISSIPPI  
 (601) 352-4886

# THE JUNCTION

SITUATED IN THE  
 WEST HALF OF THE NORTHEAST QUARTER AND  
 THE EAST HALF OF THE NORTHWEST QUARTER OF  
 SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST  
 CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

PLATTED & SURVEYED BY  
 H. D. LANG AND ASSOCIATES, INC.  
 ENGINEERS / LAND SURVEYORS  
 4099 NORTH STATE STREET  
 JACKSON, MISSISSIPPI  
 (601) 352-4886

GRAPHIC SCALE  
 (IN FEET)  
 1 inch = 100 ft.



LOT	AREA (AC +/-)	PERCENTAGE OF TOTAL AREA
LOT 1	0.889	20.00
LOT 2	0.720	16.67
LOT 3	0.620	14.29
LOT 4	0.620	14.29
TOTAL	4.449	100.00



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A LANDLORD ESTOPPEL CERTIFICATE IN FAVOR OF THE MERCHANTS COMPANY, A MISSISSIPPI CORPORATION**

OFFICE OF THE CITY CLERK  
MAY 10 2022  
J. W. PRINEY

**WHEREAS**, The Merchants Company, LLC is a Mississippi limited liability company (successor-by-conversion to The Merchants Company, a Mississippi corporation) with its principal place of business located at 1100 Edwards Street, Hattiesburg, MS 39403; and

**WHEREAS**, the City of Jackson, Mississippi and The Merchants Company entered into a Lease Agreement dated December 1, 1983, for a particular portion of land that is outlined in **Exhibit A** and located at 1340 Boling Street, Jackson, Mississippi 39209 (the "Property"), which Property is more particularly depicted on **Exhibit B**; and

**WHEREAS**, the City of Jackson is the sole owner of the fee simple estate in the particular portion of land outlined in **Exhibit A** and is the Landlord under the Lease Agreement; and

**WHEREAS**, The Merchants Company owns a fee simple portion of the Property, which is not encumbered by the Lease Agreement; and

**WHEREAS**, to the best knowledge of each party, no default exists on the part of the City of Jackson or The Merchants Company under the Lease Agreement, nor does any circumstance currently exists on the part of the City of Jackson and The Merchants Company that would amount to default; and

**WHEREAS**, The Merchants Company has sought a new title insurance policy for the Property, the underwriter for which has requested an estoppel from the City of Jackson to confirm that the Lease Agreement remains in full force and effect, without any known defaults, among other items more particularly set forth in the Landlord Estoppel Certificate presented to the City today.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Landlord Estoppel Certificate for the sole purpose of permitting The Merchants Company to obtain a title policy.

Agenda Item No. 21  
Agenda Date: May 10, 2022  
(Malembeka, Lumumba)

Date: April 22, 2022

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

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A LANDLORD ESTOPPEL CERTIFICATE IN FAVOR OF THE MERCHANTS COMPANY, A MISSISSIPPI CORPORATION						
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	CHANGES IN CITY GOVERNMENT						
3.	<b>Who will be affected</b>	N/A						
4.	<b>Benefits</b>	N/A						
5.	<b>Schedule (beginning date)</b>	N/A						
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	N/A						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	DEPARTMENT OF ADMINISTRATION						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  x  </u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  x  </u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  x  </u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  x  </u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  x  </u>

Revised 2-04






Department of Administration

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Telephone: (601) 960-1005  
Facsimile: (601) 960-1049

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Sharon Thames, Deputy Director  
Department of Administration 

**DATE:** April 22, 2022

**RE:** Merchants Company Landlord Estoppel Certificate

---

This order is authorizing The Merchants Company, to be delivered an executed Landlord Estoppel Certificate. This certificate is being issued for the sole purpose of permitting The Merchants Company to obtain a title policy.


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 LANDLORD ESTOPPEL CERTIFICATE IN FAVOR OF THE MERCHANTS COMPANY, A MISSISSIPPI CORPORATION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

5/2/22  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
5/2/22

EXHIBIT A

BN 2002 60 650

NETES AND BOUNDS DESCRIPTION

LOT NO. 21-A

THE MERCHANTS COMPANY

A parcel of land containing 6.72 acres, more or less, as shown on the attached property plat, prepared by Michael Baker, Jr., Inc., Consulting Engineers, Jackson, Mississippi and dated December 9, 1983 and being described as follows:

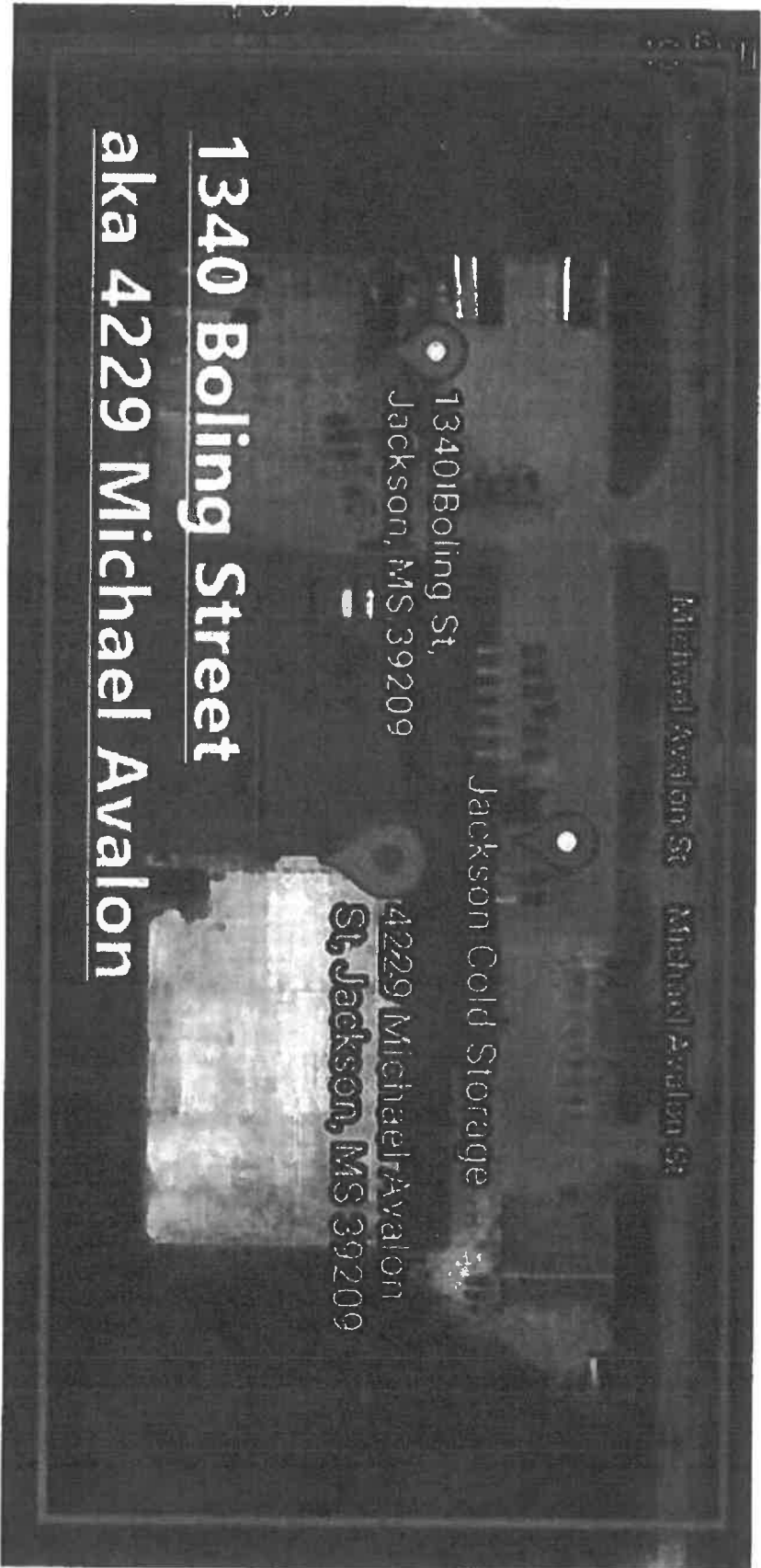
Commencing at a point located 7,416.89 feet North and 1,335.18 feet East of the southwest corner of Section 30, Township 6 North, Range 1 East, said point being the intersection of the East right-of-way line of Boling Street and the North right-of-way line of the Illinois Central Railroad Spur Line, coordinates N 671,934.48, E 528,934.72; thence East, along the North right-of-way line of the aforesaid Illinois Central Railroad Spur Line a distance of 400.29 feet to the Point of Beginning of the herein described land, coordinates N 671,934.48, E 529,335.01; thence N 0° 22' 11" W a distance of 398.13 feet to a point on the South right-of-way line of Michael Avalon Street, coordinates N 672,332.61, E 529,332.44; thence along the aforesaid South right-of-way line for Michael Avalon Street S 89° 50' 25" E a distance of 636.30 feet to a point on the West line of a 60 foot right-of-way for Town Creek, coordinates N 672,330.83, E 529,968.74; thence S 27° 12' 22" E, along the West edge of the aforesaid right-of-way for Town Creek, a distance of 445.65 feet to a point, coordinates N 671,934.48, E 530,172.47; thence West a distance of 351.01 feet to a point on the North right-of-way line of the Illinois Central Railroad Spur Line, coordinates N 671,934.48, E 529,821.46; continue thence West a distance of 486.45 feet to the aforementioned point of beginning.

This parcel of land being situated in the Southwest quarter of Section 19, Township 6 North, Range 1 East, Hinds County, Mississippi, and containing 6.72 acres, more or less of land.

All bearings and coordinates refer to the Mississippi State Plane Coordinate System, Transverse Mercator Projection, West Zone.

EXHIBIT "A" TO LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE MERCHANTS COMPANY, DATED AS OF DECEMBER 1, 1983.

**EXHIBIT B**



**1340 Boling Street**  
**aka 4229 Michael Avalon**

**LANDLORD ESTOPPEL CERTIFICATE**

This *Landlord Estoppel Certificate* is given as of the date of execution hereof by The City of Jackson, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Landlord"), in favor of The Merchants Company, LLC, a Mississippi limited liability company (successor-by-conversion to The Merchants Company, a Mississippi corporation) ("Tenant").

Now, therefore, Landlord certifies to Tenant that:

- (a) Landlord and Tenant are parties to that certain Lease Agreement dated December 1, 1983 (the "Lease") for a certain portion of the land and building located at 1340 Boling St., Jackson, MS 39209, and more particularly identified in the Lease (the "Premises").
- (b) To the Landlord's knowledge, Landlord is the sole owner of the fee simple estate in the Premises and is the Landlord under the Lease.
- (c) To the Landlord's knowledge, the Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified, or otherwise amended, except as set forth above.
- (d) The current annual rental payable by Tenant under the Lease is \$4,500.
- (e) No default exists on the part of the Landlord under the Lease, nor does any circumstance currently exist that, but for the giving of notice would be such a default. To Landlord's knowledge, no default exists on the part of the Tenant under the Lease, nor does any circumstance currently exist that, but for the giving of notice would be such a default.

The person executing this certificate on behalf of the Landlord is duly authorized to execute this certificate. This certificate is binding on Landlord and its successors and assigns and may be relied upon by the Tenant, any of Tenant's members or affiliates and/or any of their lenders and/or purchasers, and their respective successors and/or assigns, and any agents, professional advisors, or counsel of any of the foregoing.

IN WITNESS WHEREOF, Landlord has executed this *Landlord Estoppel Certificate* as of the date set forth below:

**The City of Jackson, Mississippi**

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

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

# Landroll Detail

Parcel Number	Map Reference Number	
530-50-1	557.00 1 5.00	
Subdivision No.	Homestead Exemption Account Numbers	
STR		
Assessed Owner	Assessed Values	
MERCHANTS COMPANY	Land Value	11,958
P O BOX 1351	Improvement Value	160,731
HATTIESBURG MISS 39401	Total	172,689
Location	Appraised Values	
1340 BOLING ST	Land Value	79,720
Legal Description	Improvement Value	1,071,540
BEG INT E/L BOLING ST & N/L ICRR SPUR LINE	Total	1,151,260
N 399.25 FT E 400.29 FT S 398.13 FT W	Building Info.	
400.29 FT TO POB IN S 1/2 SEC 19 T6N R1E	Type	CON
	Base Area	93,320
	Adjusted Area	93,320
	Year Built	1995
	Deed Info.	
	Book & Page	2084-0128
	Date	01/26/1973
Cultivated Acres	Acreage Info.	
0.00		0.00
Uncultivated Acres		0.00

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

# Real Property Billing Roll

Your search found 17 records.  
Page 1 of 1

Parcel	Name	Year	Charge Back	Amount Due
<u>530-50-1</u>	MERCHANTS COMPANY	2021		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2020		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2019		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2018		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2017		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2016		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2015		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2014		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2013		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2012		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2011		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2010		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2009		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2008		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2007		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2006		Paid
<u>530-50-1</u>	MERCHANTS COMPANY	2005		Paid

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

## Sondra Moncure

---

**From:** Sheila Johnson <SJohnson@trustmark.com>  
**Sent:** Wednesday, April 13, 2022 5:19 PM  
**To:** Felicia Young  
**Cc:** Sondra Moncure  
**Subject:** RE: Industrial Revenue Bond 12-1-83 \$850,000.00  
**Attachments:** Industrial Revenue Bond 12-1-83 \$850,000.00

This bond issue is not outstanding on the trust system. It is not listed on an outstanding bond issue report dated 10/4/2012.

Thanks,  
*Sheila*

**Sheila Johnson [Corporate Trust Department] Trustmark Tailored Wealth**  
Trustmark National Bank | 248 East Capitol Street Suite 1006 | Jackson, MS 39201  
Office (601) 208-5841 | ✉ [sjohnson@trustmark.com](mailto:sjohnson@trustmark.com)



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**CITY OF JACKSON**  
**Notes To Financial Statements**  
**September 30, 1993**

**Note 8 - Long-term debt (Continued):**

There are a number of requirements contained in various revenue bond ordinances. The City is in compliance with all significant requirements.

**j. Annual Maturities Requirements**

The annual requirements to amortize all debt outstanding, net of unamortized bond discount of \$1,193,000, as of September 30, 1993 including interest of \$124,989,000 are as follows (in thousands of dollars):

<u>Fiscal Year</u>	<u>Amount</u>
1994	\$ 28,777
1995	28,017
1996	27,569
1997	26,517
1998	25,081
1999 and thereafter	<u>232,981</u>
<b>Total</b>	<b><u>\$ 368,942</u></b>

**k. Industrial Revenue Bonds**

Long-term debt does not include amounts for Industrial Revenue Bonds issued under authority of Section 57-3-1 through Section 57-3-33 of the Mississippi Code of 1972, as annotated. Industrial Revenue Bonds are issued to provide funds for direct financing leases to aid industries which manufacture, process, or assemble agricultural or manufactured products or any industry engaged in storing or warehousing products of agriculture, mining, or industry. These leases are administered by trustees with terms which provide for transfer of title of property after all bonds are paid in full.

Bonds issued under provisions of the above mentioned law do not constitute an indebtedness of the municipality within the meaning of any state constitutional provision or limitation, or never give rise to the pecuniary liability of the municipality or a charge against its general credit or taxing powers, and such fact is plainly stated in the face of the bonds.

At September 30, 1993 the City of Jackson had \$26,327,399 of Industrial Revenue Bonds outstanding.

**l. Debt Defeasance**

At September 30, 1993, \$128,230,000 of outstanding general obligation bonds and revenue bonds from refundings have undergone defeasance, as follows:

General obligation bonds	\$ 42,705,000
Revenue bonds	<u>85,525,000</u>
<b>Total</b>	<b><u>\$ 128,230,000</u></b>

CITY OF JACKSON

REVENUE BOND AND INTEREST MATURITIES  
OCTOBER 1, 1984 TO FINAL PAYMENTS

DATE OF ISSUE	DESCRIPTION	FISCAL YEAR OF MATURITY	BONDS MATURING	FIRST S/A PAYMENTS*	INTEREST MATURITIES SECOND S/A PAYMENTS*
12-01-83	INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE MERCHANT COMPANY) 9.375% Q1, 75% OF FNB RATE; ORIGINAL ISSUE 12/1, 3/1, 6/1, 9/1; IN DENOMINATIONS OF \$1,000.00 ANNUAL PRINCIPAL MATURITIES 12/1	1984-85		19,921.88	19,921.88
		1984-85		19,921.88	19,921.88
		1984-85		19,921.88	19,921.88
		1985-86	80,000.00	19,921.88	19,921.88
		1985-86		18,046.88	18,046.88
		1985-86		18,046.88	18,046.88
		1986-87	80,000.00	18,046.88	18,046.88
		1986-87		16,171.88	16,171.88
		1986-87		16,171.88	16,171.88
		1987-88	80,000.00	16,171.88	16,171.88
		1987-88		14,296.88	14,296.88
		1987-88		14,296.88	14,296.88
		1988-89	80,000.00	14,296.88	14,296.88
		1988-89		12,421.88	12,421.88
		1988-89		12,421.88	12,421.88
		1989-90	80,000.00	12,421.88	12,421.88
		1989-90		10,546.88	10,546.88
		1989-90		10,546.88	10,546.88
		1990-91	80,000.00	10,546.88	10,546.88
		1990-91		8,671.88	8,671.88
		1990-91		8,671.88	8,671.88
		1991-92	80,000.00	8,671.88	8,671.88
		1991-92		6,796.88	6,796.88
		1991-92		6,796.88	6,796.88

CITY OF JACKSON

REVENUE BOND AND INTEREST MATURITIES  
OCTOBER 1, 1984 TO FINAL PAYMENTS

DATE OF  
ISSUE

DESCRIPTION

FISCAL YEAR OF MATURITY	BONDS MATURING	FIRST S/A PAYMENTS*	INTEREST MATURITIES SECOND S/A PAYMENTS*
1991-92			
1992-93	80,000.00	6,796.88	6,796.88
1992-93		4,921.88	
1992-93			4,921.88
1993-94	210,000.00	4,921.88	4,921.88
*****	850,000.00	243,315.72	223,593.84

FNB RATE MEANS THE PRIME COMMERCIAL LOAN RATE OF THE FIRST NATIONAL BANK OF JACKSON GENERALLY IN EFFECT IN THE CITY OF JACKSON, MISSISSIPPI ON UNSECURED BORROWING HAVING A 90-DAY MATURITY BY THE BANK'S MOST RESPONSIBLE AND SUBSTANTIAL DOMESTIC CORPORATE BORROWERS AS ANNOUNCED FROM TIME TO TIME BY THE BANK.

INTEREST RATE IS ESTIMATED AT 9.375% PER DISCUSSION WITH FNB OFFICIALS.

3-01-84 INDUSTRIAL DEVELOPMENT REVENUE  
(VOLARE, INC.)  
9.375% OF .75% OF FNB RATE;  
ORIGINAL ISSUE \$ 550,000.00  
12/1, 3/1, 6/1, 9/1;  
IN DENOMINATIONS OF \$5,000.00  
ANNUAL PRINCIPAL MATURITIES  
3/1

1986-85			
1984-85	55,000.00	12,890.63	
1984-85		12,890.63	
1984-85			11,601.56
1985-86	55,000.00	11,601.56	11,601.56
1985-86			
1985-86			10,312.50
1986-87	55,000.00	10,312.50	10,312.50



September 30, 2021

City of Jackson, Mississippi  
Attn: Laawanda Horton  
PO Box 17  
Jackson, MS 39205

RE: Lease Agreement dated December 1, 1983 (the "Lease") between the City of Jackson, Mississippi (the "City") and The Merchants Company, a Mississippi corporation ("Merchants")

Dear Ms. Horton,

Thank you for speaking with me regarding issues relating to the Lease. As you know, Merchants leases the real property generally identified as Hinds County tax parcel 530-50-3 from the City pursuant to the Lease. Although the initial term of the Lease expired on November 30, 1993, under section 11.6, the Lease has automatically renewed for successive one-year terms thereafter. Merchants continues to occupy the property. As we discussed, it appears that Merchants might owe the City \$63,000, which represents annual rent payments of \$4,500 each for the 14 "lease years" from December 1, 2007 – November 30, 2021. Therefore, please accept the enclosed check in the amount of \$63,000, which constitutes payment in full of all of Merchants' obligations to pay rent under the Lease with respect to those lease years.

Please accept and deposit this check for \$63,000 as payment in full for any and all obligations due as of 9/30/2021 in relation to section 11.6 of the lease referenced above.

Thank you for your attention to this matter, and please feel free to contact me if you want to discuss further.

Regards,

Andy Mercier, President

C.C Selicia Young

1100 Edwards Street - Hattiesburg, MS 39401

Image Report



ABA Number  
Serial Number 894713  
Amount \$63,000.00  
Paid Date 10/08/2021

Front

TRUSTMARK NATIONAL BANK  
HATTIESBURG, MS

**The Merchants Company**  
P O Box 1351  
Hattiesburg, MS 39401

Check No. **894713**  
Date **9/30/2021**

PAY  
**SIXTY-THREE THOUSAND AND NO/100 DOLLARS**

TO THE  
ORDER OF

**\$63,000.00**

CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON MISS 39225-2708

*Andrew B. Mercier*  
Andrew B. Mercier, President

Back

20211008000085643606  
084201278 17262 11:43  
BANCORPSOUTH 819  
TUPELO, MS 38801

20211008000085643606  
084201278 17262 11:43  
BANCORPSOUTH 819  
TUPELO, MS 38801

PAY TO THE ORDER OF  
CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON MISS 39225-2708

THE MERCHANTS COMPANY  
HATTIESBURG, MS 39401

Check No. 894713

THE ATTACHED CHECK IS IN PAYMENT OF INVOICES DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY.

DATE	TYPE	INVOICE NO.	AMOUNT	DISCOUNT	BALANCE DUE
9/30/2021	AP	LEASE0821	63,000.00	.00	63,000.00
VND- 3865		TOTALS-	63,000.00	.00	63,000.00

Batch  
4875

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

TRUSTMARK NATIONAL BANK  
HATTIESBURG, MS

The Merchants Company

Check No. 894713

P.O. Box 1867  
Hattiesburg, MS 39401

Date 9/30/2021

PAY  
SIXTY-THREE THOUSAND AND NO/100 DOLLARS

TO THE  
ORDER OF

CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON MISS

39225-2708

\$63,000.00

THE MERCHANTS COMPANY

*Andrew B. Mercier*  
Andrew B. Mercier, President

RECEIPTS



2022 11010 Payment  
 01/15/2022 16:43  
 4875 63,000.00 OFF TREAT  
 15163  
 Transaction  
 Customer  
 Frequency Code  
 and Financial Group  
 External Batch  
 Reference  
 Comment  
 (X) 504311

EFFECTIVE DATE: 10/07/2021  
 ENTRY DATE/TIME: 10/07/2021 17:43  
 CLERK: [REDACTED]  
 DEPARTMENT: [REDACTED]  
 SOURCE: [REDACTED]  
 G. E. I. DATE: 10/05/2021  
 POSTED DATE: 10/05/2021  
 BY/APP/APP: [REDACTED]  
 BATCH STATUS: Completed  
 REVERSAL STATUS: Not Reversed  
 REASON: [REDACTED]  
 PAID BY: [REDACTED]

Seq.	Am. Method	Check/Card	Applied Amount	Deposit	PAID BY	PAY DATE	Clear Date
1	CHECK	894713	63,000.00	0411003140		10/07/2021	

Line	Charge	Description	Principal Paid	Interest Paid
1	A0TR19	001 4875 RENTS AND	63,000.00	0.00

INST. PRINCIPAL PAID: [REDACTED] INTEREST PAID: [REDACTED]

No installment detail records exist.





THE MERCHANTS COMPANY  
HATTIESBURG, MS 39401

Check No. 901833

THE ATTACHED CHECK IS IN PAYMENT OF INVOICES DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY.

DATE	TYPE	INVOICE NO.	AMOUNT	DISCOUNT	BALANCE DUE
1/04/2022	AP	LEASE2022	4,500.00	.00	4,500.00
VND- 3865		TOTALS-	4,500.00	.00	4,500.00

*Set*

*Batch 5604*

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

TRUSTMARK NATIONAL BANK  
HATTIESBURG, MS

The Merchants Company

P O Box 1351  
Hattiesburg, MS 39401

Check No. 901833

Date 1/04/2022

PAY

FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

TO THE  
ORDER OF

CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON MISS

39225-2708

\$4,500.00

THE MERCHANTS COMPANY

*Andrew B. Mercer*

Andrew B. Mercer, President

LOUICONTAINS MICROPRINTING

Image Report



ABA Number [Redacted]  
Serial Number 901833  
Amount \$4,500.00  
Paid Date 01/12/2022

Front

TRUSTMANS NATIONAL BANK  
HARTLEBURG, MS

**The Merchants Company**  
P O Box 1361  
Hartlesburg, MS 39401

Check No. **901833**  
Date **1/04/2022**

**PAY**  
**FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS**

**TO THE ORDER OF**

**CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON MISS 39225-2708**

**\$4,500.00**

**THE MERCHANTS COMPANY**

*Andrew B. Mercier*  
Andrew B. Mercier, President

Back

20220112000083610562  
084201278 17262 12:07  
BANCORPSOUTH 819

20220112000083610562 TUPELO, MS 38801  
084201278 17262 12:07  
BANCORPSOUTH 819  
TUPELO, MS

THIS CHECK CONTAINS THE FULL PAYEE'S ACCOUNT NUMBER AND THE FULL PAYEE'S ACCOUNT NUMBER. IF YOU ARE THE PAYEE, YOU SHOULD HAVE BEEN NOTIFIED BY THE PAYEE'S BANK OF THE FULL PAYEE'S ACCOUNT NUMBER. IF YOU ARE THE PAYEE AND YOU HAVE NOT BEEN NOTIFIED, YOU SHOULD CONTACT THE PAYEE'S BANK IMMEDIATELY. IF YOU ARE THE PAYEE AND YOU HAVE BEEN NOTIFIED, YOU SHOULD CONTACT THE PAYEE'S BANK IMMEDIATELY. IF YOU ARE THE PAYEE AND YOU HAVE NOT BEEN NOTIFIED, YOU SHOULD CONTACT THE PAYEE'S BANK IMMEDIATELY. IF YOU ARE THE PAYEE AND YOU HAVE BEEN NOTIFIED, YOU SHOULD CONTACT THE PAYEE'S BANK IMMEDIATELY.

CO. 01/04/2022 04:20:00 PM 084201278 17262 12:07

FOR DEPOSIT ONLY  
PAY TO THE ORDER OF  
CITY OF JACKSON  
CITY TAX COLLECTOR  
BOX 22708  
JACKSON, MS 39225-2708

# City of Jackson

## RECEIPTS



2022 15581 Payments  
 Category 01 5450 Cash Receipts  
 Request 15581  
 Amount 4,500.00  
 Batch 5804 17181  
 Entered By  
 Customer  
 Property Code  
 Batch Description  
 Description  
 Reference  
 Comment

Seq.	Pat. Method	Check/Car	Check/Car	Check/Car	Pay Date								
	Total Amount	Added Amount	Deposit		Client Date								
1	CHECK	4,500.00	901833	4,500.00	01/11/2022								
<table border="1"> <thead> <tr> <th>Line</th> <th>Charge Description</th> <th>Principal Paid</th> <th>Interest Paid</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ADTR19 001 4875 RENTS AND</td> <td>4,500.00</td> <td>0.00</td> </tr> </tbody> </table>						Line	Charge Description	Principal Paid	Interest Paid	1	ADTR19 001 4875 RENTS AND	4,500.00	0.00
Line	Charge Description	Principal Paid	Interest Paid										
1	ADTR19 001 4875 RENTS AND	4,500.00	0.00										
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Inst.	Principal Paid	Interest Paid											

No Installment detail records exist.

BOOK 2162 #6: 591

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CITY OF JACKSON, MISSISSIPPI

AND

THE MERCHANTS COMPANY

LEASE AGREEMENT

**FILED**  
DECSO 1983  
AT 11:15 A.M.  
PETE WOOD, CLERK  
BY *[Signature]*

Dated as of December 1, 1983

Industrial Development Revenue Bonds  
Series 1983  
(The Merchants Company Project)

238144

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*Herckelberg S+MS*

LEASE AGREEMENT

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Page 276 for A.T.  
Security agreement &  
assignment this 9-22-87  
Alvin James, City Clerk  
By: A. L. Morgan, Sr.*

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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 December 1, 1983, 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 the City Council, the governing Body of the Issuer, and The Merchants Company, a Mississippi corporation (the "Company");

W I T N E S S E T H:

WHEREAS, the Company desires to expand a commercial 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 commercial 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 October 19, 1983, issued its Certificate of Public Convenience and Necessity Number 595R authorizing the Issuer to issue industrial revenue bonds in the principal amount not to exceed \$1,200,000;

WHEREAS, the Company has requested that the Issuer issue such bonds in the principal amount of \$850,000; and

WHEREAS, the Company, as an inducement to the Issuer to enter this Lease with the Company has agreed to guarantee unconditionally the payment of principal, premium, if any, and interest on the aforesaid bonds.

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 the Indenture shall have the same meaning in this Lease unless the context or use indicates another or different meaning or intent. 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 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.

"Advance Rent" means the amounts payable by the Company pursuant to Section 5.3(c).

"Basic Rent" means the amounts payable by the Company pursuant to Section 5.3(a) 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 registered owner of any Bond.

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

"Bonds" means the Series 1983 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.

"Business Day" means any day on which banks in the City of Jackson, Mississippi, are not required or authorized to remain closed.

"Clerk" means the Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1954, and any regulations promulgated thereunder, each as amended from time to time.

"Company" means (i) The Merchants 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, any Vice President or the Secretary or Assistant Secretary of the Company.

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

"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).

"Costs 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) Any expense of site preparation;
- (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

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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 Project, and the charges of any surveyors or engineers employed to make plans, or conduct tests or analyses, with respect to the Site;

(d) 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;

(e) 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;

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

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

(h) Interest to accrue to the Completion Date on the Series 1983 Bonds and on any funds borrowed by the Company to finance the Acquisition of the Project prior to delivery of the Bonds; and

(i) Such other additional fees, costs, expenses and expenditures of whatever nature, incidental or pertaining to the Project, including Trustee's fees and expenses 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.

"Force Majeure" means, 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; tornados; storms; floods; wash-outs; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakages or accidents to machin-

ery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

"Governmental Authority" means any Federal, State or local government, or any governmental department, commission, board, bureau, administrative authority, agency or instrumentality thereof, domestic or foreign.

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

"Guaranty" means the Guaranty Agreement of the Company of even date herewith and any amendments thereto.

"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 Counsel" means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and not an employee on a full-time basis of either the Issuer or the Company (but who or which may be regularly retained by either).

"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 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 6.6, 7.1 and 7.2. Leased Equipment shall not include

any machinery and equipment removed from the Project pursuant to Sections 6.6, 7.1 and 7.2, or the Company's own machinery and equipment installed under Section 6.7.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction).

"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 of the Trustee) incurred in the collection thereof.

"Order" means any order, writ, injunction, decree, judgment, award, determination, direction or demand issued by a court of competent jurisdiction or Governmental Authority.

"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 Section 8.11.

(g) Building and use restrictions of record which, as stated in the opinion of counsel acceptable to the Issuer, the Company and the Trustees, 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 individual, corporation, partnership, joint venture, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other legal entity as in the context may be appropriate.

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

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

"Qualified Investments" means:

(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

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(g) Such other obligations as may at any time hereafter be authorized by applicable law.

"Security" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"Series 1983 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 Hinds County, Mississippi (which real property is described in Exhibit A attached hereto), less and except any portion thereof purchased by the Company pursuant to Section 11.7.

"State" means the State of Mississippi.

"Subsidiary" means a corporation of which the Company owns, directly or indirectly, more than 50% of the Voting Stock.

"Supplemental Rent" means the amounts payable by the Company pursuant to Section 5.3(b).

"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.

"Voting Stock" means Securities of any class or classes of a corporation, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or persons performing similar functions).

#### 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 in 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.

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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 1983 Bonds for the Acquisition of the Project as herein provided.

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, is not in violation of any provision of its Certificate of Incorporation, its Bylaws or the laws of the State, 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 1983 Bonds will induce the Company to expand a commercial 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 for the distribution of food products, including frozen food products or other permissible products under 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, at 1340 Boling Street. The Building to be constructed consists of approximately 15,000 square feet of space.

(e) The Project constitutes and will constitute 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 1983 Bonds will be used for the Acquisition of 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 October 18, 1983, and no obligation relating to the Acquisition of the Project was paid or incurred prior to such date. The Project is expected to be placed in service on April 1, 1984.

(h) (i) No more than 25% of the proceeds of the Series 1983 Bonds will be used to provide one or more facilities the primary purpose of which is: retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment.

(ii) No portion of the proceeds of the Series 1983 Bonds will be used to provide the following: any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, or racetrack.

(i) The average maturity (computed in accordance with the provisions of Section 103(b) of the Code) of the Series 1983 Bonds does not exceed 120% of the average reasonably expected economic life (computed in accordance with the provisions of Section 103(b) of the Code) of the facilities being financed with the proceeds of the Series 1983 Bonds.

(j) (i) The officer of the Company executing this Lease is familiar with all financing transactions undertaken and now being planned for the Company, including tax-exempt financings by or for the Company or by or for any "related person" as defined in Section 103(b) of the Code.

(ii) There are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, for the benefit of the Company or any related person, which constitute "industrial development bonds" within the meaning of Section 103(b) of the

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Code and which (1) were or are to be sold at substantially the same time as the Series 1983 Bonds, (2) were or are to be sold at substantially the same interest rate as the interest rate of the Series 1983 Bonds, (3) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Series 1983 Bonds, and (4) are payable directly or indirectly by the Company or from the source from which the Series 1983 Bonds are payable.

(iii) There are no additional facts or circumstances which may further evidence that the Series 1983 Bonds are part of any other issue of obligations.

SECTION 2.3. Covenants and Representations of Company Regarding Tax Exemption. 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) 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 1983 Bonds as provided in Section 103(b)(6)(B) of the Code.

(b) 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 III

ISSUANCE OF BONDS

SECTION 3.1. Agreement to Issue Series 1983 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 1983 Bonds and deposit the proceeds with the Trustee for application as provided in Articles V, if accrued interest is paid, and 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 4.6);

(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, 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

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efforts to issue Additional Bonds in principal amounts as requested by the Company; provided that:

(y) 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; and

(z) 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 1983 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,

(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

(v) 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.

ARTICLE IV  
ACQUISITION OF PROJECT;  
DISBURSEMENT OF BOND PROCEEDS

SECTION 4.1. Plans; Construction of Project. At or prior to delivery of the Series 1983 Bonds the Company shall submit the Plans to the Trustee. Any material changes, alterations, extras or additions to the Plans shall be filed with the Trustee.

The Company shall construct or cause to be constructed the Building in accordance with the Plans on the Site and 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 and regulations. Upon completion of the Acquisition of the Project, the Company will furnish to the Trustee copies of all required permits and authorizations 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 the 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 the 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 April 1, 1984, or as soon thereafter as may be practicable, delays caused by Force Majeure 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 Section 5.3 as and when required without abatement, diminution or postponement.

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SECTION 4.2. Acquisition of Project by Issuer. Simultaneously with the delivery of the Series 1983 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 1983 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 1983 Bonds.

SECTION 4.3. Payment for Project. Payments of Costs of the Project by the Trustee, including Costs of the Project expended or incurred as of the time of delivery of the Series 1983 Bonds, shall be made from time to time by the Trustee out of the Acquisition Fund to the Company or any payee designated by the Company upon presentation to the Trustee (with copies to be furnished to Issuer upon its request) of:

(a) A requisition signed by a Company Representative certifying

(i) that the amounts to be paid from the Acquisition Fund have been paid or incurred 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 or incurred 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 8.11) 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,

(vi) that the Company has no knowledge of any fact which might prevent the performance by the Company of its obligations under the Lease,

(vii) that such requisition contains no request for payment on account of obligations incurred prior to the date set forth in the first sentence in Section 2.2(g),

(viii) that such obligation is for an item which is properly chargeable to the capital account of the Company for Federal income tax purposes and that payment of such obligation will not result in less than substantially all of net proceeds of the sale of the Series 1983 Bonds expended at such time being used to provide land or property of a character subject to the allowance for depreciation under Section 167 of the Code.

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 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 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.

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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 or any payee designated by 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 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 for the Acquisition of the Project have been paid or incurred, 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 or incurred.

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 final requisition delivered by the Company in the form specified in Section 4.3(a).

Upon receipt of the items specified in this Section and in Section 4.3, the Trustee shall pay to the Company or any payee

designated by the Company the amount requested in the requisition, including any retentions withheld pursuant to Section 4.3(a).

**SECTION 4.5. Disposition of Surplus Funds.** Unless the Trustee has retained any funds for the payment of Costs of the Project not then due and payable, any balance remaining in the Acquisition Fund upon the date the items referred to in Section 4.4 are delivered to the Trustee 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 principal of the outstanding Series 1983 Bonds at the earliest possible redemption date as provided in the Indenture or for payment of the principal of the outstanding Series 1983 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 1983 Bonds or any thereof to become subject to Federal income tax then in effect, or

(d) any combination of the foregoing.

If the Trustee has retained any funds for the payment of Costs of the Project not then due and payable, any balance remaining in the Acquisition fund shall be so used as soon as practicable and in any event within 60 days from the date the items referred to in Section 4.4 are delivered to the Trustee. The amount placed in escrow may be invested in Qualified Investments 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 1983 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 1983 Bonds, all in accordance with Section 103(c) of the Code. Earnings on such investment shall be deposited in the escrow fund. If the Company shall not have given instructions to the Trustee within such 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 8% of the proceeds (excluding accrued interest) received by the Issuer from sale of the Series 1983 Bonds. The Company and the Issuer shall cooperate with the Trustee and take all required action necessary to redeem the

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Series 1983 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 Qualified Investments.

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.

ARTICLE V

LEASE OF PROJECT; RENTAL PROVISIONS

SECTION 5.1. Lease 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 \$250,000, which policy shall insure the Indenture as a first mortgage lien on the Site, subject only to Permitted Encumbrances, and which shall not contain a survey or mechanic's lien exception. 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 1983 Bonds and shall terminate at midnight on November 30, 1993, unless terminated prior to that date pursuant to other provisions of this Lease; provided, however, that this Lease shall not terminate unless the principal of, 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

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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 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. The Company shall pay as Supplemental Rent the Trustee'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. Supplemental Rent shall be payable within 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 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 (y) the payments required in subsection (a) of this Section with interest thereon at the Overdue Rate and (z) the payments required under subsections (b) and (c) of this Section with interest at the rate of 12% per annum.

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 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, the Trustee or any Holder. 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

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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 6.5 and 6.6, 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 thereto.

SECTION 6.2. Taxes and Other Charges; Net Lease. The Company shall 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 shall 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, without limitation, 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

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(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, 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. 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.

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 expense, procure any 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 shall 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.

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.

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 shall 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 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 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 shall 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. 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. Insurance.** The Company shall during the Lease Term maintain, at its expense, insurance with respect to the Project against such risks as are customarily insured against by businesses of like size and type, including, without limitation:

(a) **Builder's Risk Insurance.** During the course of construction until the fire and extended coverage insurance set forth in subsection (b) below is in force, a standard form builder's risk policy on a replacement cost basis, with an "all risk" endorsement, a course of construction endorsement, and a collapse insurance provision, in an amount equal to the completed value of the Project, with loss payable to the Issuer, the Company and the Trustee.

(b) **Fire and Extended Coverage Insurance.** Upon completion of the Project and prior to the expiration of the builder's risk policy referred to in subsection (a) above, insurance against loss or damage by fire, with standard extended coverage, vandalism, and malicious mischief endorsement. Such insurance shall be in an amount equal to or exceeding the lesser of (i) the full replacement value of the Project, less the amount of the coinsurance feature authorized by this Section, or (ii) the amount required for the full redemption or retirement of all Bonds then outstanding. The proceeds of all such policies 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

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of \$100,000 payable directly to the Company. 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 Issuer shall cooperate with the Company in adjusting any such loss.

(c) Public Liability Insurance. General public liability insurance against claims for bodily injury, death or property damage occurring in connection with the Project, such insurance to afford protection to the Issuer and the Trustee of not less than \$1,000,000 combined single limit with respect to any one accident and \$1,000,000 in the aggregate. The Net Proceeds of such insurance shall be applied toward the extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

(d) Workers Compensation Insurance. Workers Compensation Insurance, including qualified self-insurance pursuant to the Mississippi Workman's Compensation Act, covering all Persons employed by the Company. The Company will cause such insurance to be maintained by any independent contractors engaged by the Company in connection with any work done on or about the Project with respect to which claims for death or bodily injury could be asserted against the Company, the Issuer or the Trustee, complying with the rules, regulations and requirements of the State from time to time in force.

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 the Trustee, make available for inspection by representatives of the Issuer or Trustee the original insurance policies herein required. The insurance required by this Section shall contain a provision that it is non-cancellable by the insurer except upon 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. Such insurance may be in the form of a blanket

insurance policy which covers not only the Project but other properties owned or leased or being purchased by the Company, which policy may contain deductible amounts, co-insurance features, loss payee endorsements and exceptions and exclusions comparable to those outlined above.

**SECTION 6.5. 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 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 impair the operating unity or productive capacity of the Project or 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 6.6. Leased Equipment. A. Substitution.** The Company may from time to time (on behalf of the Issuer) substitute machinery and equipment for any Leased Equipment, provided that the machinery and equipment so substituted shall be free of liens and security interests (other than Permitted Encumbrances), 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). 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.

B. Removal. The Company may 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 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 impair the operating unity or productive capacity of the Project or 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

(z) 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 required by the provisions of this 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 as the Issuer or Company or Trustee may reasonably request in connection with any action taken by the Issuer or Company under this Section. The Company will not remove or permit the removal of any of the Leased Equipment from the Site except in accordance with this Section.

After full payment of the principal of, premium, if any, and interest on the Bonds, the Company shall not be required to substitute any machinery and equipment or deposit the proceeds from any disposal thereof in the Bond Fund.

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

SECTION 6.7. 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

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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 6.8. 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 Section 6.4, the Issuer or the Trustee may (but unless satisfactorily indemnified shall be under no obligation to) take such action as may be necessary to cure such failure after first giving 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 of 12% per annum, 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 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 impair the operating unity or productive capacity of the Project or 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 of 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 devised 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, if less than all of the Bonds are to be redeemed, no part of any such condemnation award may be applied for such redemption unless the Company shall furnish to the Trustee a certificate of an Independent Engineer stating (i) 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 (ii) 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 (iii) 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 Sections 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.

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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

(a) the Issuer's right to indemnification and reimbursement for certain of its expenses,

(b) the Issuer's right of access under Section 12.5 and

(c) the Issuer's right to any payments in lieu of taxes,

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. Both the Issuer and the Trustee (pursuant to the Indenture) shall possess the Issuer's rights hereunder providing that notices, approvals, consents, requests and other communications be provided to or given by the Issuer.

SECTION 8.2. Compliance with Laws. The Company shall, during 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.

SECTION 8.3. Indemnification and Nonliability of Issuer. The Company agrees to pay and to indemnify and save the Issuer and the Trustee (except with respect to the Trustee in the case of a failure of the Trustee to perform any of its obligations under the Indenture referred to in subsection (d) below) harmless of, from and against, any and all claims, damages, demands, expenses, liabilities, taxes, and losses of any nature whatsoever (including, without limitation, all reasonable attorney's fees and expenses) asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with

(a) the Project including, without limitation, the Lease, the Indenture, the Bonds or the transactions contemplated thereby or the documents to be delivered in connection therewith, or the title, 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;

(b) the offering, sale and delivery or subsequent sale or distribution of the Bonds or any documents executed in conjunction therewith, including losses, claims, damages or liabilities arising under the Federal securities laws, any state blue sky laws or any other federal or state laws;

(c) the failure on the part of the Company in the performance of any of its obligations hereunder;

(d) the failure on the part of the Trustee in the performance of any of its obligations under the Indenture;

(e) the violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof which shall have existed at the commencement of the Lease Term or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof; and

(f) any contest permitted under Section 8.11.

If any action or proceeding is brought against the Issuer or the Trustee by reason of any such claim or demand, the Company, upon notice from the Issuer or the Trustee, covenants to resist and defend such action or proceeding on behalf of the Issuer and the Trustee.

Nothing contained in this Section shall be construed to indemnify or release the Issuer from its liability 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 or to indemnify or release the Trustee from its liability in connection with the Project arising from the negligence or bad faith of the Trustee.

The provisions of this Section shall survive the termination of this Lease.

**SECTION 8.4. Maintenance of Corporate Existence.** The Company agrees that during the Lease Term it shall maintain its corporate existence and otherwise comply with requirements of Section 2.6 of the Guaranty.

**SECTION 8.5. Grant of Easements.** 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

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(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 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 impair the operating unity or productive capacity of the Project or 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, the Indenture 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 8.8. Company's Performance Under Indenture; Further Assurances and Corrective Instruments, Recordings and Filings. The Company agrees, for the benefit of the Bondholders, to do and perform all acts and things contemplated in the Indenture to be done or performed by it.

The Issuer and the Company 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 and security interest created by the Indenture.

Together with the initial delivery of the financial statements required by Section 4.1(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 (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 lien upon and security interest in the Project, in the interest of the Issuer under the Lease and in all of the lease rentals, revenues and receipts receivable by the Issuer from the Project against all claims and demands of whatsoever nature, including without limitation, the claims, if any, of the 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, record-

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ing, 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 the Issuer does not deal in goods of the kind comprising components of the Project or otherwise hold itself out as having knowledge or skill peculiar to the practices or goods involved in the Project, and that the Issuer is not one to whom such knowledge or skill may be attributed by its employment of an agent or broker or other intermediary who by his occupation holds himself out as having such knowledge or skill. The Company further 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 TO 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 (TO THE EXTENT PERMITTED BY APPLICABLE LAW), 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.

SECTION 8.11. Permitted Contests. 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 (and the Company shall notify the Trustee of such contest) any

(a) taxes, assessments and other charges referred to in Section 6.2,

(b) lien, encumbrance or charge referred to in Section 6.3, or

(c) law, ordinance, Order, rule, regulation or requirement referred to in Section 8.2.

In the event of such contest, the Company may permit said taxes, assessments or other charges so contested to remain unpaid or such lien, encumbrance or charge to remain unsatisfied and undischarged 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 Independent Counsel, by nonpayment of any such items or noncompliance with such law, ordinance, Order, rule, regulation or requirement,

(w) 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 impaired,

(x) the Project or any material part thereof will be subject to loss or forfeiture,

(y) the rights or obligations of the Company under this Lease will be materially adversely affected or impaired, or

(z) the use or occupancy of the Project or any part thereof will be materially interfered with,

in which event the Company shall promptly pay and cause to be satisfied all such unpaid items and terminate such contest. The Issuer shall cooperate fully with the Company in any such contest, except where the Issuer is an adverse party to the Company.

Each such contest shall be promptly prosecuted to a final conclusion. No such contest shall subject the Issuer or the Trustee to the risk of any material civil liability or any crimi-

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nal liability, and the Company shall give such reasonable security to the Issuer and the Trustee as may be demanded by the Issuer or the Trustee to insure compliance with the foregoing provisions of this Section. The foregoing shall not constitute a waiver by the Issuer of any civil or criminal remedies otherwise available to the Issuer against the Company.

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, or (y) an assignment or sublease between the Company and a wholly owned subsidiary of the Company.

The Company shall, within 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 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 provisions of subsection (b) 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 6.1, 6.2 and 6.4, the Company shall not be deemed in default during the continuance of such inability. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided 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. No delay or omission to exercise any right or power occurring upon any default, omission or failure of performance hereunder 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

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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 the Trustee, and the 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 incurs 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.

## 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 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 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 6 consecutive months, or (ii) such damage or destruction would prevent the Company from carrying on its normal operation therein for a period of 6 consecutive months, 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.

(b) Title to, or the temporary use of, all or substantially all of the Project shall have been taken under the exercise of

800 2962 40:642

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 6 consecutive months).

(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 which, in the judgment of the Company, renders the continued operation of the Project uneconomical.

(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 6 consecutive months.

(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 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) \$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 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 Bond 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 \$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 hereinabove 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 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 11.6. 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 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 6 months prior to the then termination date. The cash rental payable by the Company for each one year renewal term shall be \$4,500, provided, that if the Project is subject to ad valorem taxation during such renewal term year, any amount payable by the Company as ad valorem taxes shall be credited

BOOK 2962 PAGE 644

against such rental obligation, but otherwise all the terms and conditions contained herein to the extent applicable shall apply during each such renewal term, except that (a) the provisions of Sections 6.1, 6.3, 6.4, 7.1, 7.2, and 8.4 shall not apply and (b) the Company shall thereupon have sole right to any insurance proceeds or condemnation award relating to 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, the Issuer shall enter into the Indenture pursuant to which the Issuer shall convey and assign in trust unto the Trustee (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 to the Company:

The Merchants Company  
Post Office Box 1351  
Hattiesburg, Mississippi 39401  
Attention: Secretary

If to the Issuer:

City of Jackson, Mississippi  
City Hall  
Jackson, Mississippi 39201  
Attention: City Clerk

BROX 2962 P. 646

If to the Trustee:

First National Bank of Jackson  
248 E. Capitol  
Jackson, Mississippi 39201  
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 and 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 thereof 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 and amendment hereof, shall be recorded in the office of the Clerk of the Chancery Court of the First Judicial District 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 Company 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.

BID NO. 2962 PAGE 648

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 acknowledgements hereto.

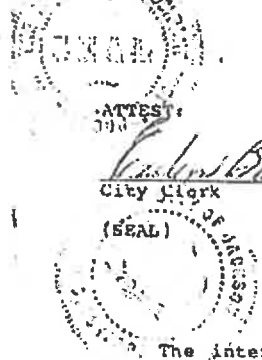
THE MERCHANTS COMPANY

BY: George R. Hall  
TITLE: President

ATTEST:  
[Signature]  
TITLE: Secretary  
(SEAL)

CITY OF JACKSON, MISSISSIPPI

BY: [Signature]  
Mayor



ATTEST:  
[Signature]  
City Clerk  
(SEAL)

NOTICE OF ASSIGNMENT

The interest of the Issuer in and to this Lease Agreement and all lease rentals, revenues and receipts receivable hereunder have been assigned to the Trustee under the Indenture.

BOOK 2962 PAGE 649

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DALE DAVIS, JR. and EVELYN B. BALLARD, 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, the 28<sup>th</sup> day of December, 1983.

Elizabeth L. McDonald  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires August 13, 1984.

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named George R. Hall and Robert O. Tatom, who acknowledged to me that they are the President and Secretary of The Merchant's 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 21<sup>st</sup> day of December, 1983.

Frances McArthur  
NOTARY PUBLIC

My Commission Expires:  
May 13, 1984

BOOK 2962 PAGE 650

METES AND BOUNDS DESCRIPTION

LOT NO. 21-A

THE MERCHANTS COMPANY

A parcel of land containing 6.72 acres, more or less, as shown on the attached property plat, prepared by Michael Baker, Jr., Inc., Consulting Engineers, Jackson, Mississippi and dated December 9, 1983 and being described as follows:

Commencing at a point located 7,416.89 feet North and 1,335.18 feet East of the southwest corner of Section 30, Township 6 North, Range 1 East, said point being the intersection of the East right-of-way line of Boling Street and the North right-of-way line of the Illinois Central Railroad Spur Line, coordinates N 671,934.48, E 528,934.72; thence East, along the North right-of-way line of the aforesaid Illinois Central Railroad Spur Line a distance of 400.29 feet to the Point of Beginning of the herein described land, coordinates N 671,934.48, E 529,335.01; thence N 0° 22' 11" W a distance of 398.13 feet to a point on the South right-of-way line of Michael Avalon Street, coordinates N 672,332.61, E 529,332.44; thence along the aforesaid South right-of-way line for Michael Avalon Street S 89° 50' 25" E a distance of 636.30 feet to a point on the West line of a 60 foot right-of-way for Town Creek, coordinates N 672,330.83, E 529,968.74; thence S 27° 12' 22" E, along the West edge of the aforesaid right-of-way for Town Creek, a distance of 445.65 feet to a point, coordinates N 671,934.48, E 530,172.47; thence West a distance of 351.01 feet to a point on the North right-of-way line of the Illinois Central Railroad Spur Line, coordinates N 671,934.48, E 529,821.46; continue thence West a distance of 486.45 feet to the aforementioned point of beginning.

This parcel of land being situated in the Southwest quarter of Section 19, Township 6 North, Range 1 East, Hinds County, Mississippi, and containing 6.72 acres, More or less of land.

All bearings and coordinates refer to the Mississippi State Plane Coordinate System, Transverse Mercator Projection, West Zone.

EXHIBIT "A" TO LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE MERCHANTS COMPANY, DATED AS OF DECEMBER 1, 1983.



LIST OF EQUIPMENT

- Storage Racks
- 1 Datsun electric fork lift
  - 2 Barrett tuggers
  - 2 Barrett electric pallet jacks
  - 10 dolly trailers
  - 3 6x6 Frick compressors
  - 2 5x5 Frick compressors
  - 1 50 h.p. Frick booster compressor Model #MRI-90-8
  - 3 Frick air cooling units Model CFB 306
  - 1 suction accumulator 30' x 8'
  - 1 pumper drum 20' x 5'
  - 1 inter-cooler 24' x 8'
  - 1 Frick evaporative condensor Model HCU-85A

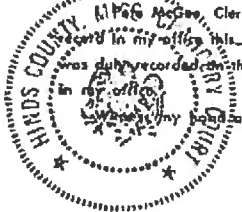
EXHIBIT "B"  
 TO LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND  
 THE MERCHANTS COMPANY DATED AS OF DECEMBER 1, 1983.

STATE OF MISSISSIPPI, County of Hinds:

PETE McGEE, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 30 day of DECEMBER 1983, at 11:20 o'clock P. M., and was duly recorded on the 3 day of JANUARY 1984, Book No 2962, Page 590.

In my office and seal of office, this the 3 day of JANUARY 1984.

PETE McGEE, Clerk  
 By P. H. Anderson D. C.



*Jan*



OFFICE OF THE CITY ATTORNEY  
SKM  
4/20/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MAY 18, 2018 SERVICE AGREEMENT WITH WINDSTREAM COMMUNICATIONS TO UPGRADE INTERNET AND NETWORK SERVICE AT FOUR FACILITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, on May 8, 2018, the Jackson City Council authorized the Mayor to execute an agreement with Windstream Communications for the installation of T1 Digital Technology in each Jackson community center and other properties: and

**WHEREAS**, the Information Systems Division needs to increase the network connection speed at the Smith Robertson Community Center, Jackson Battlefield Park Community Center, Champion Senior Center and Gymnasium, and the Municipal Art Center; and

**WHEREAS**, the procurement for the acquisition of a contract for purely internet services is exempt from the competitive bidding requirements provided in the public purchasing statutes; and

**WHEREAS**, the Information Systems Division believes Windstream has proposed the best possible service at the lowest available prices, as follows:

1. 839 N State Street (Municipal Art Gallery)

Ethernet Access – 3 Mb	Included
Managed Router Equipment	Included
Managed Router Service – Advanced	Included
MPLS VPN Service – 3 Mb Intrastate	Included
Quality of Service	Included
<b>Total:</b>	<b>\$627.67</b>
  
2. 505 John Hart Street (Smith Robertson Community Center)

Ethernet Access – 3 Mb	Included
Managed Router Equipment	Included
Managed Router Service – Advanced	Included
MPLS VPN Service – 3 Mb Intrastate	Included
Quality of Service	Included
<b>Total:</b>	<b>\$612.67</b>
  
3. 953 West Porter Street (Battlefield Park)

Ethernet Access – 3 Mb	Included
Managed Router Equipment	Included
Managed Router Service – Advanced	Included
MPLS VPN Service – 3 Mb Intrastate	Included
Quality of Service	Included
<b>Total:</b>	<b>\$612.67</b>
  
4. 1355 Hattiesburg Street (Champion Senior Center and Gymnasium)

Ethernet Access – 3 Mb	Included
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Agenda Item No. 22  
Agenda Date: May 10, 2022  
(Malembeka, Lumumba)

Managed Router Equipment	Included
Managed Router Service – Advanced	Included
MPLS VPN Service – 3 Mb Intrastate	Included
Quality of Service	Included
	<b>Total: \$627.67</b>

**WHEREAS**, the Information Systems Division recommends this networking internet service for the four facilities alike from Windstream to continue providing connectivity to the City of Jackson’s voice and data networks; and

**WHEREAS**, Windstream proposes a thirty-six (36) month agreement commencing upon the execution of the “Amendment to Windstream Agreement” through March 31, 2015, at a cost not to exceed \$89,304.48; and

**WHEREAS**, the proposed “Amendment to Windstream Agreement” will not alter the terms and conditions outlined in the May 18, 2018 agreement but will update the services existing at the four facilities alike; and

**IT IS THEREFORE ORDERED** that the Mayor is hereby authorized to execute the “Amendment to Windstream Agreement” to upgrade the network connection speeds at the Smith Robertson Community Center, Jackson Battlefield Park Community Center, Champion Senior Center and Gymnasium, and the Municipal Art Center at a cost not to exceed \$89,304.48 beginning upon execution through March 31, 2025.

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

**4-5-2022**  
**DATE**

(as revised 3/6/01)

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description</b>				
2.	<b>Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MAY 18, 2018 SERVICE AGREEMENT WITH WINDSTREAM COMMUNICATIONS TO UPGRADE INTERNET AND NETWORK SERVICE AT FOUR FACILITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI			
3.	<b>Who will be affected</b>	City Of Jackson			
4.	<b>Benefits</b>	Continued connectivity to The City of Jackson's voice and data networks			
5.	<b>Schedule (beginning date)</b>	February 1, 2022 through February 28, 2025 ( 3Year Agreement)			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	City Department, Department of Administration			
8.	<b>COST</b>	\$89,304.48 COMBINED COST For FOUR(4) FACILITIES (\$2,480.68 monthly x 36 MONTHS- 3 Years)			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Account # 004-904.00-6419			
10.	<b>EBO participation</b>	ABE _____% <u>  X  </u> AABE _____% <u>  X  </u> WBE _____% <u>  X  </u> HBE _____% <u>  X  </u> NABE _____% <u>  X  </u>	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A N/A N/A N/A N/A N/A	

Office of the City Attorney

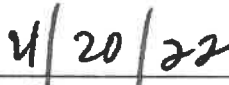
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MAY 18, 2018 SERVICE AGREEMENT WITH WINDSTREAM COMMUNICATIONS TO UPGRADE INTERNET AND NETWORK SERVICE AT FOUR FACILITIES WITHIN THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
4/20/22  
SM

**ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF WILLIE A. COOPER, SR. TO THE MUNICIPAL ELECTION COMMISSION.**

**WHEREAS**, the Municipal Election Commission consists of seven (7) members nominated by the Mayor for a term of four (4) years; and

**WHEREAS**, Joann Jones' term expired thereby creating a vacancy for Ward 2; and

**WHEREAS**, Willie A. Cooper, Sr., resident of Ward 2, after evaluation of his qualifications, has been appointed by the Mayor.

**IT IS, THEREFORE, ORDERED** that the Mayor's appointment of Willie A. Cooper, Sr. to the Municipal Election Commission for Ward 2 be confirmed with said term to expire on June 30, 2025.

Agenda Item No. 23  
Agenda Date: May 10, 2022  
(Lumumba)





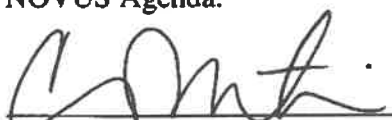
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF WILLIE A. COOPER, SR. TO THE MUNICIPAL ELECTION COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

5/4/22  
DATE



Willie A. Cooper, Sr.

### **SUMMARY**

Retired banker with a specialized background in business development, consumer lending, and business lending. I am known as a business leader with excellent communication and people skills.

### **EXPERIENCE**

BancorpSouth Bank 1973-2020  
AmSouth Bank  
First American National Bank  
Deposit Guaranty National Bank

#### **Vice President/Business Development Officer/Branch Manager**

- Originated and serviced loans. Established and maintained relationships with local business owners and assisted customers/the community with financial literacy. Managed branch staff, branch operations, and all consumer financial matters.

### **EDUCATION**

BS in Business Administration: Jackson State University: 1969-1973  
American Institute of Banking: Jackson, MS 1974-1975  
Graduate School of Banking: Louisiana State University 1983-1984  
School of Banking: University of MS 1993-1994

### **PREVIOUS COMMUNITY INVOLVEMENT**

West Jackson Community Development Corporation-Board Member/Treasurer  
Pearl Street Community Development-Board Member  
Jackson Public Schools Site Committee-Board Member and Site Consultant  
Junior Achievement-Business Consultant  
Association of Urban Bankers-Vice President and President  
MS Cultural Art Coalition-Board Member and Treasurer  
Middle MS Girl Scouts Council-Volunteer and Super Dad  
Andrew Jackson Council of Boy Scouts-Assistant Scout Master

### **REFERENCES**

Louis Wright, City of Jackson-ph# 601-960-2312-email:louisw@jacksonms.gov  
Victor Sexton, City of Jackson-ph# 601-953-4160-email:vsexton@city.jackson.ms.us  
Robert Gibbs, Attorney-ph# 601-487-2631-email:rgibbs@gibbstravis.com



OFFICE OF THE CLERK  
4/21/22

**ORDER AUTHORIZING THE MAYOR TO PURCHASE AND EXECUTE  
A MASTER SERVICE AGREEMENT AND SERVICE LEVEL  
AGREEMENT WITH NEXTREQUEST TO IMPLEMENT A PLATFORM  
FOR MANAGING RECORDS REQUESTS FOR THE CITY OF JACKSON**

**WHEREAS**, the City of Jackson, Mississippi, is required to provide access to public records to any person requesting said records in accordance with the Mississippi Public Records Act of 1983; and

**WHEREAS**, the Department of Municipal Clerk needs a user-friendly public records request software that is more efficient for managing and processing records requests throughout the City of Jackson; and

**WHEREAS**, the procurement for the acquisition of software and services is exempt from the competitive bidding requirements provided in the public purchasing statutes; however, the Department of Municipal Clerk believes NextRequest has proposed the best possible software and services at the lowest available price; and

**WHEREAS**, NextRequest is a Delaware corporation with principal offices at 460 Brannan Street, #77208, San Francisco, California 94107, and its mailing address is Post Office Box 3330, Durham, North Carolina 27702; and

**WHEREAS**, NextRequest offers a web-based system for managing records requests which include a one-year standard license and a one-time standard set up and onboarding; and

**WHEREAS**, NextRequest proposes a two-year agreement with a standard pricing plan that is \$8,388.00 for the first year and \$8,555.76 that includes a 2% annual price increase for the second year to be paid in full annually; and

**WHEREAS**, NextRequest is offering an annual subscription that includes unlimited staff users, up to ten admin-publisher's users, up to 2 TB of storage, a public request portal, public reading room, premier security package, premium email monitoring suite, email notifications, automatic reminders, task assignment and tracking, time tracking, invoicing, review and redaction features, retention features, online payments, and a one-time standard set up and onboarding; and

**WHEREAS** the agreement will renew automatically at the end of the two-year term unless NextRequest receives notice of termination from the City of Jackson sixty (60) days or more before the expiration of the two years, the Master Services Agreement will renew automatically on the same terms for an additional one year at NextRequest's then-current rates; and

**WHEREAS**, the agreement may be terminated for convenience by the City of Jackson or terminated for breach by either party; and

Agenda Item No. 24  
Agenda Date: May 10, 2022  
(A. Harris, Lumumba)

**WHEREAS**, the Department of Municipal Clerk recommends the purchase and implementation of NextRequest, to increase efficiency in the acceptance, review, and production of public records; and

**WHEREAS**, pursuant to Miss. Code. Ann. § 31-7-13, governing authorities are generally required to accept the lowest and best bid when purchasing commodities, printing and certain types of insurance, entering into contracts for garbage collection or disposal, and contracting for public construction and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law...; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to purchase and execute a Master Service Agreement and Service Legal Agreement with NextRequest to implement a platform for managing record requests, in an amount not to exceed \$8,388.00 for the first year and \$8,555.76 for the second year with a 2% annual price increase to be billed annually.

Agenda Item: \_\_\_\_\_

Date: April 26, 2022

By: A. Harris, Lumumba



# M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Mayor Chokwe Antar Lumumba  
Jackson City Council Members

**FROM:** Angela Harris, City Clerk

**DATE:** April 11, 2022

**RE:** Procurement and implementation of Next Request Applications Software

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Attached for your approval is an order authorizing the Mayor to execute a Master Service Agreement between NextRequest Company and the City of Jackson for the procurement and implementation of an open records system. This software technology is a more efficient, faster and user friendlier way to process and distribute open records requests received within the Department of Municipal Clerk. This applications software will handle all aspects of the requests processed by logging, routing, managing, calculating associated fees, generating letters, delivering the required documents and provide redacting services at no extra charge. The benefits of this particular software system will provide less processing times, faster processing and an overall more comprehensive open records management system.

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

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

April 11, 2022  
DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO PURCHASE AND EXECUTE A MASTER SERVICE AGREEMENT AND SERVICE LEVEL AGREEMENT WITH NEXTREQUEST TO IMPLEMENT A PLATFORM FOR MANAGING RECORDS REQUESTS FOR THE CITY OF JACKSON</b>																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life																																														
3. <b>Who will be affected</b>	Citizens of Jackson and City Departments																																													
4. <b>Benefits</b>																																														
5. <b>Schedule (beginning date)</b>	April 26, 2022																																													
6. <b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	City Wide																																													
7. <input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> ▪ <b>City Department</b> ▪ <b>Consultant</b>	Department of Municipal Clerk																																													
8. <b>COST</b>	\$8,388.00																																													
9. <input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ▪ <b>General Fund</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	001-428-00-6419																																													
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><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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Office of the City Attorney

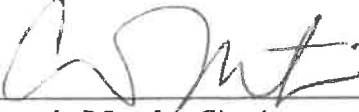
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
C.M.  
4/21/22  
aa

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO PURCHASE AND EXECUTE A MASTER SERVICE AGREEMENT AND SERVICE LEVEL AGREEMENT WITH NEXTREQUEST TO IMPLEMENT A PLATFORM FOR MANAGING RECORDS REQUEST FOR THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

5/3/22

DATE



*Proud Maker of ArchiveSocial, Monsido, and NextRequest*

## NextRequest for City of Jackson, MS

Prepared for: Angela Harris  
Prepared by: Hannah Bezeredi (NextRequest)  
Date: Apr 18, 2022

### **What do I get with NextRequest?**

*An all-in-one platform for managing records requests* across your entire agency. It's an annual subscription and includes:

- Workflow Tools
- Document Hosting & Management
- Dashboards and Custom Reporting
- Request Diversion
- Regular Product Improvements and Feature Updates
- 

### **Security?**

We protect your information using:

- SOC 2 Security Audit
- Encryption and Threat/Uptime Monitoring
- See a full overview at: [nextrequest.com/security](https://nextrequest.com/security)
- 

### **Technical Requirements?**

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations
- Works on all modern web browsers



*Proud Maker of ArchiveSocial, Monsido, and NextRequest*

## NextRequest & City of Jackson, MS Agreement

Current Date: Apr 18, 2022 (valid thru April 30, 2022)

Customer	City of Jackson, MS	Term Start	5/1/2022
Address	219 S. President St, Jackson, MS, 39201	Term End	4/30/2023
Contact	Angela Harris	Invoicing	Annual

Name	Price	QTY	Subtotal
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*Proud Maker of ArchiveSocial, Monsido, and NextRequest*

<b>NextRequest Standard License (monthly pricing, billed annually)</b>	<b>\$699.00</b>	<b>12</b>	<b>\$8,388.00</b>
<ul style="list-style-type: none"> <li>• <b>Unlimited Staff users</b></li> <li>• <b>Up to 10 Admin-Publisher users</b></li> <li>• <b>Up to 2 TB of storage</b></li> <li>• <b>Core Features:</b> <ul style="list-style-type: none"> <li>• Public Request Portal</li> <li>• Public Reading Room</li> <li>• Premier Security Package</li> <li>• Premium Email Monitoring Suite</li> <li>• Email notifications</li> <li>• Automatic Reminders</li> <li>• Task assignment and tracking</li> <li>• Time Tracking</li> <li>• Invoicing</li> </ul> </li> <li>• <b>Review and Redaction Features:</b> <ul style="list-style-type: none"> <li>• Redaction with unlimited users</li> <li>• RapidReview (Batch and Draft Redaction)</li> <li>• OCR (Optical Character Recognition)</li> </ul> </li> <li>• <b>IT &amp; Compliance Features:</b> <ul style="list-style-type: none"> <li>• Retention</li> <li>• Single Sign-On</li> <li>• Custom URL</li> <li>• Online Payments (with approved payments processor)</li> <li>• SOC 2 Type II Audit</li> <li>• CJIS &amp; HIPAA Compliance (with BAA)</li> </ul> </li> </ul>			
<b>Standard Set Up &amp; Onboarding (One-time)</b>	<b>\$1,500.00</b>	<b>0</b>	<b>\$0.00</b>
<ul style="list-style-type: none"> <li>• Dedicated Onboarding Specialist</li> <li>• Kickoff Call</li> <li>• Up to 1 dedicated training session (90 minutes)</li> <li>• Go-Live Project Plans</li> <li>• Weekly Group Training Webinars</li> <li>• In-app Training</li> <li>• Video Tutorials</li> <li>• Knowledge Base Articles</li> <li>• Service Level Agreement</li> </ul>			
		<b>Subtotal</b>	<b>\$8,388.00</b>
		<b>Total</b>	<b>\$8,388.00</b>



*Proud Maker of ArchiveSocial, Monsido, and NextRequest*

**Service Agreement**

Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest Co., with a place of business at 548 Market St., Suite PMB 77522 San Francisco, CA 94104 USA ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Renewals**

Pricing may be subject to a standard 2% annual increase to account for application improvements, new features and inflation.

**City of Jackson, MS**

**NextRequest Co.**

Signature:

Signature:

Name & Title:

Name & Title: Reed Duecy-Gibbs, CSO

Date:

Date: 04 / 18 / 2022

**Accounts Payable Info**

**Will issue PO?**

Name:

Email:

Phone:

Yes:  No:

**Download our W-9 at:** [nextrequest.com/w-9](https://www.nextrequest.com/w-9) (password: foiasoftware)

**NextRequest  
Master Service Agreement  
Version 4.0 (April 6, 2021)**

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest Co., a Delaware Corporation with principal offices at 460 Brannan St. #77208 San Francisco, CA 94107 and "Customer" means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a "Party" and together as the "Parties".

**1. Defined Terms**

- 1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
- 1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
- 1.3. "Customer Content" means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer's use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
- 1.4. "Customer User" means a person authorized by Customer, such as a Customer employee, to use the Service on Customer's behalf. Customer User does not include Requesters.
- 1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
- 1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.
- 1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory,

excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking; (v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.
- 1.9. "Requester Content" means information provided directly to NextRequest a Requester. Requester Content does not include Usage Data collected from Requesters.
- 1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.
- 1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.
- 1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.
- 1.13. "Service Providers" means third-party providers of services that are part of the Service.
- 1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

## 2. Services

- 2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.
- 2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.
- 2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.
- 2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

- 2.5. **Security.** The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at <https://www.nextrequest.com/compliance/security-policy>.
3. **Intellectual Property and Licenses.**
- 3.1. **Service.** The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.
- 3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest [Terms of Service](#). As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.
- 3.4. **Feedback and improvements.** Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.
4. **Customer Obligations and Restrictions**
- 4.1. **Security.** Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be



stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

- 4.2. **Compliance with Laws.** Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service, including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Customer will indemnify NextRequest and its Service Providers against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to such use. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.
- 4.3. **Acceptable Use Policy.** Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (v) monitor data or traffic on the Service without permission; (vi) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.
- 4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at <https://www.nextrequest.com/privacypolicy>, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at <https://www.nextrequest.com/termssofservice> which may be updated from time to time.
- 4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted

Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.

**4.6. Removal of Customer Content, Suspension of Service**

4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.

4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest, its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.

**5. Customer Representations and Warranties.** Customer represents, warrants, and covenants that:

5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;

5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;

5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;

5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against Customer in accordance with its terms;

5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;

5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.

5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.

**6. Fees and Invoicing.**

6.1. **Fees, Invoicing.** Customer will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.

6.2. **Payments Processing.** This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted

and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.

6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer.

6.4. **Taxes.** Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.

## 7. Confidential Information

7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.

7.2. **Return of Confidential Information.** Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 3.7 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.

7.3. **Notification Obligation.** If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.

8. **Publicity. In the event that customer has indicated a Publicity Contact on the Order Form,** NextRequest will request Customer's consent to use Customer's name and logo in NextRequest promotional or marketing materials by contacting the Customer Publicity Contact. If Customer does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as its customer in promotional or marketing materials, including press releases.

## 9. Term and Termination

9.1. **Term.** The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year at NextRequest's then-current rates.

9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.

9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.

- 9.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.
10. **Changes to Services.** In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.
11. **Intellectual Property Infringement and Indemnification**
- 11.1. **NextRequest's Obligations for IP Infringement.** If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 12.1 states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.
- 11.2. **Customer's Indemnification of NextRequest.** Unless prohibited under applicable law given Customer's status as a public entity, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) Customer's breach of this Agreement, including without limitation of any of Customer's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of Customer Content or Customer's use of the Service, whether or not Customer was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.
12. **Disclaimers and Limitations on NextRequest's Liability**
- 12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.
- 12.2. **Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUTOMER'S REQUIREMENTS, (B)

THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

12.3. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

### 13. General

13.1. **State Agency Piggybacking.** NextRequest agrees to allow Customer and other public agencies in the State of Mississippi to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon NextRequest in a mutually executed Order Form.

13.2. **Governing Law.** Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of Mississippi, without respect to conflict-of-laws principles.

13.3. **Arbitration.** [INTENTIONALLY REMOVED]

13.4. **Arbitration Award.** The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

13.5. **Notice.** Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.

13.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.

13.7. **Force Majeure.** Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of

- the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 13.8. **Modifications.** Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.
  - 13.9. **Entire Agreement.** The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.
  - 13.10. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
  - 13.11. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.
  - 13.12. **No Waiver.** Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
  - 13.13. **No Partnership.** The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.
  - 13.14. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
  - 13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

**NextRequest  
Service Level Agreement**

This Service Level Agreement ("SLA") defines the support obligations of NextRequest Co., a Delaware corporation ("NextRequest") to Customer, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Service Agreement.

**1. Service Guarantees**

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer's data is hosted in the United States.

**2. Service Request Process**

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

<b>Severity Level (Priority)</b>	<b>Definition</b>	<b>Initial Response Time and Channel</b>
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days <i>(phone or email)</i>
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day <i>(phone or email)</i>

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day (email)
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day (email)

### 2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

### 2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

### 2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

### 2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.



### 3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to Customer
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.



OFFICE OF THE CLERK  
MAY 10 5 14 2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT ENGAGEMENT AGREEMENT AND RELATED DOCUMENTS WITH CHRISTINA SPANN TO PROVIDE PROFESSIONAL SERVICES TO ASSIST AND SUPPORT THE BICENTENNIAL CELEBRATION.**

**WHEREAS**, the City of Jackson is in the midst of celebrating its 200<sup>th</sup> year, and the Department of Human and Cultural Services – Cultural Services Division is leading the celebration effort; and

**WHEREAS**, the remainder of the Bicentennial celebration extends through December 31, 2022, transitioning through a fiscal year, with work wrapping at the end of January 2023, making contractual services the most ideal scenario for project assistance and support; and

**WHEREAS**, the Cultural Services Division proposes that the City of Jackson enters into an agreement with Ms. Christina Spann to provide services supporting all matters of the Bicentennial Celebration during the period of May 15, 2022, through January 31, 2023; and

**WHEREAS**, Ms. Spann’s work with the Partnership for a Healthier Mississippi uniquely qualifies and equips her to reach and engage our communities regarding the Bicentennial celebration and storytelling; and

**WHEREAS**, Ms. Spann’s experience with social media, website management, event planning, and public speaking (through her successful podcast) provides the skills and services needed to assist with matters related to the Bicentennial; and

**WHEREAS**, the Cultural Services Division proposes to enter into an independent contractual relationship with Cristina Spann from May 15, 2022, through January 31, 2023, in an amount not to exceed \$34,000.00 through monthly payments; and

**WHEREAS**, the Cultural Services Division proposes to pro-rate Ms. Spann’s fee in an amount not to exceed Two Thousand Dollars (\$2,000.00) for the professional services rendered from May 15, 2022, through May 31, 2022; and

**WHEREAS**, Beginning June 1, 2022, through the remainder of the term of the proposed agreement. Ms. Spann shall be paid a monthly fee not to exceed Four Thousand Dollars (\$4,000.00) upon the submission of a monthly invoice and report to the Deputy Director of Human and Cultural Services; and

**WHEREAS**, Ms. Spann proposes to provide the City of Jackson full-time services for the Bicentennial Celebration including much of the following work: (1) content creation, management, and advisement for social media content in collaboration with Visit Jackson, Tell Agency, Cultural Services Division, and the Bicentennial Committee; (2) community outreach to include meetings and visibility in all seven (7) wards, dissemination of materials, story capturing and recording, and coordinate all communications; (3) event co-ordination and management for Capital City Lights event in December 2022 in collaboration with Cultural Services Division, Visit Jackson, Downtown Jackson Partners, and Mississippi Department of Archives and History; (4) management of email addresses and website; (5) management and coordination with media for all related events and programming; (6) serve as point of contact and relay request, inquiries, and all other information to the Deputy Director of Human and Cultural

Agenda Item No. 25  
Agenda Date: May 10, 2022  
(Kidd Lumumba)

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1758

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN CONSULTANT ENGAGEMENT AGREEMENT AND RELATED DOCUMENTS WITH CHRISTINA SPANN TO PROVIDE PROFESSIONAL SERVICES TO ASSIST AND SUPPORT THE BICENTENNIAL CELEBRATION** is legally sufficient for placement in NOVUS Agenda.

\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

\_\_\_\_\_  
DATE

RECEIVED BY CITY ATTORNEY  
5/14/23

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Services; (7) monthly reporting; (8) end reporting; and (9) others duties as specified and mutually agreed upon between Contractor and the Cultural Services Division. The Contractor will report to the Deputy Director of Human and Cultural Services. For all public statements, social media posts, and other public-facing language, the Contractor will seek the approval of the Deputy Director of Human and Cultural Services; and

**WHEREAS**, the City agrees that the timeline for completion of this project is no later than January 31, 2023; and

**IT IS HEREBY ORDERED** that the Mayor of the City of Jackson is authorized to execute the Contractor Engagement Agreement and related documents between the City of Jackson and Christina Spann to support the Bicentennial Celebration.

**IT IS FURTHER ORDERED** that the City of Jackson shall compensate Christina Spann for the professional services rendered during FY 2021-2022 in an amount not to exceed \$18,000.00.

**IT IS FURTHER ORDERED** that the City of Jackson shall compensate Christina Spann for the professional services rendered during FY 2022-2023 in an amount not to exceed \$16,000.00 (and any remainder of what wasn't paid in FY 21).

## CONTRACTOR ENGAGEMENT AGREEMENT

### BETWEEN THE CITY OF JACKSON

AND

MS. CHRISTINA M. SPANN

This Engagement Agreement (the "Agreement") is made between the City of Jackson (the "City") and Christina M. Spann ("Contractor"), whose address is 1315 North Jefferson Street, Apartment 107, Jackson, Mississippi 39202, upon the following terms and conditions, to-wit:

**WHEREAS**, the City and the Contractor agree to enter into an independent contractor relationship whereby the Contractor will provide services to assist the City with celebration efforts for its 200<sup>th</sup> year ("Bicentennial Celebration) in accordance with the terms, conditions, and compensation mutually agreed upon by both parties.

**Scope of Services:** The Contractor will provide full-time services for the Bicentennial Celebration including much of the following work: (1) content creation, management, and advisement for social media content in collaboration with Visit Jackson, Tell Agency, Cultural Services Division, and the Bicentennial Committee; (2) community outreach to include meetings and visibility in all seven (7) wards, dissemination of materials, story capturing and recording, and coordinate all communications; (3) event co-ordination and management for Capital City Lights event in December 2022 in collaboration with Cultural Services Division, Visit Jackson, Downtown Jackson Partners, and Mississippi Department of Archives and History; (4) management of email addresses and website; (5) management and coordination with media for all related events and programming; (6) serve as point of contact and relay request, inquiries, and all other information to the Deputy Director of Human and Cultural Services; (7) monthly reporting; (8) end reporting; and (9) others duties as specified and mutually agreed upon between Contractor and the Cultural Services Division. The Contractor will report to the Deputy Director of Human and Cultural Services. For all public statements, social media posts, and other public-facing language, the Contractor will seek the approval of the Deputy Director of Human and Cultural Services.

**Contract Term:** The performance period of professional services under this Agreement shall begin on May 15, 2022, and continue through January 31, 2023.

**Compensation:** As consideration for the performance of services of this Agreement, the Contractor will receive a pro-rated fee not to exceed Two Thousand Dollars (\$2,000.00) for the professional services rendered from May 15, 2022, through May 31, 2022. Beginning June 1, 2022, through the remainder of this Agreement, the Contractor shall be paid a monthly fee not to exceed Four Thousand Dollars (\$4,000.00) upon the submission of a monthly invoice and report to the Deputy Director of Human and Cultural Services. In no event shall the Contractor fees exceed Thirty-Four Thousand Dollars (\$34,000) during the FY 2021-2022 and FY 2022-2023 combined. Furthermore, the Contractor shall not perform any additional services for the City that are not authorized by this Agreement. The Contractor will not receive any funds from the City for services outside the Scope of Services.

**Independent Contractor.** The parties agree that the legal relationship between the Contractor and the City is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other party in any manner. Additionally, the City shall have no obligation to the Contractor with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City have any responsibility for the payment of any taxes, fees, dues, or memberships, workers compensation premiums, or the like, which are the sole responsibility of the Contractor.

**Confidentiality and Treatment of Information.** The contractor agrees that it will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. The contractor understands that it has both a professional and moral obligation to keep such information confidential and at all times to maintain such information safely and securely. The contractor agrees to hold such information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

**Applicable Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

**Approval:** It is understood that this Agreement requires approval by the governing authorities (Mayor and City Council for Jackson, Mississippi) and the governing authorities do not approve this Agreement it is void, and no payment shall be made hereunder.

**Availability of Funds:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective termination date shall be as specified in the notice of termination.

**Equal Opportunity:** In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**Modification Or Amendment:** Modifications or amendments to this Agreement may be made upon mutual agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

**Non-Assignment And Subcontracting:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate, or subcontract with respect to any of its rights, benefits, obligations, interests, or duties under this Agreement without the prior written consent of the governing authorities for the City of Jackson.

**Non-Waiver Of Breach:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**Public Records:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

**Representation Regarding Contingent Fees and Gratuities:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**Severability:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**Termination:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed satisfactorily prior to the date of termination.

**Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of May \_\_\_\_\_, 2022.

The City of Jackson, Mississippi

By: \_\_\_\_\_  
Mayor Chokwe Antar Lumumba

By: \_\_\_\_\_  
Christina Spann



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 29, 2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
<b>1.</b>	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH CHRISTINA SPANN TO PROVIDE SUPPORT SERVICES FOR THE CITY OF JACKSON'S BICENTENNIAL CELEBRATION FOR A DEFINED PERIOD OF TIME.
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1, 5, 7
<b>3.</b>	<b>Who will be affected</b>	All citizens of Jackson
<b>4.</b>	<b>Benefits</b>	Providing support for the efforts surrounding the City's Bicentennial Celebration.
<b>5.</b>	<b>Schedule (beginning date)</b>	May 2022 – January 31, 2022
<b>6.</b>	<b>Location:</b> ▪ <b>WARD</b>  • <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide  Yes
<b>7.</b>	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Human and Cultural Services
<b>8.</b>	<b>COST</b>	Not to exceed \$34,000.00
<b>9.</b>	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	001-43300-6419

<b>10.</b>	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A
		AABE _____ %	WAIVER	yes ___	no ___	N/A
		WBE _____ %	WAIVER	yes ___	no ___	N/A
		HBE _____ %	WAIVER	yes ___	no ___	N/A
		NABE _____ %	WAIVER	yes ___	no ___	N/A

Christina M. Spann, BSW, MPPA

## EDUCATION

Mississippi College	2013 Bachelor Social Work
Jackson State University	Masters in Public Policy and Administration 2015
Mississippi College	Masters in Mental Health Counseling 2019-present

## HONORS

Deans List Scholar 2011-2013  
Phi Alpha Social Work Honor Society  
Golden Key Honor Society  
3.35 GPA- Undergraduate  
3.78 GPA- Graduate  
Sigma Chi Iota

## SKILLS

Project Management ~ Social Media Proficiency and Management ~ Website Design and Management ~ Grant Writing ~ Fundraising ~ Event Planning ~ Freelance Photography ~ Freelance Writer ~ Microsoft Office Suite Proficiency ~ SPSS Software ~ Team Player~ Self-Motivated~ Life Long Learner

## WORK EXPERIENCE

### Canopy Children's Solutions

Jan 22 – March 22

Intern

- Assist in developing treatment plans that are focused on accurate diagnosis for children ages 10-15
- Lead weekly individual, family, and group counseling session with children ages 10-15
- Encourage clients to express their feelings, and discuss their goals upon discharge
- Teach clients anger management techniques, relaxation skills, impulse control, social skills, and emotional coping

### Catholic Charities

May 21 – Aug 21

Communications Manager

- Co-facilitate individual and group therapy for teens and adults
- Conduct weekly individual sessions with teens and adults
- Assist and provide feedback in weekly treatment team meetings

### The Partnership for a Healthy Mississippi

May 18 – March 21

Youth Programs Coordinator

- Develop and execute smart, effective, and strategic goals and objectives for Youth Programs;
- Work with students, young adults, and adults to implement tobacco control efforts in schools/communities across the state.

- Organize, travel (with some overnight travel required) and execute youth program events (trainings presentations, conferences, health fairs, contests, etc.) in schools/communities across the state;
- Recruit, train and manage students/young adults to serve on performance groups, advisory boards, and campaign event team, etc.;
- Develop and create educational information for activities, presentations, newsletters, curriculum, etc. that engages youth in and out of schools

**Scientific Research (SR1)**

**September 2014- February 2017**

Project Coordinator for the Community Oriented Opportunities for Learning

- Coordinate Coalition and Drug Free Communities project activities
- Notify Coalition members on upcoming trainings, activities, and events related to underage substance abuse and environmental prevention strategies
- Communicate policies, initiatives and mission of the Coalition to the community
- Create issue briefs and potential policies to be presented at local city council meetings
- Train Youth Advocates in becoming leaders in the community free of drug and substance abuse
- Assist in recruitment of new coalition members and volunteers
- Assist in collecting and reporting required data
- Provide education to individuals and groups in the community with a focus on high-risk populations
- Make visits and presentations to various groups and organizations
- Develop culturally appropriate programs and activities
- Access or develop promotional materials and information
- Lead the generation of online content that engages audience segments and leads to measurable action. Decide who, where, and when to disseminate
- Oversee strategic media planning, press outreach, campaign events, and all written and multimedia communication pieces.
- Produced written and verbal communication in the forms of emails, candidate literature, speeches and other social media entries.

**Jackson Public School District**

**January 2013-April 2014**

Exceptional Education Social Work Intern

- Worked side-by-side with supervisor to assess students' needs and to improve student behavior
- Provide individual and group counseling to students with disabilities to meet the needs of students as specified
- Participate in Individualized Education Plan meetings to come up with behavioral interventions
- Make follow-up visits to the classrooms where intervention are being implemented to determine the effectiveness of interventions
- Develop and assist in creating functional behavior assessments with guidance from supervisor
- Perform other related duties as requested or assigned

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## **VOLUNTEER EXPERIENCE**

Junior League of Jackson... 2019-Present | Jackson Symphony League  
Group Facilitator at Mclean-Fletcher Center | AmeriCorps Member  
Sudden Infant Death Syndrome Walk for Babies

## **EXTRA CURRICULAR ACTIVITIES**

Public Policy and Administration Student Association  
Social Work Advisory Board Member 2012-present  
Social Work Field Instructor  
Member of the ACLU  
Jackson Professional Group  
Junior League of Jackson  
Lunch Break Podcast

## **REFERENCES**

Dr. Ledora Harris  
SR1 (Scientific Research)  
Millsaps College Principal's Institute  
601-955-1673

Dan Roach, Dean of Students  
St. Andrew's Episcopal School  
[roachd@gosaints.org](mailto:roachd@gosaints.org)

601-502-7335

Dara Bariola, CFO, COO  
The Partnership for a Healthy Mississippi  
The Mississippi Bar Association  
601-260-3475  
[dbariola@msbar.org](mailto:dbariola@msbar.org)

**Christina M. Spann  
City of Jackson  
200 JXN Community Liaison Proposal**

## **ABOUT**

**My name is Christina Spann and I have lived in Jackson, MS for 15 years. I have always worked in community development in various aspects in the public and private sector. I strive for excellence in what I do and my passion for the city of Jackson remains steadfast. My field of excellence and expertise is in community engagement, collaboration, social media, and connecting community resources in order for completing successful outcomes.**

**I am excited to help the city of Jackson continue their progress with the 200 JXN campaign. Jackson continues to grow and I can assist in making sure those goals are completed with this campaign.**

**I have worked with diverse backgrounds, different businesses and organizations, and I reside in the city of Jackson. As a thirty year old, I push for young millennials as myself to stay in Jackson and to serve it well. I will continue to push to tell the story of Jackson with the 200 JXN campaign and to give people who live in Jackson pride that they live here and represent our state well.**

## **PROCESS**

I will work with members of the 200 JXN campaign to discuss goals and objectives that they would like to convey. Working collaboratively with the City of Jackson staff and TELL Agency, I will offer my expertise in social media, event planning, website development, and connecting resources.

At the end of each month of services, I will identify what works well and what could be improved. I will use feedback in order to improve processes for the next month. I will discuss goals with the team and come up with realistic ways to reach those goals in order for the campaign to be the most successful.

I want to help Jackson be strive for excellence with this campaign and I will make sure that with my talents and collaborative spaces, then we will have the most successful outcomes.



## **SOCIAL AND WEBSITE MANAGEMENT**

Social Media and Website is important to the engagement and success of this campaign. Social media is a tool that reaches the city of Jackson quickly and efficiently. Instagram, Facebook, and website development are popular in engaging different types of members of the community.

Using the platforms developed by Maris, West and Baker and the Tell Agency, I will assist in creating content and using strategic methods to manage social media platforms and website development, ensuring that we constantly re-evaluate and expand our audience to reach the bounds of the city of Jackson and beyond.

## **COMMUNITY OUTREACH AND ENGAGEMENT**

Community Outreach and Engagement is an important part of the success of this project. I will assist in the viability of the project in order for it to reach its targeted and intended audience—**every Jacksonian**. Community members will be reached through diverse outlets in order to sustain the project. I will work with community leaders and council members to identify strategic opportunities to disseminate collateral materials around storytelling and story gathering for the bicentennial.

**SERVICES AND FEES**

Social Media Engagement, Management, and Content Creation, Event Planning and Management

Content Creation

Event Planning and Management (Capital City Lights and others)

Website Management

Community Outreach (attending local communities meetings, working w/ Council members, etc.)

Project Close Reporting

**Timeline** – May 15, 2022 – January 31, 2022

Service Fee- \$4,000.00/month

Pro-rated for May (15-31) - \$2,000.00

**ORDER AUTHORIZING THE MAYOR TO REVISE THE 2021/2022 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO TRANSFER FUNDS FROM THE (FUND 1) GENERAL FUND BALANCE TO THE PROFESSIONAL SERVICES CATEGORY, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00). (WARD 7) (HARRIS, LUMUMBA)**

**WHEREAS**, it is the sincere desire of the City of Jackson, Department of Parks and Recreation to provide consistent and outstanding service to our citizens and visiting guests. Since we had a major storm event on March 30, 2022, Battlefield Park suffered damage from tornado winds knocking down trees, providing fence damage to the tennis court, and major damage to the picnic pavilion. To help with repairs, replacements, and other major work in the park, adequate funds is critically needed, especially with Battlefield Park being closed

**WHEREAS**, transfer of funds in the amount of sixty thousand dollars (\$60,000.00), is of vital importance so that the Department of Parks and Recreation may pay contractors to fix the fence and remove fallen and leaning trees to prevent further interruption of Battlefield Park; and

**WHEREAS**, the following funds are requested to be transferred to the following categories listed below.

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
General Fund Balance Fund 1	\$60,000.00	Professional Services Account: 005-501.10-6419	\$60,000.00
		Total Funds Transfer Request	<b>\$60,000.00</b>

**WHEREAS**, additional funds are needed in the Professional Services Category in the amount of sixty thousand dollars (\$60,000.00), to allow access to the Battlefield Park and usage of the Tennis Courts; and

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to revise the Department of Parks and Recreation's 2021-2022 budget, to allow transfer of funds from the General Fund Balance Fund 1 Category to the Professional Services Category, in the amount of sixty thousand dollars (\$60,000.00).

**(HARRIS, LUMUMBA)**

Agenda Item No. 26 Agenda Date: May 10, 2022 (Harris, 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  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

This, **ORDER REVISING THE 2021-2022 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION BY THE TRANSFER OF FUNDS FROM GENERAL FUND BALANCE FUND 1 TO PROFESSIONAL SERVICES ACCOUNT 005-501.10-6419** has been reviewed by me and is legally sufficient for adoption by the governing authorities.

*[Handwritten signature]*  
CATORI MARTIN

*[Handwritten signature]*  
CARRIE JOHNSON  
Deputy City Attorney

4/19/22  
DATE

4/18/2022  
DATE 



**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX, LOCATED NEAR 105 EAST PASCAGOULA STREET, ON JUNE 17, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00). (WARD 7) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson would like to provide, fireworks display to celebrate Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, which officially marked the end of slavery in the United States, commemorating African-American freedom; and

**WHEREAS**, the fireworks display will take place on Saturday, June 17, 2022 next to the Jackson Convention Complex, located near 105 East Pascagoula Street; and

**WHEREAS**, ARTISAN PYROTECHNICS, INC., has agreed to provide a safe, fireworks display on the above referenced date for a cost not to exceed Nine Thousand Dollars (\$9,000.00); and

**WHEREAS**, fifty percent (50%) of the cost of the firework display in the amount of four thousand five hundred dollars (\$4,500.00) is required to reserve the date for the performance and must be paid on or before May 20, 2022; and

**WHEREAS**, in furtherance of the show, ARTISAN PYROTECHNICS, INC., will provide the City with proof of General Liability Insurance and Automobile Liability for \$5,000,000.00 (Five Million Dollars), combined single limit, covering its activities and services in connection with the show described in the contract, and listing the City as an additional insured under the terms of the coverage;

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with ARTISAN PYROTECHNICS, INC., and all documents necessary to effect the terms of the Agreement, for a fireworks display on June 17, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, next to the Jackson Convention Complex, located near 105 East Pascagoula Street in Jackson, Mississippi, with the total cost not to exceed Nine Thousand Dollars (\$9,000.00).

Agenda Item No. 24  
Agenda Date May 10, 2022  
(Harris, Lumumba)



**IT IS ORDERED** that fifty percent of the total cost not to exceed four thousand five hundred dollars may be tendered to Artisan for the purpose of reserving the date for the fireworks display.

**IT IS FURTHER ORDERED** that a copy of said Agreement shall be filed with the City Clerk.

OFFICE OF THE CITY CLERK  
FORNELL  
Harris

ITEM #: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: **HARRIS, LUMUMBA**





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

04-20-22  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																																							
1.	<b>Brief Description</b>	A business class agreement with Artisan Pyrotechnics, Inc., for a fireworks display, Fireworks Display next to the Jackson Convention Complex, Located near 105 East Pascagoula Street, on June 17, 2022																																																							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																							
3.	<b>Who will be affected</b>	Citizens of Jackson																																																							
4.	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																																							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																																							
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1																																																							
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	<b>COST</b>	Total cost: \$9,000.00 50% Deposit of \$4,500.00 on May 31, 2022 Remaining balance of \$4,500.00 due by June 17, 2022																																																							
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-501.10-6449																																																							
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
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NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															



Department of Parks and Recreation



1000 Metrocenter, Suite 104  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Ison Harris, Jr., Director**   
**Department of Parks and Recreation**

**DATE: April 20, 2022**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH ARTISAN PYROTECHNICS INC FOR A  
FIREWORKS DISPLAY JUNETEETH.**

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This agenda item authorizes the execution of a contractual agreement with Artisan Pyrotechnics Inc, to provide fireworks display to celebrate Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, which officially marked the end of slavery in the United States, commemorating African-American freedom;.

Should you desire additional information, please do not hesitate to notify me.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

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This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS FOR A FIREWORKS DISPLAY ON JUNE 17, 2022** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System..

*[Handwritten signature]*  
Catoria Martin, City Attorney

5/2/22  
Date

*[Handwritten signature]*  
Carrie Johnson  
Deputy City Attorney

5/2/22  
Date



**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JULY 2, 2022, AT A COST OF SIXTEEN THOUSAND DOLLARS (\$16,000.00). (WARD 1) (HARRIS, LUMUMBA)**

*OFFICE OF THE CITY ATTORNEY*

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

**WHEREAS**, Section 3-3-7 of the Mississippi Code cites the days declared by the Mississippi legislature to be legal holidays; and

**WHEREAS**, the fourth day of July or Independence Day is among the holidays declared to be a legal holiday; and

**WHEREAS**, displays of fireworks are a hallmark of Independence Day celebrations nationwide and locally; and

**WHEREAS**, the City of Jackson would like to commemorate Independence Day with a display of fireworks;

**WHEREAS**, Pyro Shows, Inc., has the capacity and experience to provide the City of Jackson with the desired display of fireworks; and

**WHEREAS**, the anticipated date for the display of fireworks will be Saturday, July 2, 2022 at Smith Wills Stadium, located at 1200 Lakeland Drive; and

**WHEREAS**, the cost of the display of fireworks provided by Pyro Shows Inc., is \$16,000.00; and

**WHEREAS**, the payment of fifty percent (50%) of the cost of the display or \$8,000.00 is required to reserve the July 2, 2022 date for production of the display of fireworks; and

**WHEREAS**, funds required to reserve the July 2, 2022 date must be paid on or before May 31, 2022; and

Agenda Item No. 28  
Agenda Date: May 10, 2022  
(Harris, Lumumba)



OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI

**WHEREAS**, in furtherance of the show, PYRO SHOWS, INC., will provide the City of Jackson with proof of insurance coverage in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage connected to the production only; and

**WHEREAS**, the City of Jackson will be listed as an additional insured on the insurance coverage obtained by Pyro Shows, Inc., and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Pyro Shows, Inc., and all documents necessary to effect the terms of the Agreement, for a fireworks display on July 2, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, at Smith Wills Stadium, located at 1200 Lakeland Drive, Jackson, Mississippi, with the total cost not to exceed Sixteen Thousand Dollars (\$16,000.00).

**IT IS FURTHER ORDERED** that a sum not to exceed \$8,000.00 may be paid for the purpose of reserving the date for the production.

**IT IS FURTHER ORDERED** that a copy of said Agreement shall be filed with the City Clerk.

**(HARRIS, LUMUMBA)**

ITEM #: \_\_\_\_\_

DATE: \_\_\_\_\_

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

04-20-22  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																								
<b>1.</b>	<b>Brief Description</b>	A business class agreement with PYRO SHOWS, for a fireworks display, at the Smith Wills Stadium, located at 1200 Lakeland Drive, on July 2, 2022.																																								
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																								
<b>3.</b>	<b>Who will be affected</b>	Citizens of Jackson																																								
<b>4.</b>	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																								
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon Council Approval																																								
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 1																																								
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																								
<b>8.</b>	<b>COST</b>	Total cost: \$16,000.00 50% Deposit of \$8,000.00 on May 31, 2022 Remaining balance of \$8,000.00 due by July 2, 2022																																								
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-501.25-6419																																								
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# MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Ison Harris, Jr., Director**   
**Department of Parks and Recreation**

**DATE: April 20, 2022**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH PYRO SHOWS INC FOR A FIREWORKS DISPLAY  
JULY 2, 2022.**

---

This agenda item authorizes the execution of a contractual agreement with Pyro Shows Inc, the City of Jackson would like to provide a fireworks display to celebrate the 4<sup>th</sup> of July on July 2, 2022;

Should you desire additional information, please do not hesitate to notify me.

1000 Metrocenter, Suite 104  
Post Office Box 17  
Jackson, Mississippi 39205-0017



Department of Parks and Recreation

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI

**WHEREAS**, in furtherance of the show, PYRO SHOWS, INC., will provide the City of Jackson with proof of insurance coverage in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage connected to the production only; and

**WHEREAS**, the City of Jackson will be listed as an additional insured on the insurance coverage obtained by Pyro Shows, Inc., and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Pyro Shows, Inc., and all documents necessary to effect the terms of the Agreement, for a fireworks display on July 2, 2022, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, at Smith Wills Stadium, located at 1200 Lakeland Drive, Jackson, Mississippi, with the total cost not to exceed Sixteen Thousand Dollars (\$16,000.00).

**IT IS FURTHER ORDERED** that a sum not to exceed \$8,000.00 may be paid for the purpose of reserving the date for the production.

**IT IS FURTHER ORDERED** that a copy of said Agreement shall be filed with the City Clerk.

**(HARRIS, LUMUMBA)**

ITEM #: \_\_\_\_\_

DATE: \_\_\_\_\_

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

04-20-22  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																								
1.	<b>Brief Description</b>	A business class agreement with PYRO SHOWS, for a fireworks display, at the Smith Wills Stadium, located at 1200 Lakeland Drive, on July 2, 2022.																																								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																								
3.	<b>Who will be affected</b>	Citizens of Jackson																																								
4.	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																								
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8.	<b>COST</b>	Total cost: \$16,000.00 50% Deposit of \$8,000.00 on May 31, 2022 Remaining balance of \$8,000.00 due by July 2, 2022																																								
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# MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

**FROM:** Ison Harris, Jr., Director   
Department of Parks and Recreation

**DATE:** April 20, 2022

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH PYRO SHOWS INC FOR A FIREWORKS DISPLAY  
JULY 2, 2022.**

---

This agenda item authorizes the execution of a contractual agreement with Pyro Shows Inc, the City of Jackson would like to provide a fireworks display to celebrate the 4<sup>th</sup> of July on July 2, 2022;

Should you desire additional information, please do not hesitate to notify me.

1000 Metrocenter, Suite 104  
Post Office Box 17  
Jackson, Mississippi 39205-0017



Department of Parks and Recreation

OFFICE OF THE CITY ATTORNEY  
Lumumba Harris

**ORDER RATIFYING THE PARKS AND RECREATION DIRECTOR'S SUBMISSION OF PLANS PREPARED BY LANDRY LEWIS GERMANY ARCHITECTS, PA OF HATTIESBURG MISSISSIPPI AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF WILDLIFE FISHERIES AND PARKS FOR FUNDING TO PERFORM IMPROVEMENTS TO BUDDY BUTTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE A PROJECT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF WILDLIFE FISHERIES AND PARKS FOR A RECREATIONAL TRAIL PROGRAM GRANT IN THE AMOUNT OF \$298,652.50**

**WHEREAS**, Section 21-37-3 of the Mississippi Code vests in the governing authorities of municipalities the power to exercise full jurisdiction in the matter of parks, to open and lay out and construct same, and to repair, maintain, pave, sprinkle, adorn and light the same; and

**WHEREAS**, Section 21-17-1(10) of the Mississippi Code authorizes the governing authority of any municipality to receive, expend, and administer any grants, gifts, matching funds, loans, or other monies in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing, or providing for any program, activity, or service; and

**WHEREAS**, Terry McDill of the Mississippi Department of Wildlife, Fisheries, and Parks contacted the City of Jackson's Director of the Department of Parks and Recreation and advised that monies were available in the Recreational Trails Program (RTP); and

**WHEREAS**, Landry Lewis and Germany Architects PA of Hattiesburg Mississippi prepared and submitted to the Mississippi Karting Association a budget and preliminary cost estimate analysis for construction of improvements at the kart track; and

**WHEREAS**, the Director of the Department of Parks and Recreation submitted the plan and preliminary budget and cost estimate to Terry McDill of the Mississippi Department of Wildlife, Fisheries and Parks; and

**WHEREAS**, on February 17, 2022, Terry McDill notified Mayor Lumumba that a grant was awarded by the Recreational Trails Program and enclosed a Project Agreement for the Buddy Butts Park Go Kart Track; and

**WHEREAS**, the project period indicated in the Project Agreement is March 1, 2022 through June 30, 2024; and

**WHEREAS**, the project cost of \$298,652.50 has a cost sharing requiring the contributing of twenty percent (20%) in matching funds from the sub-recipient; and

**WHEREAS**, the City of Jackson's cost share is \$59,730.50; and

**WHEREAS**, the Recreational Trail Program will *reimburse* the City of Jackson the sum of \$238,922.00 upon completion of the project; and

Agenda Item No. 29  
Agenda Date: May 10, 2022  
(Harris, Lumumba)





OFFICE OF THE CITY CLERK  
J. O. ...  
M. ...

**WHEREAS**, the Department of Parks and Recreation has represented that some preparation has begun for the project but *no monies or expenses* will be incurred for the current fiscal year's budget; and

**WHEREAS**, the Department of Parks and Receptions recommends that the governing authorities allocate sufficient monies in the 2022-2023 fiscal year budget of the Mississippi Department of Parks and Recreation to cover the sub-recipient matching cost share in the amount of \$59,730.50; and;

**WHEREAS**, authorizing the Mayor to execute the agreement with the Mississippi Department of Wildlife, Fisheries, and Parks would serve the best interest of the City of Jackson;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the project agreement with the Mississippi Department of Wildlife, Fisheries, and Parks.

**IT IS HEREBY ORDERED** that no expenses may be incurred or monies expended pursuant to the terms of the agreement absent authorization provided at a lawfully called meeting of the Jackson City Council.

**IT IS HEREBY ORDERED** that a decision concerning the provision of the cost share in the amount of \$59,730.50 will be made at such time that the governing authorities begin preparation of the 2022-2023 fiscal year budget.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    May 4, 2022  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	<b>Order ratifies submission of plans to Mississippi Department of Wildlife Fisheries and Parks and Authorizes Mayor to Execute Project Agreement for Recreational Trail Program funds</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement, Quality of Life, Youth and Crime Prevention																																													
3.	<b>Who will be affected</b>	City of Jackson, Users of Buddy Butts Park																																													
4.	<b>Benefits</b>	Provides funding for maintenance and improvements to kart trail at park and enhances the recreational experience of users																																													
5.	<b>Schedule (beginning date)</b>	Upon council approval																																													
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Buddy Butts Park on McRaven Road																																													
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Parks and Recreation																																													
8.	<b>COST</b>	\$298,652.88 is total cost for project The City's match is \$59,730.50																																													
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Monies will not be expended prior to the 2022-2023 budget year  A grant from the Mississippi Department of Wildlife Fisheries and Parks will reimburse the City 80 percent of the cost in the amount of \$238,922.00.																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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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  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

---

This, **ORDER RATIFYING THE PARKS AND RECREATION DIRECTOR'S SUBMISSION OF PLANS PREPARED BY LANDRY LEWIS AND GERMANY ARCHITECTS PA AND OTHER DOCUMENTS REQUESTING FUNDING FOR IMPROVEMENTS TO BUDDY BUTTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE A PROJECT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF WILDLIFE FISHERIES AND PARKS** has been reviewed by me and is legally sufficient for loading into NOVUS Agenda.

*[Handwritten signature of Catoria Martin]*

Catoria Martin, City Attorney

5/4/22  
Date

*[Handwritten signature of Carrie Johnson]*

Carrie Johnson  
Deputy City Attorney

5/4/2022  
Date



Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



"One City, One Aim, One Destiny"

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director, Department of Parks & Recreation  
**DATE:** March 8, 2022  
**RE:** Buddy Butts Park (MS Karting) – Recreational Trails Program

---

This is an item ratifying the submittal and award acceptance of the 2022 Mississippi Department of Wildlife, Fisheries, and Parks - Recreation Trails Program (RTP) Grant for the Buddy Butts Park Raceway Track, located at 6180 North McRaven Road, Jackson, Mississippi.

This grant is to provide additional funding to widen, resurface and provide fencing at the Raceway track area. The total amount of this grant is \$298,652.50, with the 80% (\$238,922.00) coming from State RTP reimbursement funds. At least, 20% of the required balance (\$59,730.50) will be secured by the Department of Parks and Recreation FY 2022/2023 Budget; including in-kind services.

It is the recommendation of this office that this item be ratified, accepted and approved. If you have any questions, or require additional information, please do not hesitate to contact this office at 960-0471.

IBHjr/pb





## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

**FROM:** Ison Harris, Jr., Director   
Department of Parks and Recreation

**DATE:** April 22, 2022

**SUBJECT: ORDER RATIFYING THE SUBMITTAL AND AWARD ACCEPTANCE OF 2022 MISSISSIPPI  
DEPARTMENT OF WILDLIFE FOR A RECREATION TRAILS PROGRAM GRANT.**

---

This agenda item authorizes the ratifying the submittal and award acceptance of the 2022 Recreational Trails grant from Mississippi Department of Wildlife 2022 Recreational Trails Program.

Should you desire additional information, please do not hesitate to notify me.

1000 Metrocenter, Suite 104  
Post Office Box 17  
Jackson, Mississippi 39205-0017



Department of Parks and Recreation





**PRELIMINARY BUDGETARY COST ESTIMATE**

**10-Feb-22**

**Buddy Butts Raceway Park**

*This estimate is provided for preliminary budgetary analysis. Updated estimates will be provided at major design milestones. Unless specifically listed Furnishings are not included.*

**Buddy Butts Kart Track Improvements 2022**

PHASE 1 IMPROVEMENTS	AREA (sf)	COST PER SF	TOTAL
Track Expansions	5979	\$12.00	\$71,748.00
Track Resurfacing	30000	\$6.00	\$180,000.00
Fencing	1500	\$20.00	\$30,000.00
<b>TOTAL CONSTRUCTION BUDGET</b>			<b>\$281,748.00</b>
<b>ARCHITECTURAL FEES @ 6%</b>			<b>\$16,904.88</b>
<b>TOTAL CONSTRUCTION BUDGET</b>			<b>\$298,652.88</b>









**MISSISSIPPI  
DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

February 17, 2022

The Honorable Chokwe Lumumba  
Mayor, City of Jackson  
PO Box 17  
Jackson, MS 39201

Re: Recreational Trail Program  
Buddy Butts Park – Go Kart Track

Dear Mayor Lumumba:

Your application for funding assistance from the Recreational Trails Program (RTP) has been finalized. Enclosed you will find two Project Agreements for the referenced project, both of which need to be signed. Please return one (1) to this office and keep the second for your files. Also, enclosed for your project files is the Recreational Trails Program Guidelines.

This letter and the signed Project Agreement serve as your notification to proceed with the trail project. Construction progress should start within 90 days. The project completion deadline is June 30, 2024. The project should not change in scope and only approved trail related items listed in the Project Agreement and proposed budget are eligible for reimbursement. Should a need arise for a change in the scope of the project; please notify this office in writing. The RTP office will notify you in writing, if the change is eligible for reimbursement.

If in-kind services will be used for the local match, please contact me to request forms to document the in-kind expense. Throughout the project, Quarterly Progress Reports will be due by April 10, July 10, Oct. 10, and Jan 10. A Quarterly Progress Report template will be emailed to you two weeks prior to the due date.

In addition, MDOT's Environmental Class of Action Determination (ENV-160) is enclosed. The ENV-160 indicates that the proposed project is approved by the Federal Highway Administration. Keep the ENV-160 in your project files.

Please feel free to contact me by email at [Terry.McDill@wfp.ms.gov](mailto:Terry.McDill@wfp.ms.gov) or by phone at 601-432-2227, if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Terry McDill'.

Terry McDill  
Outdoor Recreational Grants

Enclosures





**Project Agreement  
between  
Mississippi Department of Wildlife, Fisheries and Parks  
Recreational Trails Program  
1505 Eastover Drive  
Jackson, MS 39211-6374  
and  
Project Sponsor**

<b>State:</b> Mississippi		<b>Project Number:</b> 21-RTP-351	
<b>Project Sponsor:</b> City of Jackson Chokwe Lumumba, Mayor P.O. Box 17 Jackson, MS 39201		<b>Applicant Contact Info:</b> Ison Harris, Jr., Director Jackson Parks and Recreation 1000 Metro Center, Suite 104 Jackson, MS 39209-7503	
<b>Project Period:</b> March 1, 2022 - June 30, 2024		<b>Project Stage:</b> Trail Renovation	
<p><b>Project Title:</b> Buddy Butts Raceway Track <b>Project Type:</b> Motorized-Diversified Use</p> <p><b>Project Location:</b> McRaven Road, Jackson, MS 39209 <b>GPS Coordinates:</b> 32°18'22.6"N 90°18'44.4"W <b>Project Scope (Description of Project):</b> Track widening, Track resurfacing, fencing. Existing Asphalt track will be widened, resurfaced, and site will be fenced.</p> <p>Required Recreational Trail Program Signage and other trail amenities as approved – ADA Compliance. Only elements described in the Project Scope can be reimbursed. Design and engineering cost directly associated with the project scope can be reimbursed – refer to Section V. Reimbursement Procedure of the RTP Manual for conditions and requirements.</p> <p>The Recreational Trail Program is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. This Act set forth standards for obtain consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants). OMB Circular A-133</p> <p><b>Cultural Resources Assessment</b> – In the event that Native American cultural materials are encountered during construction all work in that area will cease and the Mississippi Department of Archives and History (MDAH) and MDOT Environmental Division will be notified. The appropriate consultation will be required prior to resuming work in the immediate area. Contact: MDAH – Ms. Pam Lieb at 601-576-6945 and MDOT Mr. John Underwood at 601-369-7920</p> <p>Incorporated in this Project Agreement, by reference, are the Recreational Trails Program Manual, project sponsor's application, approved revisions and related correspondence.</p>			
<b>Project Cost 80/20 Reimbursement</b>		<b>Project Sponsor:</b> City of Jackson	
<b>RTP Reimbursement</b>	\$238,922.00		
<b>Sub recipient RTP Required Match Share</b>	\$ 59,730.50	<b>Chokwe Lumumba, Mayor</b> <b>Date</b>	
<b>Total Agreement Cost</b>	\$298,652.50		
<b>Vendor #</b>		<b>Terry McDill, RTP Administrator</b> <b>Date</b>	



**Project Agreement  
between  
Mississippi Department of Wildlife, Fisheries and Parks  
Recreational Trails Program  
1505 Eastover Drive  
Jackson, MS 39211-6374  
and  
Project Sponsor**

<b>State:</b> Mississippi	<b>Project Number:</b> 21-RTP-351	
<b>Project Sponsor:</b> City of Jackson Chokwe Lumumba, Mayor P.O. Box 17 Jackson, MS 39201	<b>Applicant Contact Info:</b> Ison Harris, Jr., Director Jackson Parks and Recreation 1000 Metro Center, Suite 104 Jackson, MS 39209-7503	
<b>Project Period:</b> March 1, 2022 - June 30, 2024	<b>Project Stage:</b> Trail Renovation	
<p><b>Project Title:</b> Buddy Butts Raceway Track <b>Project Type:</b> Motorized-Diversified Use</p> <p><b>Project Location:</b> McRaven Road, Jackson, MS 39209 <b>GPS Coordinates:</b> 32°18'22.6"N 90°18'44.4"W <b>Project Scope (Description of Project):</b> Track widening, Track resurfacing, fencing. Existing Asphalt track will be widened, resurfaced, and site will be fenced.</p> <p>Required Recreational Trail Program Signage and other trail amenities as approved – ADA Compliance. Only elements described in the Project Scope can be reimbursed. Design and engineering cost directly associated with the project scope can be reimbursed – refer to Section V. Reimbursement Procedure of the RTP Manual for conditions and requirements.</p> <p>The Recreational Trail Program is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1986, P.L. 104-156. This Act set forth standards for obtain consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants). OMB Circular A-133</p> <p><b>Cultural Resources Assessment</b> – In the event that Native American cultural materials are encountered during construction all work in that area will cease and the Mississippi Department of Archives and History (MDAH) and MDOT Environmental Division will be notified. The appropriate consultation will be required prior to resuming work in the immediate area. Contact: MDAH – Ms. Pam Lieb at 601-576-6945 and MDOT Mr. John Underwood at 601-359-7920</p> <p>Incorporated in this Project Agreement, by reference, are the Recreational Trails Program Manual, project sponsor's application, approved revisions and related correspondence.</p>		
<b>Project Cost 80/20 Reimbursement</b>		
<b>RTP Reimbursement</b>	\$238,922.00	<b>Project Sponsor:</b> City of Jackson
<b>Sub recipient RTP Required Match Share</b>	\$ 59,730.50	<b>Chokwe Lumumba, Mayor</b> <b>Date</b>
<b>Total Agreement Cost</b>	\$298,652.50	
<b>Vendor #</b>		<b>Terry McDill, RTP Administrator</b> <b>Date</b>

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ENVIRONMENTAL DIVISION  
ENVIRONMENTAL CLASS OF ACTION DETERMINATION**

DISTRICT NO: _____ F.A. NO: _____ PROJECT NO: _____ HIGHWAY NO: _____ SECTION NO: _____ COUNTY: <u>Hinds</u>	7. APPROVED BY: DISTRICT ENGINEER _____ DATE _____  N/A _____																																																																																																																								
MS Department of Wildlife, Fisheries & Parks Recreational Trails Program FY 2021. PROJECT TERMINI: See Attached List	PLANNING ENGINEER _____ DATE _____  N/A _____																																																																																																																								
(A) EXISTING CONDITIONS: Town, City, County, State Agency, Non-Profit Organization Owned properties that are dedicated to recreational activities	ROADWAY DESIGN ENGINEER _____ DATE _____  N/A _____																																																																																																																								
(B.) PROPOSED IMPROVEMENTS: Various educational, walking, nature, park & fitness trails	ENVIRONMENTAL ENGINEER / ADMINISTRATOR _____ DATE _____  N/A _____																																																																																																																								
(C.) PRELIMINARY PURPOSE & NEED: Recreational Activities	8. FHWA CONCURRENCE: FHWA DIVISION ADMINISTRATOR _____ DATE _____  <p align="center"><i>Kim D Thurman</i>      1/4/2022</p>																																																																																																																								
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**Recreational Trail Program  
 Required Forms Signed and Returned to MDWFP – Outdoor Recreational Grants**

	49CFR Part 29 Appendix A
	49CFR Part 29 Appendix B
	49 CFR Part 29 Appendix C
	49 CFR Part 20 Appendix A
	Standard DOT Title VI Assurances
	Assurances – Construction Programs
	Federal Grant Notification Assurance of Compliance
	Audit Assurance
	Accounting & Audit Requirement Acknowledgement Form



Authorized Representative

Date

Printed Name and Title



## 49 CFR Part 29 - Appendix A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS****Instructions For Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



\_\_\_\_\_  
Signature / Authorized Certifying Official

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Applicant / Organization

\_\_\_\_\_  
Date Signed



**49 CFR Part 29 - Appendix B****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS****Instructions For Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



\_\_\_\_\_  
Signature / Authorized Certifying Official

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Applicant / Organization

\_\_\_\_\_  
Date Signed



**49 CFR Part 29 - Appendix C****CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS****Instructions for Certification:**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies. (not included does not apply to this grant application)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ( ) if there are workplaces on file that are not identified here



\_\_\_\_\_  
Signature / Authorized Certifying Official

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Applicant / Organization

\_\_\_\_\_  
Date Signed



**49 CFR Part 20 - Appendix A**

**CERTIFICATION REGARDING LOBBYING  
Certification For Contracts, Grants, Loans, And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature / Authorized Certifying Official

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Applicant / Organization

\_\_\_\_\_  
Date Signed



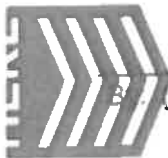
**STANDARD DOT TITLE VI ASSURANCES**

\_\_\_\_\_ (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Federal Highway Administration -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
  - (a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of services or benefits, or
  - (b) The period during which the sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of the Department of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

\_\_\_\_\_  
Sponsor



\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
Date



**CONTRACTOR CONTRACTUAL REQUIREMENTS  
ATTACHMENT 1**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanction for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS  
ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.





**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.



NAME OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



**FEDERAL GRANT NOTIFICATION**  
**ASSURANCE OF COMPLIANCE**

Mississippi Department of Wildlife, Fisheries & Parks  
Recreational Trails Program

As the Authorized Representative of:

\_\_\_\_\_  
(City, County or Other Applicable Political Subdivision)  
(Referred to as Participant)

I agree to comply with the following Federal Grant Notification requirement:

"When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of total cost of the program or project which is financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources."



By: \_\_\_\_\_  
Signature / Authorized Official

Date \_\_\_\_\_

Proof of compliance must be submitted to the Recreational Trails Program Office.

- (1) RTP is an 80/20 matching percent.
- (2) Federal funds will represent 80 percent of the total project agreement cost.



**AUDIT ASSURANCE**

To: Mississippi Department of Wildlife, Fisheries & Parks  
Recreation Trails Program (RTP)

From: City of Jackson  
Project Sponsor (City / County / etc)

Project Sponsor agrees to furnish the RTP Office of the Department of Wildlife, Fisheries and Parks, an official audit report upon completion of project.

This document will pertain specifically to project expenditures related to:

21-RTP-351	Buddy Butts Park - Kart Track Improvements
RTP Project #	(Project Title)



\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Date





## **Accounting and Audit Requirements Acknowledgement Form**

Pursuant to federal law, any entity that expends \$750,000 or more of combined federal funds in its fiscal year is required to have a Single Audit performed in accordance with OMB Circular A-133 and your grant agreement. Federal financial assistance includes funds received from all federal resources, not just funds from the Recreational Trails Program.

The Recreational Trails Program (CFDA# 20.219) is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. This Act set forth standards for obtain consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants).

The Sub-recipient must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. The system must provide accounting data so that the total cost of each individual Grant Project can be readily determined. Grantees must keep accurate records of all RTP Project expenditures including, but not limited to, receipts, progress payments, invoices, and timecards. These records must be retained for a period of three years after final payment is made by the State.

Return this acknowledgement form along with other required forms to ORG by date stated in award letter.

Authorized Signature (Mayor, Board President, Executive Director, etc)



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title



**ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT  
GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY  
ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (WARD 1)**

APPROVED BY THE CITY COUNCIL  
MAY 10 2022  
FORNEY

**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**, pursuant to Section 102-40, 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**, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

**WHEREAS**, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

**IT IS, THEREFORE, ORDERED** that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect a 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it is 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. 30  
Agenda Date: May 10, 2022  
(Hillman, Lumumba)



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

By: (Hillman, Lumumba)



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/2022  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground siggs.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	6010 I-55 N (Ward 1)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___







**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** March 29, 2022

**RE:** Sign Variance

---

Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.



Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-0756

## OFFICE OF THE CITY ATTORNEY

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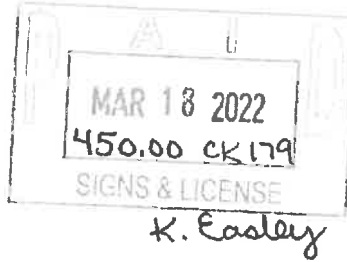
This **ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* SM

4/6/22  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
4/11/22  
SM





**FOR OFFICE USE ONLY**

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

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

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

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722

Fax: \_\_\_\_\_

Email: EBikas@QuikTrip.com



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

Name: Eric Bikas  
Mailing Address: 952 Old Peachtree Road NW  
City: Lawrenceville State: GA Zip: 30043  
Contact Phone: 770-325-6722 Fax: \_\_\_\_\_  
Email: EBikas@QuikTrip.com

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

Name: Hannah Investments LLC  
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,  
City: Santa Rosa Beach State: FL Zip: 32459  
Email: LBRADSMITH@ROYALNISSAN.COM

FL  
32459

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

\_\_\_\_\_ Variance(s) \$450.00



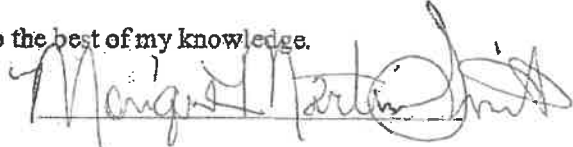


**DECLARATION:**

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.

Hannah Investments LLC



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

6010 I 65 N Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF ~~MISSISSIPPI~~ FL  
COUNTY OF ~~HINDS~~ Walton

Personally came and appeared before me, the within named:

Marique Martin Smith

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 21

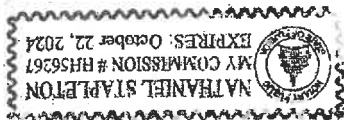
Day of Feb., 2022.

MY COMMISSION EXPIRES:

10/22/2024



NOTARY PUBLIC







**QuikTrip.**  
CORPORATE OFFICE  
4705 South 129th East Avenue  
Tulsa, Oklahoma 74134-7008  
P.O. Box 3475  
Tulsa, Oklahoma 74101-3475  
918-615-7700

City of Jackson Zoning Dept.  
219 S. President St.  
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

**1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.**

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.



Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



*Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side*



*Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)*

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip side is even more off-grade and obscured from the tall



trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



*Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees*

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.





- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign  
at Northside Drive exit—just two exits from the planned QuikTrip*



This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:  
Eric Bikas | Real Estate Project Manager  
952 Old Peachtree Rd. NW  
Lawrenceville, GA 30043  
ebikas@quiktrip.com  
Office: (770) 325.6722  
Mobile: (864) 982.0046



STATE OF Mississippi  
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Wallin  
Notary Public

My Commission Expires:

6-17-2025





DEPARTMENT OF PLANNING AND DEVELOPMENT

April 5, 2022

Quik Trip  
Eric Bikas  
952 Old Peachtree Road NW  
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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

Sincerely,

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

Terry Coleman, Manager  
Signs & License Division







CITY OF JACKSON  
ZONING DIVISION

Date 4-8-22  
Zone C-3  
Approved By JM  
Note \_\_\_\_\_

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	<u>Aluminum Frame</u>	
Wind Pressure <u>TBD by engineering</u>		<u>Plastic Inserts</u>	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS: <u>C-3</u></b>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
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.

Applicant's Signature

Date

Sign and License Division Manager





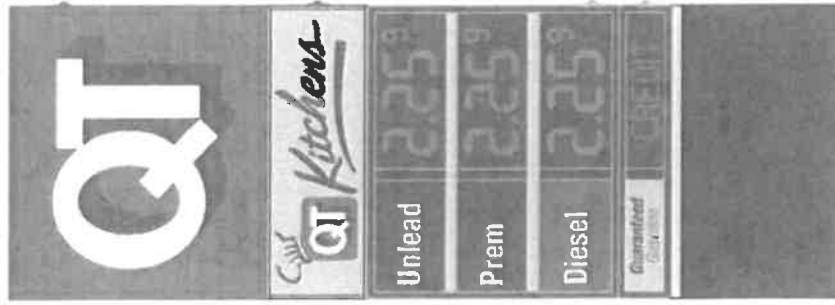


# Lower sign SF Breakdown

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION



25.93 SF Sign Area

10.23 SF Sign Area

25.47 SF Sign Area

5.34 SF Sign Area

Same SF if 2 product or 3 product is required











RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

**SURVEY LEGAL DESCRIPTION**

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(8S) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/4 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.65 feet to a found 1/4 inch rebar; thence run South 00 degrees 49 minutes 38 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Varied), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-3130, said point being P.C. Station 41+84.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way, thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+80.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.



OFFICE OF THE CITY ATTORNEY  
5/10/22  
J.M.

**ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS (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**, pursuant to Section 102-40, 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**, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs; and

**WHEREAS**, pursuant to Section 102-40, the Signs and License division recommends that the City Council deny Quik Trip's sign variance application; and

**IT IS, THEREFORE, ORDERED** that Quik Trip is hereby denied a variance from the Sign Ordinance regulations to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has not met the necessary criteria for the requested variance.

Agenda Item No. 31  
Agenda Date: May 10, 2022  
(Hillman, Lumumba)



**IT IS FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that special conditions and circumstances 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.

Item # \_\_\_\_\_

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

By: (Hillman, Lumumba)



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

3/29/2022  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	6010 I-55 N (Ward 1)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> AABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> WBE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> HBE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u> NABE _____ %      WAIVER    yes _____ no _____      N/A <u>  X  </u>	







**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** March 29, 2022

**RE:** Sign Variance

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Quik Trip, located at 6010 I-55 N, is requesting a variance to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

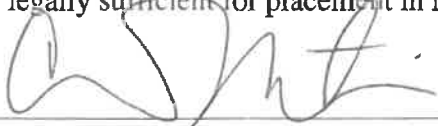


Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 968-1799  
Facsimile: (601) 960-1736

## OFFICE OF THE CITY ATTORNEY

This **ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS** is legally sufficient for placement in NOVUS Agenda.



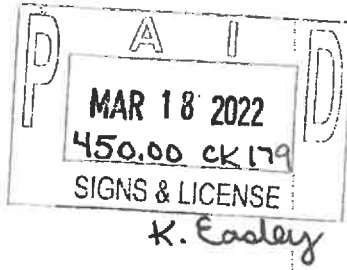
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* A.M.

DATE

4/6/22

RECEIVED BY CITY ATTORNEY  
4/11/22  
S.M.





**FOR OFFICE USE ONLY**

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

## CITY OF JACKSON, MS

### Application for Sign Variance

I. Subject Property Address: 6010 I-55 N, Jackson, MS

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

To increase the allowed height of the sign on I55 frontage from 40' to 65'

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:

None

IV. Are there any Restrictive Covenants? None If yes, please attach copies

V. What is the Zoning classification of property? C-3

If yes, please attach copies of agency findings and decisions.

#### VI. APPLICANT'S INFORMATION:

Name: Eric Bikas/QuikTrip

Mailing Address: 952 Old Peachtree Road NW

City: Lawrenceville State: GA Zip: 30043

Contact Phone: 770-325-6722 Fax: \_\_\_\_\_

Email: EBikas@QuikTrip.com



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

Name: Eric Bikas  
Mailing Address: 952 Old Peachtree Road NW  
City: Lawrenceville State: GA Zip: 30043  
Contact Phone: 770-325-6722 Fax: \_\_\_\_\_  
Email: EBikas@QuikTrip.com

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

Name: Hannah Investments LLC  
Mailing Address: 174 Watercolor Way #103-317, Santa Rosa Beach,  
City: Santa Rosa Beach State: FL Zip: 32459  
Email: LBRADSMITH@ROYALNISSAN.COM

FL  
32459

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

\_\_\_\_\_ Variance(s) \$450.00





**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.

Hannah Investments LLC

*Monique Martin Smith*

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

6010 IES N

Jackson, Mississippi

On this the 21 day of February, 2022.

STATE OF MISSISSIPPI FL

COUNTY OF ~~HINDS~~ Walter

Personally came and appeared before me, the within named:

Monique Martin Smith

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.

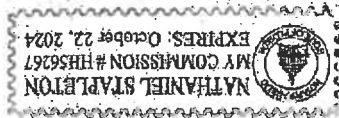
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21

Day of Feb, 2022

MY COMMISSION EXPIRES:

10/22/2024

*[Signature]*  
NOTARY PUBLIC







**QuikTrip.**

CORPORATE OFFICE  
4705 South 129th East Avenue  
Tulsa, Oklahoma 74134-7008  
P.O. Box 3475  
Tulsa, Oklahoma 74101-3475  
918-615-7700

City of Jackson Zoning Dept.  
219 S. President St.  
Jackson, MS 39201

Re: Sign Variance Statement of Intent

Dear Planning and Zoning Department:

QuikTrip is excited to open its first convenience store in Mississippi's capitol city, serve its citizens, and integrate with the Jackson community. We have thoroughly enjoyed planning the site and working with the Site Plan Review Committee to ensure QuikTrip is tailoring this site to the City's needs wherever possible.

This property is located at Adkins Road and I-55 Frontage Road N (formerly Twin Peaks, next to Cracker Barrel) and is very unique due to the grade of the interstate at that area and topography of the surrounding properties. Due to the special conditions and circumstances which are peculiar to this piece of property—in particular, the significant difference in grade from I-55 to this property and the tall trees blocking the property from view—QuikTrip is requesting a variance on the maximum height typically allowed for signs. Under the circumstances unique to this property, enforcement of the 40-foot sign height maximum would deprive QuikTrip of rights other properties share in the same district. Namely, the surrounding tall trees and grade issues would deprive QuikTrip of the ability to have its sign seen by interstate traffic at 40 feet.

As a result, QuikTrip is requesting a sign variance from the 40-foot maximum to allow a 65-foot sign. Because interstate traffic—a massive part of any convenience store's potential customers—would be unable to see a 40-foot sign on this unique piece of land, QuikTrip believes this request is reasonable and necessary as discussed below.

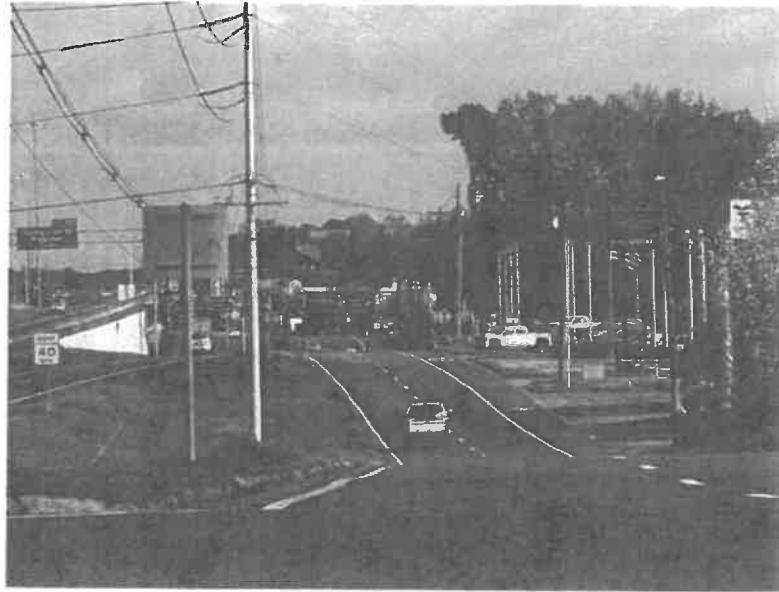
**1. Special conditions and circumstances peculiar to this land would prevent potential customers from seeing its sign.**

Special conditions and circumstances exist which are peculiar to the land involved here but are not applicable to other property in the same district. There are significant topography-related obstacles this land faces that other pieces of property zoned similarly do not face.

First, the property is well below the I-55 bridge over Adkins Road, which would make even a 40-foot sign insufficient for this piece of property. Although QuikTrip is aware that the grade difference between the property and I-55 allows for the additional 5 feet of sign, this alone does not address the problem that I-55 N and S flow downhill in both directions from this property. In other words, when approaching the property from both directions, cars are traveling uphill, which further exacerbates the inability to see smaller signs and makes the 40-foot allowance insufficient.



Second, there are many tall trees on the property and surrounding properties that would make a 40-foot sign insufficient. Across Adkins, there is a forest of tall trees that would prevent a 40-foot sign from being viewed by traffic headed southbound on I-55.



*Photograph from Frontage Road (facing northbound) depicting tall trees blocking the property from view on righthand side*



*Photograph taken from the planned QuikTrip site depicting the tall trees from the other side (facing southbound)*

This land abuts the property on which Cracker Barrel is located, and the Cracker Barrel sign is impossible to see traveling on I-55 N until you are essentially on top of the property. The proposed QuikTrip side is even more off-grade and obscured from the tall



trees than Cracker Barrel because it is closer to them. This is a major issue for a service station that will get a huge portion of business from non-Jackson residents passing through (which also represents tax revenue from non-Jackson citizens that would not be captured).

In addition, there are trees on the property itself and on Cracker Barrel's property that would block a 40-foot QuikTrip sign from both directions on I-55 (both northbound and southbound). QuikTrip also wants to avoid blocking Cracker Barrel's sign.



*Drone photograph showing Cracker Barrel sign not visible from I-55 S due to trees*

Unfortunately, 40 feet is insufficient to overcome all the obstacles created by this specific land.

- 2. Enforcing the 40-foot maximum height for signs would deprive QuikTrip of the right to have its sign viewed from I-55—a right enjoyed by other properties in the same district**

This is the only portion of the I-55 corridor from County Line Road to Downtown Jackson that faces obstacles of both significant grade issues and tall trees. All other properties along this corridor have the right to have passers-by see their sign from I-55 without the need for a more than 40-foot sign. Sign visibility is particularly important for services stations, which get a significant portion of their business from people passing through and patronizing QuikTrip based solely on seeing the sign advertising its existence. Under the current circumstances (unlike with all the other properties in the district), a 40-foot sign would make it hard for would-be customers to change lanes and make the Adkins-Beasley exit safely because, by the time the sign is visible, an abrupt maneuver would be required to exit. The taller signage would give drivers the proper time to legally change lanes and exit.



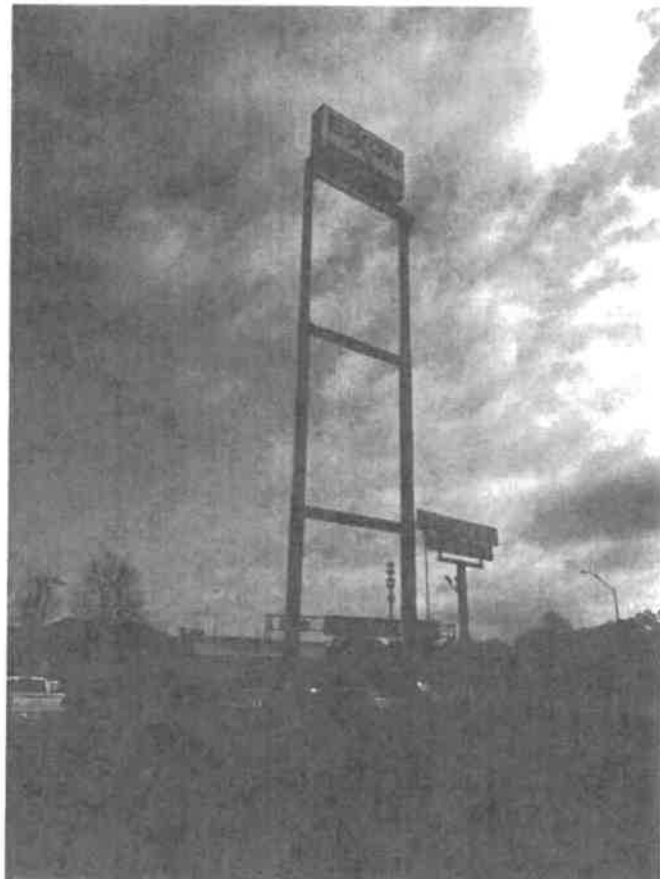


- 3. These obstacles/conditions are not the result of QuikTrip but are due to the grade of the interstate and the topography of the area.**

The issues discussed are due to the grade of the interstate and the trees on the property and surrounding properties—none of which were created or caused by QuikTrip. These conditions do not result from the actions of QuikTrip and are not under their control; yet they deprive QuikTrip of the right to have a sign viewed by I-55 travelers.

- 4. Granting this variance will not confer special privileges on QuikTrip.**

QuikTrip is merely requesting the same privilege other properties along I-55 have—the privilege to have their sign seen by interstate traffic. The special circumstances and conditions of the land as-is would deprive this right from QuikTrip if the 40-foot maximum sign height is enforced. In addition, as you may know, there is a high-rise sign only two exits away at Northside Drive. And the property on which the sign exists does not face any of the same issues faced by the property at issue here.



*Photograph of high-rise Exxon sign  
at Northside Drive exit—just two exits from the planned QuikTrip*



This sign would not be unique to this corridor. More importantly, it would simply give QuikTrip the same rights other properties in the area have, which is the right to be seen from the interstate. This is all the more important with service stations like QuikTrip. QuikTrip is requesting that the City relax its sign height maximum not as special treatment but to give the same rights to this property that other properties in this area have—the right to have its sign viewed from the interstate.

QuikTrip is very excited about the prospect of joining the Jackson community and looks forward to being an integral part of it. We appreciate your time and consideration of this matter and welcome any questions, comments, or requests for additional information. We look forward to working with you and serving the City of Jackson and its fine residents.

Sincerely,



Dillon King on behalf of:  
Eric Bikas | Real Estate Project Manager  
952 Old Peachtree Rd. NW  
Lawrenceville, GA 30043  
ebikas@quiktrip.com  
Office: (770) 325.6722  
Mobile: (864) 982.0046



STATE OF Mississippi  
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Dillon King, who acknowledged that he/she is the agent for QUIKTRIP, and that for and on behalf of said entity as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said entity to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of March, 2022.

Stephan D. Williams  
Notary Public

My Commission Expires:

6-17-2025



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

April 5, 2022

Quik Trip  
Eric Bikas  
952 Old Peachtree Road NW  
Lawrenceville, GA 30043

Re: Quik Trip Sign Variance Application

Dear Mr. Bikas:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Quik Trip located at 6010 I-55 N.

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 Quik Trip is requesting to erect a 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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

Sincerely,



Terry Coleman, Manager  
Signs & License Division







CITY OF JACKSON  
ZONING DIVISION

Date 4-8-22

Zone C-3

Approved By JM

Note \_\_\_\_\_

RECEIVED

APR - 8 2022

SIGNS/LICENSE DIVISION

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

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>Bright Lite Signs</u>		Business Name <u>QuikTrip #7248</u>	
Address <u>1683 Double Springs Church</u>		Business Address <u>6010 I-55 Frontage Rd N,</u>	
City <u>Road Monroe GA 30656</u>		Jackson, MS 39211	
Phone <u>770-207-0888</u>		Owner's Name <u>Eric Bikas/ QuikTrip Corporation</u>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone <u>770-325-6722</u>	
City of Jackson Privilege License # _____		Privilege License # <u>TBD</u>	
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height <u>65'</u>	Height _____	Internal <input type="checkbox"/> External <input type="checkbox"/>	
Height <u>65'</u>	Length _____	UL# <u>UL 48</u>	
Length <u>8'</u>	Square Footage _____	Sign Material Type: <u>Steel Post</u>	
Square Footage <u>173.7</u>	Wall Area _____	<u>Aluminum Frame</u>	
Wind Pressure <u>TBD by engineering</u>		<u>Plastic Inserts</u>	
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS: <u>C-3</u></b>	
<u>QT, Kitchens, Unleaded, Diesel,</u>		Date Inspected: _____	
<u>Guaranteed Gasoline</u>		APPROVED <input type="checkbox"/>	
<u>Numbers for Gasoline price and Diesel</u>		DISAPPROVED <input type="checkbox"/>	
<u>price</u>			
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.

Applicant's Signature

2/16/22

Date

Sign and License Division Manager







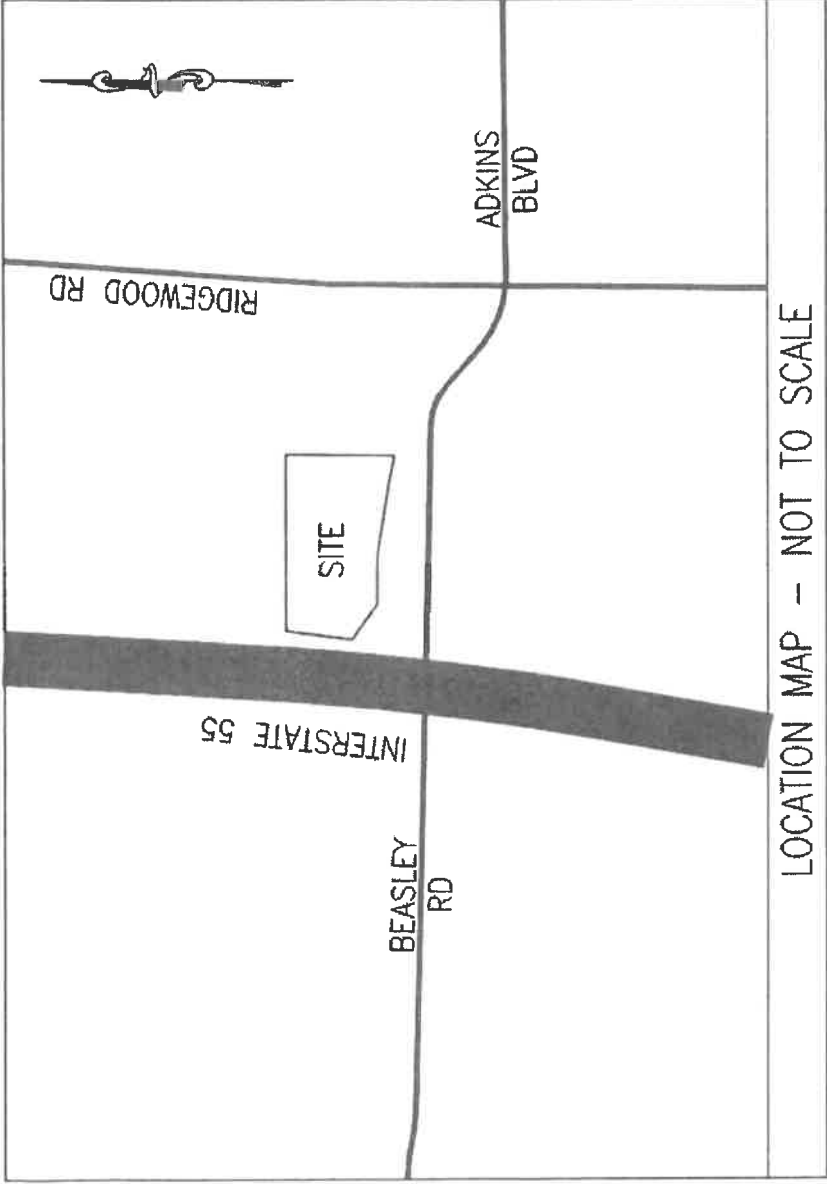


## SURVEY LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 North, Range 1 East, Hinds County, Mississippi, said parcel being more particularly described as follows:

Commence at the intersection of the East Right of Way line of the East Service Road of Interstate Highway 55 North, as road is now laid out and constituted (1972), with the South line of the aforesaid Section 1; thence run North 07 degrees 28 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 182.96 feet to a point; thence run North 00 degrees 49 minutes 59 seconds East along the East Right of Way line of said Service Road for a distance of 122.45 feet to a point; thence run South 89 degrees 10 minutes 01 seconds East for a distance of 19.39 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point marking the new Right of Way of Interstate Highway 55, said point being Station 425+50.00 as shown on Mississippi Highway Department Federal Aid Project No. 51-0055-2(85) Hinds & Madison County, dated November 07, 1981, said point also being the POINT OF BEGINNING of the parcel herein described; thence run North 07 degrees 43 minutes 46 seconds East along said Interstate Highway 55 North Right of Way for a distance of 123.27 feet to a found 1/2 inch rebar; thence leaving said Interstate Highway 55 Right of Way run South 89 degrees 53 minutes 01 seconds East for a distance of 325.68 feet to a found 3/4 inch rebar; thence run South 00 degrees 49 minutes 18 seconds West for a distance of 200.77 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point lying on the Northern Right of Way of Adkins Boulevard (R.O.W. Verlee), said point lying on a curve to the left, said curve having a radius of 607.97 feet, a central angle of 04 degrees 56 minutes 40 seconds, a chord bearing of North 78 degrees 19 minutes 46 seconds West, and a chord distance of 52.45 feet; thence run along the arc of said curve and along said Adkins Boulevard Right of Way for a distance of 52.47 feet to a set 5/8 inch capped rebar stamped Bridges PS-9130, said point being P.C. Station 41+94.07 of said Mississippi Highway Department Federal Aid Project, said point lying on Interstate Highway 55 North Right of Way; thence leaving said Adkins Boulevard Right of Way run North 80 degrees 48 minutes 06 seconds West along said Interstate Highway 55 North Right of Way for a distance of 135.55 feet to a found 5/8 inch capped rebar stamped Collins (PLS1811), said point being Station No. 40+50 of said Mississippi Highway Department Federal Aid Project; thence run North 89 degrees 15 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 89.13 feet to a found 5/8 inch capped rebar stamped Collins (PLS 1811), said point being Station 39+60.89 of said Mississippi Highway Department Federal Aid Project; thence run North 54 degrees 49 minutes 53 seconds West along said Interstate Highway 55 North Right of Way for a distance of 79.57 feet to the POINT OF BEGINNING. Said parcel contains 57,765 Square Feet or 1.33 Acres more or less.









**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS 49 USC 5307 URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION RELATED PLANNING IN THE AMOUNT OF \$3,713,585.00 AND 49 USC 5339 BUS AND BUS FACILITIES FORMULA PROGRAM IN THE AMOUNT OF \$287,070.00**

**WHEREAS**, the United States Department of Transportation, Federal Transit Administration annually allocates funding for states under 49 USC 5307 (“Section 5307”) Urbanized Area Formula Grant for Transit Capital, Operating Assistance, and Transportation Related Planning and under 49 USC 5339 (“Section 5339”) for Bus and Bus Facilities Formula Programs and;

**WHEREAS**, to receive these funds the Urbanized Area must make an application; and

**WHEREAS**, the City of Jackson will apply to the United States Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$3,713,585.00 (three million seven hundred thirteen thousand five hundred eighty five dollars) for Section 5307 Urbanized Area Formula Grant for Transit Capital, Operating Assistance, and Transportation Related Planning which represents FY2022 Federal Congressional Apportionments and \$287,070.00 (two hundred eighty seven thousand seventy dollars) for Section 5339 Bus and Bus Facilities Programs which represents the allocations from FY2022 Federal Congressional Apportionments; and

**WHEREAS**, these funds can be used to support Transit Capital, Operating Assistance, and Transportation Related Planning as well as Bus and Bus Facilities Programs for the City of Jackson Transit System, Transportation Planning and Transit Services Division; and

**WHEREAS**, upon acceptance of these funds, the City of Jackson, as a metropolitan area with a population of less than 200,000, is required to provide a 50% local match for **Section 5307** in the amount of \$2,785,189.00 (two million seven hundred eighty five thousand one hundred eighty-nine dollars) and then, of the remaining \$2,785,189.00, provide a 20% local match for Section 5307 in the amount of \$232,099.00 (two hundred thirty-two thousand ninety-nine dollars), for a combined total federal contribution of \$3,713,585.00 and a combined total local contribution of \$3,017,288.00 to be budgeted in the City of Jackson fiscal budget; and

**WHEREAS**, upon acceptance of these funds, the City of Jackson, is required to provide a 20% local match for **Section 5339** in the amount \$71,767.00 (seventy one thousand seven hundred sixty-seven dollars), for a total federal contribution of \$287,070.00 and a total local contribution of \$71,767.00 to be budgeted in the City of Jackson fiscal budget; and

**WHEREAS**, the table listed below shows a representation of the allocation of funds; and

<b>FY2022 Apportionments</b>			
	<b>Federal</b>	<b>Local</b>	<b>Total</b>

Agenda Item No. 32  
 Agenda Date: May 10, 2022  
 (Hillman, Lumumba)



Section 5307				
	50%	\$2,785,189.00	\$2,785,189.00	\$5,570,378.00
	20%	\$928,396.00	\$232,099.00	\$1,160,495.00
	<b>Sub-total</b>	<b>\$3,713,585.00</b>	<b>\$3,017,288.00</b>	<b>\$6,730,873.00</b>
Section 5339				
	20%	\$287,070.00	\$71,767.00	\$358,837.00
	<b>Overall Totals</b>	<b>\$4,000,655.00</b>	<b>\$3,089,055.00</b>	<b>\$7,089,710.00</b>

**WHEREAS**, the staff is recommending that the City apply for and accept said award for use in the City's transit system and City of Jackson's Transportation Planning and Transit Services Division.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the applications and related documents and execute the agreement with the United States Department of Transportation, Federal Transit Administration seeking a grant award in the amounts of \$3,713,585.00 (three million seven hundred thirteen thousand five hundred eighty five dollars) from Section 5307 Urbanized Area Formula Grant for Transit Capital, Operating Assistance, and Transportation Related Planning and in the amount of \$287,070.00 (two hundred eighty-seven thousand seventy dollars) from Section 5339 Bus and Bus Facilities Programs for an overall total grant award of \$4,000,655.00 (four million six hundred fifty-five dollars) for financial assistance of the City of Jackson Transit System, Transportation Planning and Transit Services Division.

Item# \_\_\_\_\_  
 Agenda Date: April 26, 2022  
 By: (Hillman, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/26/2022**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENTS 49 USC 5307 URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION RELATED PLANNING IN THE AMOUNT OF \$3,713,585.00 AND 49 USC 5339 BUS AND BUS FACILITIES FORMULA PROGRAM IN THE AMOUNT OF \$287,070.00</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of capital, operating and planning expenses of City's public transit system and bus and bus facilities.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and Mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	\$303,866.00 (20%) and \$2,785,189.00 (50%) matching funds from the City of Jackson: Overall Total: \$3,089,055.00
9.	<b>Source of Funding</b> <b>General Fund X</b> <b>Grant X</b> <b>Bond</b> <b>Other</b>	FTA Section 5307 Urbanized Area Formula Grant –FY 2022 & City Budgets: \$6,730,873.00 FTA Section 5339 Bus and Bus Facilities Program- FY 2022 & City Budget: \$358,837.00 Matching Funds: Entire Fund 187.565.10; 187.565.20; 187.565.30.
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>



# MEMORANDUM

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

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

**FROM:** Christine Welch, Deputy Director  
Office of Transportation

**DATE:** April 7, 2022

**RE:** Agenda Item for April 26, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, grant agreements and related documents in the amount of \$4,000,655.00 to receive federal funds from the United States Department of Transportation, Federal Transportation Administration (FTA) Urbanized Area Formula Grant (49 USC 5307) and the Bus and Bus Facilities Program (49 USC 5339). The grant funds requested are \$3,713,585.00 from Section 5307 Urbanized Area Formula Grant and \$287,070.00 from the Section 5339 Bus and Bus Facilities Program. These grant funds represent the congressional allocations for FY2022.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to support Transit Capital, Operating Assistance, and Transportation Related Planning included in JTRAN's approved Federal Transit Administration budget. Said grants would require a total in matching funds in the amount \$3,089,055.00 from the City of Jackson. Matching funds will be budgeted in the City of Jackson fiscal years when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)





Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-7456

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS AND EXECUTE THE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPOINTMENTS 49 USC 5307 URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION RELATED PLANNING IN THE AMOUNT OF \$3,713,585.00 AND 49 USC 5339 BUS AND BUS FACILITIES FORMULA PROGRAM IN THE AMOUNT OF \$287,070.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*\_\_\_\_\_

4/20/22  
DATE

OFFICE OF THE CITY ATTORNEY  
V.J. 4/20/2022



**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION FOR CONSTRUCTION OF STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER TGR-0250-00(047)LPA/107200-801000 (WARDS 1, 3, 7)**

OFFICE OF THE CITY ATTORNEY  
2-23-2022

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc., for the State Street TIGER Project; and

**WHEREAS**, a final inspection was held on January 8, 2021 and the contractor was released from maintenance on January 19, 2021; and

**WHEREAS**, the proposed Supplemental Agreement #2 adds 152 calendar days to the project time to account for reduced production caused by the COVID-19 pandemic, named tropical storms that passed over the job site during the construction contract, and floods that occurred on the job site.

**WHEREAS**, the final payment for the contract will be \$694,188.08, which results in a final construction cost of \$17,390,753.06, a decrease of \$2,234,112.39 under the contract value of \$19,624,865.45.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #2/Final to the contract of Hemphill Construction Company, Inc. for the construction of the State Street TIGER Project, Federal Aid Project Number TGR-0250-00(047)LPA/107200-801000, adding 152 calendar days to the contract.

**IT IS FURTHER ORDERED** that final payment be made to Hemphill Construction Company, Inc, in the amount of \$694,188.08 for the State Street TIGER Project.

**IT IS FURTHER ORDERED** that the Municipal Clerk shall publish the Notice of Completion for the State Street TIGER Project.

Agenda Item No. 33  
Agenda Date: May 10, 2022  
(King, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     April 14, 2022  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute Supplemental Agreement #2/Final with Hemphill for the State Street TIGER Project and authorizing final payment.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Motorists, Bicyclists, and Pedestrians on State Street
4.	<b>Benefits</b>	Adds time to account for reduced production caused by the COVID-19 pandemic, adds time to account for floods and named tropical storms over the site.
5.	<b>Schedule (beginning date)</b>	Upon Council approval
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	State Street from Hartfield St to Sheppard Rd (Wards 1, 3, and 7)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Final Payment of \$694,188.08. Final construction cost of \$17,390,753.06, a decrease of \$2,234,112.39. Add 152 calendar days to the contract
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	USDOT/FHWA TIGER Grant 80%; City 20%  173 45135 5B4007 702 6485
10.	<b>EBO participation</b>	ABE _____ %    WAIVER    yes ___ no ___    N/A _____ AABE _____ %    WAIVER    yes ___ no ___    N/A _____ WBE _____ %    WAIVER    yes ___ no ___    N/A _____ HBE _____ %    WAIVER    yes ___ no ___    N/A _____ NABE _____ %    WAIVER    yes ___ no ___    N/A _____



Department of Public Works



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director

**Date:** April 22, 2022

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

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #2/Final to the contract with Hemphill for the State Street TIGER Project. This item also authorizes final payment and publication of the notice of completion. This will conclude the State Street TIGER Project.

The final construction cost for the project was \$17,390,753.06, a decrease of \$2,234,112.39 under the construction contract value. The proposed Supplemental Agreement #2 will add 152 calendar days to the project to account for production delays during the COVID-19 pandemic that occurred during the project, named tropical storms that passed over the job site during the project, and days when Eubanks Creek rose out of its banks and into the job site.

It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.





Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2879  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/19/22

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION FOR CONSTRUCTION OF STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER TGR-0250-00(047)LPA/107200-801000 (WARDS 1, 3, 7) is legally sufficient for placement in NOVUS Agenda.

  
CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/19/22  
DATE



**Brad White**  
Executive Director

*P. O. Box 1850*  
*Jackson, MS 39215-1850*  
*Telephone (601) 359-7249*  
*FAX (601) 359-7050*  
*GoMDOT.com*



**Brian D. Ratliff**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock**  
Deputy Executive Director/Administration  
**Charles R. Carr**  
Director, Office of Intermodal Planning

April 18, 2022

**MEMORANDUM**

Mr. Don Davis  
Division Administrator  
Federal Highway Administration  
100 West Capitol Street, Suite 1062  
Jackson, MS 39269

PROJECT: TGR-0250-00(047)LPA/107200

COUNTY: Hinds

Dear Mr. Davis:

Submitted for your approval is an LPA Supplemental Agreement No. 2 on the above project.

Please return, after approval, the copies of the Supplemental Agreement.

:KY

Attachment



City of Jackson, Mississippi  
 Project No. TGR-0250-  
 00(047)LPA/107200-001000  
**SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, entered into a contract with the City of Jackson, Mississippi, LPA, on the 28th day of November, 2017, for the construction of Federal Aid Project No. TGR-0250-00(047)LPA/107200-001000, Hinds County; and

WHEREAS: The project provides for the reconstruction of State Street from Hatfield to Shepherd Road, County of Hinds, State of Mississippi; and,

WHEREAS: The original completion date of March 25<sup>th</sup>, 2020 was revised by 39 calendar days, exclusive of Saturdays and Sundays, and legal holidays recognized by the Department in Subsection 108.04.1 to May 6<sup>th</sup>, 2020 in Supplemental Agreement #1.

WHEREAS: The project encountered events specified in Section 907-108-06.2 including named tropical storms and floods which unavoidably prevented prosecuting the work.

WHEREAS: Tropical Storm Gordon accounted for four (4) days, Eubanks Creek flooding accounted for three (3) days, Tropical Storm Barry accounted for six (6) days, and Hurricane Ida accounted for four (4) days of time when no work was possible.

WHEREAS: COVID-19 is an ongoing epidemic throughout the region and affected the Contractor's ability to staff projects during the contract time; and,

WHEREAS: The Contractor requested an additional 135 calendar days to account for time in which crews were affected by COVID-19; and,

WHEREAS: The revised completion date of May 6<sup>th</sup>, 2020 will be revised by 152 days, exclusive of Saturdays and Sundays, and legal holidays recognized by the Department in Subsection 108.04.1 to December 11<sup>th</sup>, 2020.

NOW THEREFORE, it is agreed that the Contractor will perform the necessary work per the Mississippi Department of Transportation specifications and/or as directed by the Engineer. It is further agreed that no compensation or adjustments to existing pay items for the added time will be allowed. It is also agreed that the additional time represents full and final additional time for all COVID related and weather-related conditions encountered on the project as of the executed date of this supplemental agreement. Any additional funding associated with the additional time provided as part of this agreement is non-participating. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Leo Frederick, State LPA Coordinator, Shane Martin MDOT State Construction Engineer, and Eric Griffin, FHWA.



City of Jackson, Mississippi  
Project No. TGR-0250-  
00(047)LPA/107200-801000  
SUPPLEMENTAL AGREEMENT NO. 2

NOW, THEREFORE, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this \_\_\_ day of \_\_\_, 20\_\_.

Federal Insurance Company Surety	Hemphill Construction Company, Inc. Contractor
By: <u>Mary Anne Goodin</u> Mary Anne Goodin, Attorney in Fact    Date	<u>Richard A. Rula</u> Richard A. Rula, President    Date

RECOMMENDED FOR APPROVAL:

[Signature]    3-14-22  
LPA Project Engineer/Architect    Date

Neil Patten    3/22/2022  
MDOT District Engineer    Date

[Signature]    3-22-22  
MDOT State Construction Engineer    Date

[Signature]    4-15-22  
MDOT Executive Director  
for the Mississippi Transportation Commission    Date

Book 22 Page 604

APPROVED:

ERIC D GRIFFITH

Digitally signed by ERIC D GRIFFITH  
Date: 2022.04.19 09:30:34 -0500

\_\_\_\_\_  
LPA OFFICIAL    Date

\* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}





City of Jackson, Mississippi  
Project No. TGR-0250-  
00(047)LPA/107200-801000  
SUPPLEMENTAL AGREEMENT NO. 2

NOW, THEREFORE, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this \_\_\_ day of \_\_\_, 20\_\_.

Federal Insurance Company Surety	Hemphill Construction Company, Inc. Contractor
By: <u>Mary Anne Goodin</u> Mary Anne Goodin, Attorney in Fact    Date	<u>Richard A. Ruls</u> Richard A. Ruls, President    Date

RECOMMENDED FOR APPROVAL:

[Signature]    3-14-22  
LPA Project Engineer/Architect    Date

[Signature]    3/22/2022  
MDOT District Engineer    Date

[Signature]    3-22-22  
MDOT State Construction Engineer    Date

[Signature]    4-15-22  
MDOT Executive Director  
for the Mississippi Transportation Commission    Date

Book 22 Page 604

APPROVED:

ERIC D GRIFFITH  
Digitally signed by ERIC D GRIFFITH  
Date: 2022.04.19 09:37:59 -05'00'

\_\_\_\_\_  
LPA OFFICIAL    Date

\* (concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000)



# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi

such as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chiorok*

Dawn M. Chiorok, Assistant Secretary



*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hudson

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chiorok, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chiorok, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereon; that the seals affixed to the foregoing Power of Attorney are such corporate seals and were lawfully affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



MATHERINE J. ADELMAN  
NOTARY PUBLIC OF NEW JERSEY  
No. 2379885  
Commission Expires July 16, 2024

*Matherine J. Adelman*  
Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (such as "Written Commitments"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided in its such person's writing appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chiorok, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



*Dawn M. Chiorok*

Dawn M. Chiorok, Assistant Secretary

IF THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTARY USE OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (800) 503-2443 Fax (800) 525-3535 e-mail: [custserv@chubb.com](mailto:custserv@chubb.com)



**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100 (WARD 2)**

OFFICE OF THE CITY ATTORNEY  
MAY 10 2022

**WHEREAS**, the City of Jackson entered into a construction engineering and inspection contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project; and

**WHEREAS**, due to the extension of contract time, Neel-Schaffer, Inc. will have to perform additional services on the project, and has provided a cost estimate of \$100,000.00 to provide construction engineering and inspection services for the project.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute supplemental agreement #1 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project, Federal Aid Project No. STP-0250-00(047)LPA/107100, for an amount not to exceed \$100,000.00.

Agenda Item No. 34  
Agenda Date: May 10, 2022  
(King, Lumumba)



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

**April 13, 2022**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute SA#2 to the CE&I services contract with Neel-Schaffer for the West County Line Road TIGER Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	<b>Who will be affected</b>	Residents, businesses, railroads, and motorists in the Tougaloo area
4.	<b>Benefits</b>	Provide engineering services for the TIGER Project
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	West County Line Road at the CN Railroad (Ward 2).
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	Increase by \$100,000.00 New contract amount \$2,462,233.10
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input checked="" type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	City Funds
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____





Department of Public Works



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director

**Date:** April 14, 2022

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

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #2 to the construction engineering and inspection services contract with Neel-Schaffer, Inc. for the West County Line Road TIGER Project.

As part of the West County Line Road TIGER Project, the City entered into a CE&I contract with Neel-Schaffer, Inc. to perform on-site project management and engineering services for the TIGER project. Due to the extension of the project contract time, Neel-Schaffer's contract will have to be extended to complete the federal closeout process. Based on the new contract time, Neel-Schaffer has provided an estimate of \$100,000.00 for the additional CE&I services.

It is my recommendation that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.




Office of the City Attorney

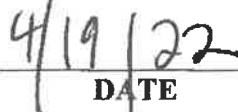
OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1795  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047)LPA/107100 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**CATORIA P. MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

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



Between the  
The City of Jackson  
And  
Neel-Schaffer, Inc.

**SUPPLEMENTAL AGREEMENT NO. 2**

West County Line Road Relocation  
TGR-0250-00(047)/107200-802000  
Hinds County

WHEREAS, Neel-Schaffer, Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the City of Jackson (the LPA) on October 17, 2017, to perform Construction Engineering and Inspection, as provided for in Project No. TGR-0250-00(047)/107200-802000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide additional construction engineering and inspection due to the Contractor not completing the construction according to the contractual time; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$100,000.00;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

**Scope-of-Work**

The CONSULTANT has been required to provide additional services related to the PROJECT which include: Providing The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time for a new completion date of January 19<sup>th</sup>, 2022. This was 317 days after the previous completion date of March 9<sup>th</sup>, 2021.

The Maximum Allowable Cost shall be amended to add the sum of \$100,000.00 so the revised total Maximum Allowable Contract Cost is \$2,448,596.52. The revised total Fixed Fee shall be \$127,667.00. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.



Created - 11/01/08  
Revised - 02/11/15  
Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

**Fees and Expenses Schedule:**

	Labor	Direct Cost	Fixed Fee	Subconsultants	Total
Original	\$796,923.01	\$45,000.00	\$95,582.41	\$1,111,091.10	\$2,048,596.52
SA #1	\$174,240.00	\$2,000.00	\$23,760.00	\$100,000.00	\$300,000.00
SA #2	\$69,371.60	\$955.72	\$8,324.59	\$21,348.09	\$100,00.00
Totals	\$1,040,534.61	\$47,955.72	\$127,667.00	\$1,232,439.19	\$2,448,596.52

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**The City of Jackson**

\_\_\_\_\_  
**Chokwe Antar Lumumba, Mayor**

**Neel-Schaffer, Inc.**

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Robert Walker, Executive Vice President**





OFFICE OF THE CITY ATTORNEY  
Lawrence M. Moore

**ORDER AUTHORIZING PAYMENT OF \$6,446.34 TO SAFECO INSURANCE COMPANY AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM.**

**IT IS HEREBY ORDERED** that payment in the amount of \$6,446.34 be made to Nationwide Insurance as full and complete settlement for any and all claims for damages paid by Nationwide Insurance on behalf of its insured Jimmy Newman due to a motor vehicle accident that occurred on October 07, 2021.

**APPROVED FOR AGENDA:**

Agenda Item No. 35  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)

03/31/2022  
{TBP}

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

03/31/2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>1. Brief</b> Description/Purpose	<b>ORDER AUTHORIZING PAYMENT OF \$6,446.34 TO SAFECO INSURANCE COMPANY, AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM</b>								
2.	<b>Public Policy Initiative</b> 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A								
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	<b>COST</b>	\$6,446.34								
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	{GENERAL FUND}								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$6,446.34 TO SAFECO INSURANCE COMPANY AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM** is legally sufficient for placement in NOVUS Agenda

*[Handwritten signature of Ectoria Martin]*  
\_\_\_\_\_  
Ectoria Martin, City Attorney

5/2/22  
Date

\_\_\_\_\_  
Carrie Johnson Deputy City Attorney

*[Handwritten signature of Carrie Johnson]*

**MEMO**

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**DATE: March 31, 2022**

**RE: Settlement of Subrogation Claim for Safeco Insurance Co. {John Floyd} {14450}**

---

Claimant states their insured (John Floyd) vehicle was parked at his job at 1320 Boling Street when a trailer attached to a city vehicle detached from the truck and came across the parking lot striking the 2016 Jeep Cherokee causing major damage. Claimant is seeking reimbursement in the amount of \$6,446.34 which includes rental, repairs and \$800 deductible to their insured's vehicle.

Per the PER-26 provided by Sewer Maintenance it shows that Rickey Nelson (City driver) stated as he was crossing the railroad track on Boling Street by Great Southern Co. the trailer hitch detached from the truck and the trailer rolled down and hit the vehicles parked in the parking lot. This accident was ruled preventable.

Pursuant to the attached memo from Carrie Johnson, Senior Deputy City Attorney, it is hereby recommended that the City settles this claim for \$6,446.34. The settlement recommendation represents the amount negotiated by the Risk Management Division to settle this claim.

---

**Carrie Johnson, Senior Deputy City Attorney  
Office of the City Attorney**

**CJ/tbp**

**Attachments**



OFFICE OF THE CITY ATTORNEY  
Risk Management Division

March 28, 2022

Liberty Mutual Insurance  
Attn: Joanne Davidson  
P.O. Box 5014  
Scranton, PA 18505

RECEIVED

MAR 29 2022

RISK MANAGEMENT DIVISION

**RE: Claim for Damages against the City of Jackson**  
**Your Claim Number: #047219232-01**  
**Claim Number: 14450**  
**Date of Incident: 10/07/2021**  
**Description of Claim: Property Damage**

Dear Liberty Mutual Insurance Representative:

On November 15, 2021, the Risk Management Division received your claim regarding damage allegedly sustained to your property on October 7, 2021. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of \$6,446.34. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-0521.

Sincerely,

Valerie T. Coleman, Claims Supervisor  
Risk Management Division

**Acknowledgement and Receipt Section**

I, Representative for Liberty Mutual, certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.

Joanne Davidson  
Signature

March 28, 2022  
Date

Safeco Insurance Company of Illinois  
P.O. Box 5014  
Scranton PA 18505-5014

 **CONTACT US**

Matthew.Conley@LibertyMutual.com

Direct: (636) 326-7937  
Toll-Free: (800) 332-3226  
Ext: 27198  
Fax: (888) 268-8840

**Safeco Insurance Company of Illinois**  
P.O. Box 5014  
Scranton PA 18505-5014  
United States

Safeco.com

City Of Jackson Risk Mgt. Division  
Po Box 17  
Jackson, MS 39205  
US

December 8, 2021

Your Insured: Rick Nelson  
Your Claim Number:  
Date of Incident: 10/07/2021  
Our Claim Number: 047219232-01  
Our Insured: John Floyd

Dear City Of Jackson Risk Mgt. Division,

I'm writing with important information regarding the incident occurring on 10/07/2021. Based on our review, we believe your insured is responsible for the damage to our insured's vehicle.

We've enclosed documentation to support our subrogation claim.

Amount We Paid	\$5,021.34
Our Insured's Deductible	\$800.00
Rental	\$625.00
<b>Total Amount Due</b>	<b>\$6,446.34</b>

Please include our claim number on your check for the total amount shown above:

**Safeco**  
**Attn: Claims Financial Operations**  
**PO Box 2825**  
**New York, NY 10116-2825**

Claimant JOHN FLOYD  
 Insured JOHN FLOYD  
 Claim 047219232  
 Date of Loss Thu Oct 07 00:01:00 EDT 2021



Reserve (1) 1st Party Vehicle - JOHN FLOYD - Collision - Non-Medical Loss

Payee	Check #	Issued Date	Amount Paid	Check Status
Booneville Collision Repair Inc	54346489	11/24/2021	\$936.15	Cleared
Booneville Collision Repair Inc	54098079	10/23/2021	\$2,734.92	Cleared
JOHN FLOYD		10/14/2021	\$1,350.27	Cleared
Total			\$5,021.34	

Reserve (3) 1st Party Vehicle - JOHN FLOYD - Loss of Use - Non-Medical Loss

Payee	Check #	Issued Date	Amount Paid	Check Status
ENTERPRISE HOLDINGS INC	04218244	11/17/2021	\$625.00	Cleared
Total			\$625.00	

Grand Total \$5,646.34







# SAFECO INSURANCE COMPANY OF ILLINOIS

Safeco Insurance

\*\*\*Supplement Instructions\*\*\*

ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY LIBERTY MUTUAL/SAFECO INSURANCE COMPANY

Please Submit Supplement Requests at: <https://supplements.libertymutual.com>

\*\*\*Body Shop Instructions\*\*\*

Body Shops Can Check Claim Status, Payments, Obtain Appraisal Info & More

Visit Our Claims Information Portal: <https://claiminfoportal.libertymutual.com>

P.O. Box 5014  
Scranton, PA 18505

Claim #:  
Workfile ID:

047219232-0001  
f0c46d99

## Supplement of Record 2 Summary

Written By: ANDREW LEE, License Number: W778955, 11/18/2021 2:25:53 PM  
Adjuster: CUTLIFF, SHER'E

Insured:	JOHN FLOYD	Owner Policy #:	AMC	Claim #:	047219232-0001
Type of Loss:	Collision	Date of Loss:	10/07/2021 12:00 AM	Days to Repair:	0
Point of Impact:	02 Right Front Pillar (Right Side)	Deductible:	800.00		

### Owner (Insured):

JOHN FLOYD  
1 [REDACTED]  
[REDACTED] 0005  
[REDACTED]  
john.floyd@fmbcornerstone.com

### Inspection Location:

JOHN FLOYD  
JOHN FLOYD  
1 [REDACTED]  
[REDACTED] MS 38829-5503  
Desk  
[REDACTED]

### Repair Facility:

Booneville Collision Repair, Inc..  
100 West Veterans Drive  
Booneville, MS 38829  
(662) 728-4459 Business  
(662) 728-4150 Fax  
205855894 Federal ID

## VEHICLE

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

VIN:	1C4PJMBB2GW183927	Production Date:	10/2015	Interior Color:	BLACK
License:	PWC 0444	Odometer:	101786	Exterior Color:	RHINO CLEARCOAT
State:	MS	Condition:	Good		

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

### DECOR

Dual Mirrors  
Privacy Glass

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Backup Camera

Remote Starter

Search/Seek

Auxiliary Audio Connection

Satellite Radio

### SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Rear Side Impact Air Bags

Bucket Seats

Redining/Lounge Seats

Leather Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps

Rear Spoiler

### TRUCK

Rear Step Bumper

Trailer Hitch



**Supplement of Record 2 Summary**

---

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

Console/Storage	Home Link	Hands Free Device	Trailer Package
Overhead Console	<b>RADIO</b>	Positraction	Power Trunk/Liftgate
Wood Interior Trim	AM Radio	<b>ROOF</b>	
<b>CONVENIENCE</b>	FM Radio	Luggage/Roof Rack	
Air Conditioning	Stereo	<b>SEATS</b>	

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	***Body Shop Instructions*** NOTE: Body Shops can check claim status payments, obtain appraisal, and more at <a href="https://claiminfoportal.libertymutual.com">https://claiminfoportal.libertymutual.com</a>		1			
2	#	***Supplement Instructions*** NOTE: ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY LIBERTY MUTUAL/SAFECO INSURANCE COMPANY. - Supplement Request: <a href="https://supplements.libertymutual.com">https://supplements.libertymutual.com</a>		1			
3	<b>FRONT BUMPER</b>						
4	S01	O/H bumper assy	NONE			3.4	
5	** <>	S01 Repl Non OEM CAPA RT Upper cover	CH1017102C	1	185.00	Incl.	1.2
6		S01 Add for Clear Coat					0.5
7		R&I LT R&I bumper cover	5LT11TZZAE			Incl.	
8		Repl Lower cover w/o park assist	68242484AC	1	376.00	Incl.	
9		R&I RT Fog lamp bezel	68138358AA			Incl.	
10		R&I LT Fog lamp bezel	68138359AA			Incl.	
11		R&I Lower grille w/o adaptive cruise	68138356AA			Incl.	
12		R&I Lower molding	5QZ56XS9AC			Incl.	
13		Repl Add for fog lamps		1		0.3	
14	<b>FRONT LAMPS</b>						
15	**	S01 Repl Non OEM CAPA RT Daytime run lamp	125323009	1	402.00	Incl.	
16		S02 Repl RT Headlamp assy halogen black bezel NOTE: Gossett Motor Cars, Invoice# 597398	68102846AE	1	464.00	0.9	
17		S02 Alm headlamps				0.5	
18	<b>RADIATOR SUPPORT</b>						
19		S02 Repl RT H'lamp bracket NOTE: Gossett Motor Cars, Invoice# 597530	68227484AA	1	55.80	0.3	
20	<b>FENDER</b>						
21	*	Rpr RT Fender (HSS)	68103308AF			2.0	2.0
22		S01 Overlap Major Non-Adj. Panel					-0.2
23		Add for Clear Coat					0.4
24		R&I RT Fender liner w/o black flares	68209688AE			0.3	
25		Repl RT Flare	1UW90RXFAE	1	206.00	0.3	
26		Repl RT Flare extn	1YW28RXFAD	1	137.00	Incl.	
27	*	R&I RT Nameplate "Trail rated"	68231048AA			0.2	
28	**	S01 Repl Non OEM CAPA RT Fender liner w/black flares	CH1249182C	1	129.00	0.3	
29	<b>WHEELS</b>						
30		S01 R&I RT/Front R&I wheel	1UT90GSAAA			m	0.1
31	*	S01 Subl RT/Front Wheel, alloy 17" code: WAC +25% NOTE: Coast to Coast Transwheel - (800) 943-3577, ask for Shelly. Or contact Weel-Tek of Tupelo 662-205-8010	1UT90GSAAA	1	156.25	T m	

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

32	*	S01	Subl	RT/Rear Wheel, alloy 17" code: WAC +25%	1UT90GSAAA	1	<u>156.25</u>	X m		
				NOTE: Coast to Coast Transwheel - (800) 943-3577, ask for Shelly. Or contact Weel-Tek of Tupelo 662-205-8010						
33	#	S01	Repl	Wheel Shipping		1	145.00		1.0	
				NOTE: \$60/each wheel from repair shop to vendor. \$12.50/each wheel from vendor to repair shop.						
34		S01	R&I	RT/Rear R&I wheel	1UT90GSAAA			m	0.1	
35		<b>ROOF</b>								
36		S01	R&I	RT Roof rack black	55112730AC				0.2	
37		<b>PILLARS, ROCKER &amp; FLOOR</b>								
38	*	S01	R&I	RT Rocker molding w/o Trailhawk textured	1YW36RXFAH				<u>0.4</u>	
39	*	S01	Blnd	RT Uniside panel	68340136AA			s	<u>1.0</u>	
				NOTE: Clear coat only to RT roof rail and hinge pillar.						
40		<b>FRONT DOOR</b>								
41	*	S02	Rpr	RT Outer panel (HSS)	68442760AA				<u>6.0</u>	
42				Overlap Major Adj. Panel						
43				Add for Clear Coat						
44			R&I	RT Belt molding black	68442232AA				0.3	
				NOTE: LABOR: Time is after outside mirror and door glass are removed.						
45		S01	Repl	RT Molding textured	6VX66RXFAC	1	142.00		0.3	
46			R&I	RT R&I mirror	68164060AD				0.3	
47			R&I	RT Door glass Jeep w/o laminated	68104584AC				0.5	
48			R&I	RT Handle, outside w/o passive entry textured black	68086818AC				0.2	
49			R&I	RT R&I trim panel	6MD181X9AB				0.5	
50		S02	Repl	RT Nameplate "CHEROKEE" chrome	68423953AC	1	95.80		0.1	
				NOTE: Gossett Motor Cars, Invoice# 597451						
51		<b>REAR DOOR</b>								
52		S01	Repl	RT Flare w/o wide body textured	1UU88RXFAC	1	66.25		0.2	
53	**	S01	Repl	Non OEM RT Molding textured	CH1505110	1	91.00		0.2	
54	*	S02	Rpr	RT Outer panel (HSS)	68102842AB				<u>7.0</u>	
55				Overlap Major Adj. Panel						
56				Add for Clear Coat						
57		S01	R&I	RT Belt molding black	68442226AA				0.3	
58		S01	R&I	RT Handle, outside black	1SZ34AXRAD				0.2	
59		S01	R&I	RT R&I trim panel	6MD201X9AB				0.5	
60		<b>QUARTER PANEL</b>								
61		S01	Blnd	RT Quarter panel	SEE FOOTNOTE				1.1	
62	*	S01	R&I	RT Flare front w/code: MMZ	1UW94RXFAE				<u>0.3</u>	
63	*	S01	R&I	RT Flare rear w/code: MMZ	1YW30RXFAD				<u>0.2</u>	
64		S01	R&I	RT Quarter glass Jeep, black	68224810AA				1.2	

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

65	S01	R&I	molding deep tint RT Upper qtr trim black	1UD04DX9AF			0.2
66	<b>REAR LAMPS</b>						
67	S01	R&I	RT Tail lamp assy	68102906AF			0.3
68	<b>REAR BUMPER</b>						
69	S01	R&I	RT R&I bumper cover	5LT13TZZAD			1.3
70	<b>VEHICLE DIAGNOSTICS</b>						
71	*	Rpr	Pre-repair scan			m	0.5 M
72	*	Rpr	Post-repair scan			m	0.5 M
73	<b>MISCELLANEOUS OPERATIONS</b>						
74	**	Repl	Non OEM Clean & Retape Emblem		1	6.00	0.4
75	#	Subl	Hazardous waste removal		1	3.50	
76	**	S01	Repl Non OEM Glass Urethane kit		1	25.00	
77	**	S01	Repl Non OEM Corrosion Protection		1	8.00	0.2
78	**	S01	Repl Non OEM Flex additive		1	5.00	
79	#	S01	Rpr Color Tint				0.5
80	**	S01	Repl Non OEM Cover Car		1	5.00	0.3
81	#	S01	Subl 4 Wheel Alignment		1	89.95	
82	#	S01	Rpr Rope Glass				0.3
			NOTE: Windshield				
<b>SUBTOTALS</b>					<b>2,949.80</b>	<b>33.1</b>	<b>9.8</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			2,637.30
Body Labor	32.1 hrs @	\$ 49.00 /hr	1,572.90
Paint Labor	9.8 hrs @	\$ 49.00 /hr	480.20
Mechanical Labor	1.0 hrs @	\$ 75.00 /hr	75.00
Paint Supplies	9.8 hrs @	\$ 37.00 /hr	362.60
Miscellaneous			312.50
Subtotal			5,440.50
Sales Tax	\$ 5,440.50 @	7.0000 %	380.84
<b>Total Cost of Repairs</b>			<b>5,821.34</b>
Deductible			800.00
<b>Total Adjustments</b>			<b>800.00</b>
<b>Net Cost of Repairs</b>			<b>5,021.34</b>



**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

**SUPPLEMENT SUMMARY**

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
<b>Changed Items</b>								
37	*	S01 Rpr RT Outer panel (HSS)	68442760AA			-5.0	-2.0	
41	*	S02 Rpr RT Outer panel (HSS)	68442760AA			6.0	2.0	
50	*	S01 Rpr RT Outer panel (HSS)	68102842AB			-4.0	-2.0	
54	*	S02 Rpr RT Outer panel (HSS)	68102842AB			7.0	2.0	
<b>Deleted Items</b>								
42	**	Repl Non OEM RT Nameplate "CHEROKEE" bronze	68283172AA-AT	1	-20.00	-0.1		
<b>Added Items</b>								
16		S02 Repl RT Headlamp assy halogen black bezel	68102846AE	1	464.00	0.9		
		NOTE: Gossett Motor Cars, Invoice# 597398						
17		S02 Aim headlamps				0.5		
18		<b>RADIATOR SUPPORT</b>						
19		S02 Repl RT H'lamp bracket	68227484AA	1	55.80	0.3		
		NOTE: Gossett Motor Cars, Invoice# 597530						
50		S02 Repl RT Nameplate "CHEROKEE" chrome	68423953AC	1	95.80	0.1		
		NOTE: Gossett Motor Cars, Invoice# 597451						
<b>SUBTOTALS</b>					<b>595.60</b>	<b>5.7</b>	<b>0.0</b>	

**TOTALS SUMMARY**

Category	Basis	Rate	Cost \$
Parts			595.60
Body Labor	5.7 hrs @	\$ 49.00 /hr	279.30
Subtotal			874.90
Sales Tax	\$ 874.90 @	7.0000 %	61.24
Additional Supplement Taxes			0.01
<b>Total Supplement Amount</b>			<b>936.15</b>
<b>NET COST OF SUPPLEMENT</b>			<b>936.15</b>

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	2,150.27	KELLIE ROSE
Supplement S01	2,734.92	ANDREW LEE
Supplement S02	936.15	ANDREW LEE
<b>Workfile Total:</b>	<b>\$ 5,821.34</b>	
<b>TOTAL ADJUSTMENTS:</b>	<b>\$ 800.00</b>	
<b>NET COST OF REPAIRS:</b>	<b>\$ 5,021.34</b>	

\*\*\*\*\*SUPPLEMENT INSTRUCTIONS\*\*\*\*\*

- THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY LIBERTY MUTUAL/SAFECO INSURANCE COMPANY.
- Please present this Appraisal to the repair facility before repairs begin.
- In the event of a supplement, please submit to <https://supplements.libertymutual.com>.
- Once the supplement has been reviewed a member of our appraisal team will contact you within 2-3 business days to discuss supplement details.
- To expedite the supplement process a vehicle must be in the shop for repairs with initial teardown completed based on this appraisal.

Appraisal written by Andrew Lee, (925) 433-4259

Appraiser Licensing Information

Florida W778955  
Connecticut: 2749217  
Louisiana: 946175  
Kentucky: 1163703  
Texas: 2743422

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

## Supplement of Record 2 Summary

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3WB14, CCC Data Date 11/15/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.  
X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.  
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.  
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.  
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non  
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.  
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.  
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway  
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

**THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL**  
Please present this Appraisal to the repair facility before repairs begin.

We reserve the right to inspect any additional damage.

\*\* For supplement requests, please follow the instructions below:

\*\*\*\* If the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO STAFF APPRAISER or an INDEPENDENT APPRAISER, please contact the appraiser directly; their email address and phone number can be located in the header of the appraisal or in the "APPRAISER INFORMATION" section at the top of the appraisal.

\*\*\*\* Instructions if the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO GUARANTEED REPAIR NETWORK SHOP\*\*\*\*\*:

\*\*\*\*\* SHOPS USING CCC ESTIMATING SOFTWARE \*\*\*\*\*

--- PREFERRED METHOD --- Your facility can pull down the original estimate and add your supplement request using THE WORKFILE VIA ESTIMATE SHARE (AWE WORKFILE RETRIEVAL - instructions are listed below) If you are unable to complete these steps, the workfile can also be sent to you.

--- NON- PREFERRED METHOD --- Call the Liberty Mutual/Safeco Supplement Hotline at 855-837-1529 OR Email LIBERTYSUPP@CCCIS.COM with your shop name, a contact number. Note that you are a CCC One shop requesting a Liberty Mutual open shop supplement assignment. Please use the following subject line on your request "NEW CCC SUPPLEMENT FILE REQUEST FOR (INSERT CLAIM NUMBER)". After contacting CCC, they will send the original work file to your CCC One estimating system. Open and complete your supplement, LOCK it & upload with the attached photos and documentation.... The supplement has to be LOCKED to transfer through CCC to Liberty Mutual/Safeco. However, you can email as noted above.

\*\*\*\*\* FOR NON-CCC SHOPS OR IF YOUR SUPPLEMENT IS ALREADY COMPLETED IN CCC\*\*\* Email your written supplement PDF, photos and supporting documents to LIBERTYSUPP@CCCIS.COM for processing. Please use the subject line "NEW SUPPLEMENT REQUEST FOR NON CCC SHOP (INSERT CLAIM NUMBER)". To avoid a service delay, please include your shop name, and contact name and phone number. NOTE: You will not be able to merge or upload a supplement that was written prior to completing the download.

\*\*\*\*\*

If you have RENTAL COVERAGE or are entitled to a Rental due to this loss, Rental will be allowed for the reasonable period necessary to repair your vehicle, subject to any applicable policy provisions, laws or regulations.

If a rental vehicle has not been pre-authorized or you have any questions regarding your rental coverage or eligibility, please contact your adjuster prior to securing a rental vehicle.

Additional rental costs offered through the rental agency are not covered.

\*\*\*\*\*

Liberty Mutual/Safeco offers body shops fast and convenient service online through our Claim Information Portal. You can check claim status, obtain payment details, view liability status, and much more.

Visit CLAIMINFOPORTAL.LIBERTYMUTUAL.COM to register and login.

Customers and body shops may also contact a claims representative at the phone numbers below:

Liberty Mutual Insurance 1-800-225-2467

Safeco Insurance 1-800-332-3226

\*\*\*\*\*

**THE INSURER GUARANTEES THAT IT WILL REPLACE ANY PART IDENTIFIED IN THIS ESTIMATE WHICH IS NOT A NEW ORIGINAL EQUIPMENT MANUFACTURER PART, INCLUDING RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER, IF A DEFECT IS DISCOVERED.**

**THIS GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THIS ESTIMATE, BUT IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AT ANY TIME. THIS GUARANTEE COVERS THE COST OF THE**

**Supplement of Record 2 Summary**

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2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

PART, LABOR TO INSTALL, AND PAINT AND MATERIALS, IF REQUIRED, AS WELL AS THE COST OF RENTAL OF A TEMPORARY REPLACEMENT VEHICLE DURING THE REPAIRS. THIS GUARANTEE DOES NOT COVER CONSEQUENTIAL DAMAGES.

IF A DEFECT IS DISCOVERED IN ANY RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER THAT ARE USED IN REPAIR OF YOUR VEHICLE, CONTACT YOUR ADJUSTER OR AGENT IMMEDIATELY, AND WE WILL REPLACE THE PART WITH A NEW ORIGINAL EQUIPMENT MANUFACTURER PART.

\*\*\*\*\*

**AWE WORKFILE RETREVAL INSTRUCTIONS:** In your CCC ONE Estimating, please select ACTION: IMPORT WORKFILE COPY, DOWNLOAD COPY OF WORKFILE FROM CCC <Click NEXT>. Then select the INSURANCE COMPANY listed in the appraisal (LM option), enter the CLAIM NUMBER and WORKFILE ID <Click NEXT>. This will push the assignment to your CCC ONE inbox. Open and complete your supplement, LOCK it & upload with the attached photos and documentation...

\*\*\*\*\*

**Supplement of Record 2 Summary**

2016 JEEP Cherokee Trailhawk 4WD 4D UTV 4-2.4L Gasoline Sequential MPI RHINO CLEARCOAT

**ALTERNATE PARTS SUPPLIERS**

Line	Supplier	Description	Price
5	KEYSTONE-MEMPHIS, TN ADAM BURKETT 4640 HICKORY HILL RD MEMPHIS TN 38141 (800) 976-7898	#CH1017102C Non OEM CAPA RT Upper cover	\$ 185.00
15	All Star Auto Lights - TN Matt Immerfall 201 Gils St SMYRNA TN 37167 (407) 271-8949	#125323009 Non OEM CAPA RT Daytime run lamp	\$ 402.00
28	KEYSTONE-MEMPHIS, TN ADAM BURKETT 4640 HICKORY HILL RD MEMPHIS TN 38141 (800) 976-7898	#CH1249182C Non OEM CAPA RT Fender liner w/black flares	\$ 129.00
53	KEYSTONE-MEMPHIS, TN ADAM BURKETT 4640 HICKORY HILL RD MEMPHIS TN 38141 (800) 976-7898	#CH1505110 Non OEM RT Molding textured	\$ 91.00





**Rental Company:** Enterprise Rent-A-Car  
**Invoice:** 55C9D4Q77F4  
**Alternate Invoice Number:** 4Q77F4

**Bill To: LMI0702**  
 LIBERTY MUTUAL/SAFECO/CERTAINLY INSURANCE COMPANIES  
 ATTN:MARY EID RMD  
 PO BOX 958441  
 LAKE MARY, FL 327958441

**RENTER INFORMATION:**

Renter: FLOYD,JOHN  
 Address: 101 RIDGEVIEW RD  
 BOONEVILLE, MS 38829  
 Home Phone: (662) 728-2106  
 Office Phone: (662) 728-3314

**RENTAL INFORMATION:**

**Rental Branch Location:**  
 ENTERPRISE RENT-A-CAR(55C9)  
 916 HIGHWAY 72 W  
 CORINTH, MS 388345419

**ADDITIONAL CLAIM INFORMATION:**

Claim Number: 04721923203  
 Claim Type: Insured  
 Vehicle Condition: Driveable  
 Date Of Loss: 10/07/2021  
 Insured Name:  
 Owner's Vehicle: 2016 JEEPCHEROKEE T  
 Office Code: PD508  
 Time Escalated:  
 Valet: No  
 Upgrade Requested: No  
 File Escalated: No  
 Split Bill: No  
 ERAC Ref Only Pol Max: 11/16  
 Appraisal Channel: Express Review  
 Follow Up Date:  
 Company Identifier: Safeco  
 Total amount as of date above: 0.00  
 Follow Up Reason:  
 Waiting on Estimate:  
 Date Escalated: 10192021

**Repair Facility:**

BOONEVILLE COLLISION  
 BOONEVILLE, MS 388291031  
 (662) 728-4459

**RENTAL DETAIL:**

Rental Period: 10/18/2021 to 11/11/2021 (25 days)  
**Billed Period: 10/18/2021 to 11/11/2021 (25 days)**

Description	Quantity	Rate	Amount
TIME & DISTANCE	25	\$33.74	\$843.50
RENTAL SALES TAX	1	5.00%	\$42.17
MOTOR VEHICLE RENTAL TAX	1	6.00%	\$50.62
<b>Total Charges:</b>			\$936.29
<b>Less Amount Received:</b>			\$311.29
<b>Total Amount Due:</b>			<b>\$625.00</b>

**VEHICLES RENTED:**

Effective Date	Time	Year	Make	Model	VIN	Mileage
10/18/2021	10:36 AM	2021	FORD	ECOS	MAJ6S3KL2MC403288	719





# Rental Invoice

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Please Return This Portion with Remittance

**Make Payment To:**

**ENTERPRISE RENT-A-CAR**

P.O. BOX 840086

KANSAS CITY, MO 641840086

Federal ID: 43-0724835

**Total Charges:**

\$936.29

**Less Amount Received:**

\$311.29

**Total Amount Due.....**

**\$625.00**

Please Include on your Check:

Invoice:55C9D4Q77F4



## Valerie Coleman

---

**From:** Conley, Matthew <Matthew.Conley@LibertyMutual.com>  
**Sent:** Monday, January 31, 2022 10:05 AM  
**To:** Valerie Coleman  
**Subject:** RE: Claim #047219232-01

Good morning,

The total cost of repairs was \$5821.34. The initial \$1350.27 was paid to our insured as they had not yet chosen a shop to repair their vehicle. The remaining payments were then sent to the shop with the \$800 deductible excluded from the final repair amount.

$\$1350.27 + \$2734.92 + \$936.15 = \$5021.34$ , which matches our final estimate sans the \$800 deductible.

Sincerely,

### **Matthew Conley (he/him/his)**

SR Subrogation Resolution Representative  
Safeco Insurance Company of Illinois  
PO Box 5014  
Scranton, PA 18505-5014  
Direct Dial: 636.326.7937  
Fax: 888-268-8840  
Liberty Mutual | Safeco Insurance



You can download our mobile app now to manage your claim, 24/7. Track your claim status, upload photos, view claim payments, and more by clicking below:



Learn more about our privacy policy at [www.libertymutual.com/privacy](http://www.libertymutual.com/privacy)

This email and any attachments is for the use of the intended recipients only and may contain legally privileged and confidential information. If you are not an intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email and any attachments is strictly prohibited. If you have received this email in error, please notify me by return email or by calling me at the number above, and permanently delete the original and any copy of any email and any printout thereof.

*Please call me Matt. If you prefer to be called by another name, please let me know. All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. We strongly encourage you to send all correspondence by email or other electronic means. However, I can still be reached by phone @ 636.326.7937.*



**From:** Valerie Coleman <vcoleman@city.jackson.ms.us>  
**Sent:** Monday, January 31, 2022 9:56 AM  
**To:** Conley, Matthew <Matthew.Conley@LibertyMutual.com>  
**Subject:** {EXTERNAL} RE: Claim #047219232-01

Thanks for your response. He did file a claim with us for the \$311.29, and he provided proof for that and he will be reimbursed. However, on the printout provided in the demand, it has his name and a payment of \$1350.27. We need a breakdown of that. Does that include his \$800 deductible? Please advise.

**From:** Conley, Matthew <Matthew.Conley@LibertyMutual.com>  
**Sent:** Monday, January 31, 2022 8:53 AM  
**To:** Valerie Coleman <vcoleman@city.jackson.ms.us>  
**Subject:** RE: Claim #047219232-01

Good morning,

I am aware of \$311.29 in out of pocket rental, but I do not know if this amount is final. I will reach out to our insured to confirm.

Sincerely,

**Matthew Conley (he/him/his)**

SR Subrogation Resolution Representative  
Safeco Insurance Company of Illinois  
PO Box 5014  
Scranton, PA 18505-5014  
Direct Dial: 636.326.7937  
Fax: 888-268-8840  
Liberty Mutual | Safeco Insurance



You can download our mobile app now to manage your claim, 24/7. Track your claim status, upload photos, view claim payments, and more by clicking below:



Learn more about our privacy policy at [www.libertymutual.com/privacy](http://www.libertymutual.com/privacy)

This email and any attachments is for the use of the intended recipients only and may contain legally privileged and confidential information. If you are not an intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email and any attachments is strictly prohibited. If you have received this email in error, please notify me by return email or by calling me at the number above, and permanently delete the original and any copy of any email and any printout thereof.

*Please call me Matt. If you prefer to be called by another name, please let me know. All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. We strongly encourage you to send all correspondence by email or other electronic means. However, I can still be reached by phone @ 636.326.7937.*



**From:** Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Sent:** Monday, January 31, 2022 8:49 AM  
**To:** Conley, Matthew <[Matthew.Conley@LibertyMutual.com](mailto:Matthew.Conley@LibertyMutual.com)>  
**Subject:** {EXTERNAL} FW: Claim #047219232-01

Good morning Matthew,

We are still reviewing this claim, however, I need additional information from you. In comparing the initial demand (\$4,885.19) to the updated demand package (\$6,446.34), please advise how much out of pocket the insured (John Floyd) paid? Please advise.

Thanks,

*Valerie T. Coleman, Claims Supervisor*

Office of the City Attorney  
Risk Management Division  
Post Office Box 17  
Jackson, MS 39205  
☎ 601-960-0521 (Office)  
☎ 601-354-4556 (Fax)  
✉ [vcoleman@jacksonms.gov](mailto:vcoleman@jacksonms.gov)



---

**From:** Conley, Matthew <[Matthew.Conley@LibertyMutual.com](mailto:Matthew.Conley@LibertyMutual.com)>  
**Sent:** Friday, December 10, 2021 8:42 AM  
**To:** Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Subject:** RE: Claim #047219232-01

Good morning Valerie,

I wanted to provide you with our updated Demand Package which contains our insured's estimate, damage photos, rental bill, proof of payment, and the police report associated with the incident.

Thank you for your time.

Sincerely,

**Matthew Conley (he/him/his)**

SR Subrogation Resolution Representative  
Safeco Insurance Company of Illinois  
PO Box 5014  
Scranton, PA 18505-5014





Direct Dial: 636.326.7937 EXT 7237198  
Fax: 888-268-8840

*Please call me Matt. If you prefer to be called by another name, please let me know. All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. We strongly encourage you to send all correspondence by email or other electronic means. However, I can still be reached by phone @ 800.521.0986 x7237198 or 636.326.7937.*

---

**From:** Conley, Matthew  
**Sent:** Friday, November 19, 2021 3:13 PM  
**To:** 'Valerie Coleman' <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Subject:** RE: Claim #047219232-01

Good afternoon Valerie,

Did you happen to receive the liability form I filed out? Thank you for your time.

Sincerely,

**Matthew Conley (he/him/his)**

SR Subrogation Resolution Representative  
Safeco Insurance Company of Illinois  
PO Box 5014  
Scranton, PA 18505-5014  
Direct Dial: 636.326.7937 EXT 7237198  
Fax: 888-268-8840

*Please call me Matt. If you prefer to be called by another name, please let me know. All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. We strongly encourage you to send all correspondence by email or other electronic means. However, I can still be reached by phone @ 800.521.0986 x7237198 or 636.326.7937.*

---

**From:** Conley, Matthew  
**Sent:** Friday, November 12, 2021 8:21 AM  
**To:** Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Subject:** RE: Claim #047219232-01

Good morning Valerie,

My apologies for the delay. Here's that liability form.

Sincerely,

**Matthew Conley (he/him/his)**

SR Subrogation Resolution Representative  
Safeco Insurance Company of Illinois  
PO Box 5014  
Scranton, PA 18505-5014  
Direct Dial: 636.326.7937 EXT 7237198



Fax: 888-268-8840

*Please call me Matt. If you prefer to be called by another name, please let me know. All Liberty Mutual Claims Employees are currently working from home to protect themselves and others. We strongly encourage you to send all correspondence by email or other electronic means. However, I can still be reached by phone @ 800.521.0986 x7237198 or 636.326.7937.*

---

**From:** Valerie Coleman <[vcoleman@city.jackson.ms.us](mailto:vcoleman@city.jackson.ms.us)>  
**Sent:** Thursday, November 04, 2021 4:12 PM  
**To:** Conley, Matthew <[Matthew.Conley@LibertyMutual.com](mailto:Matthew.Conley@LibertyMutual.com)>  
**Subject:** {EXTERNAL} Claim #047219232-01

Good afternoon,

I am in receipt of your letter dated October 26, 2021, with the subrogation demand in the amount of \$4,885.19. Please find attached liability reporting claim form for your completion. We need a claim form completed on behalf of Safeco Insurance, we have one for your insured (John Floyd).

If additional information is needed, please let me know.

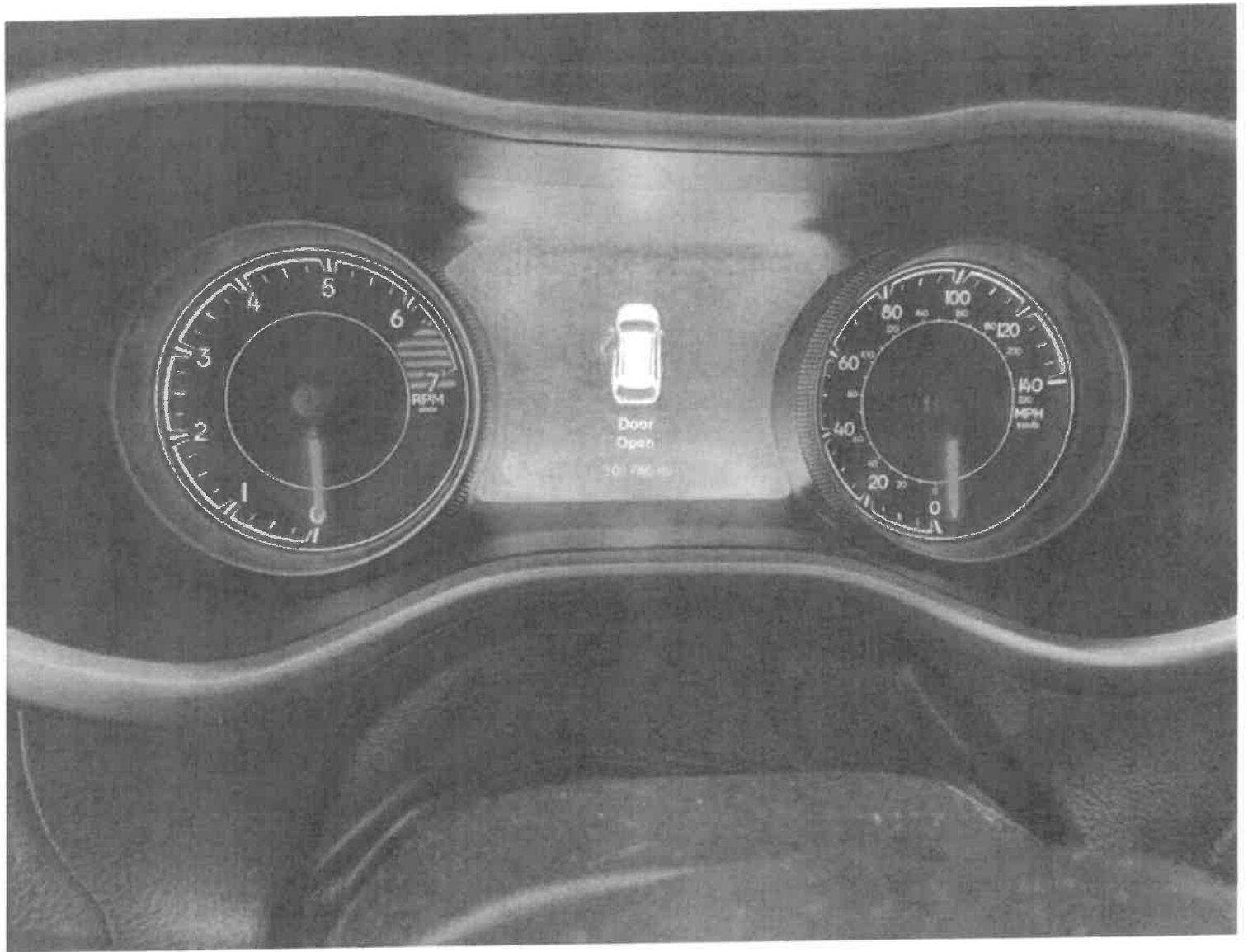
Thanks,

*Valerie T. Coleman, Claims Supervisor*

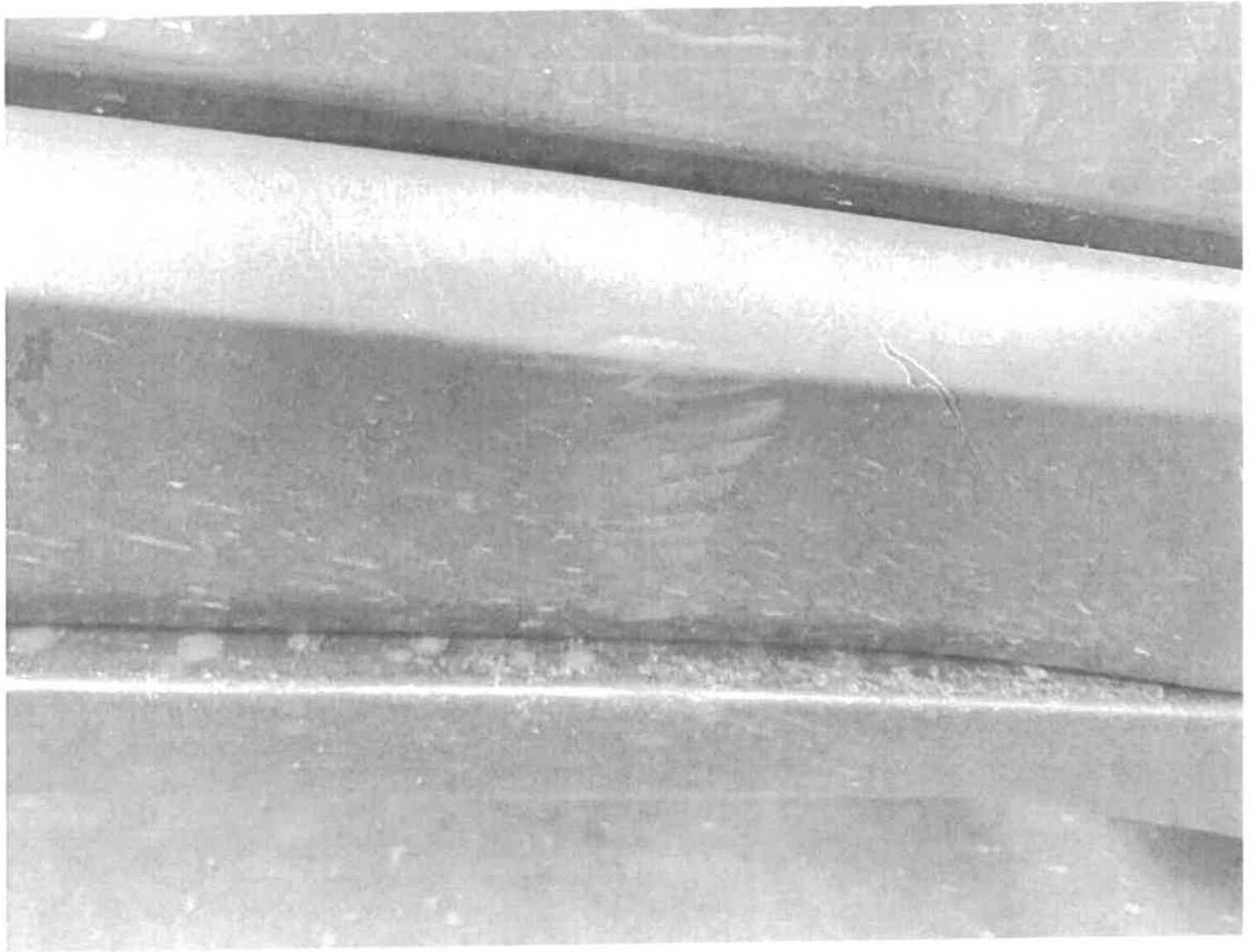
Office of the City Attorney  
Risk Management Division  
Post Office Box 17  
Jackson, MS 39205  
☎ 601-960-0521 (Office)  
☎ 601-354-4556 (Fax)  
✉ [vcoleman@jacksonms.gov](mailto:vcoleman@jacksonms.gov)











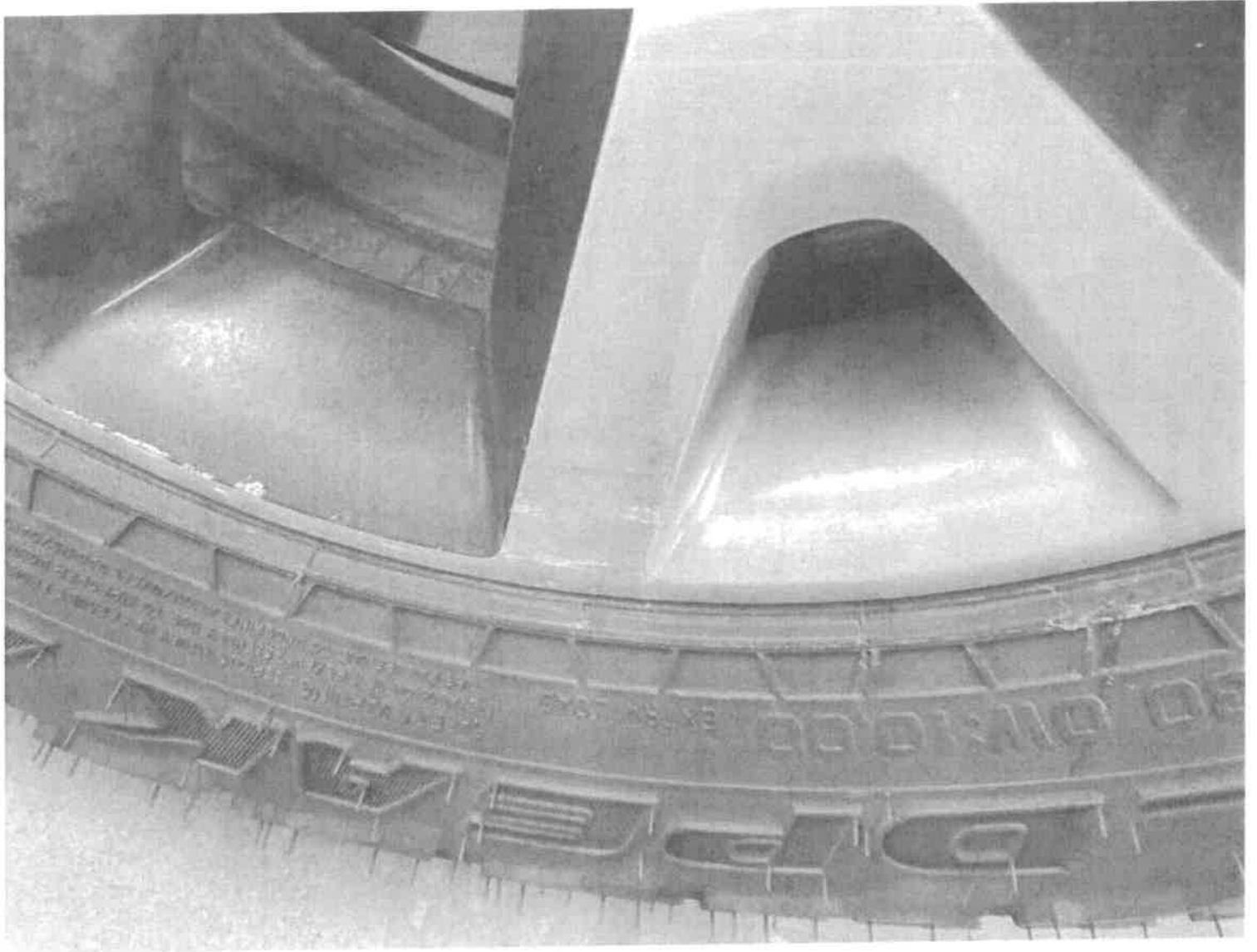




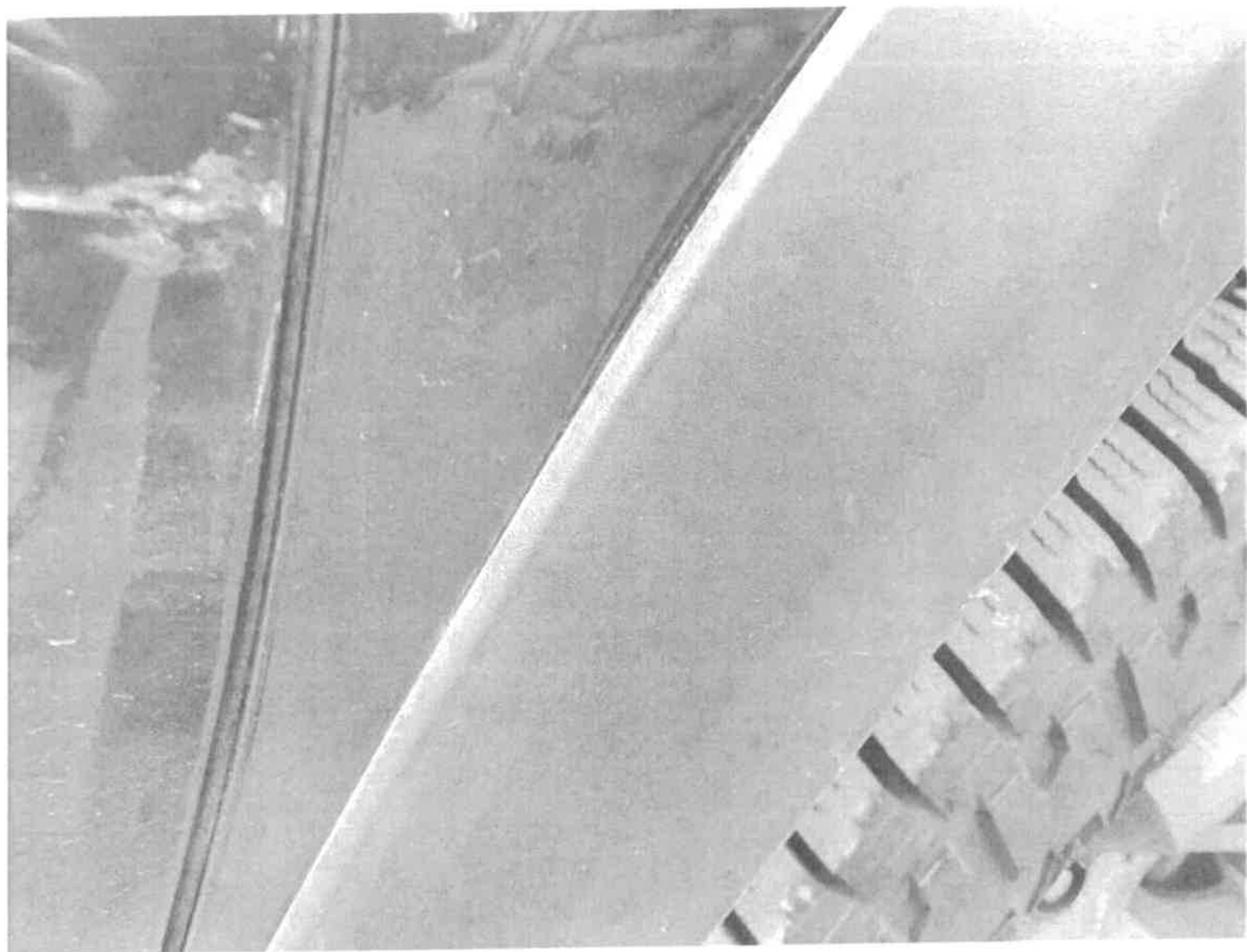






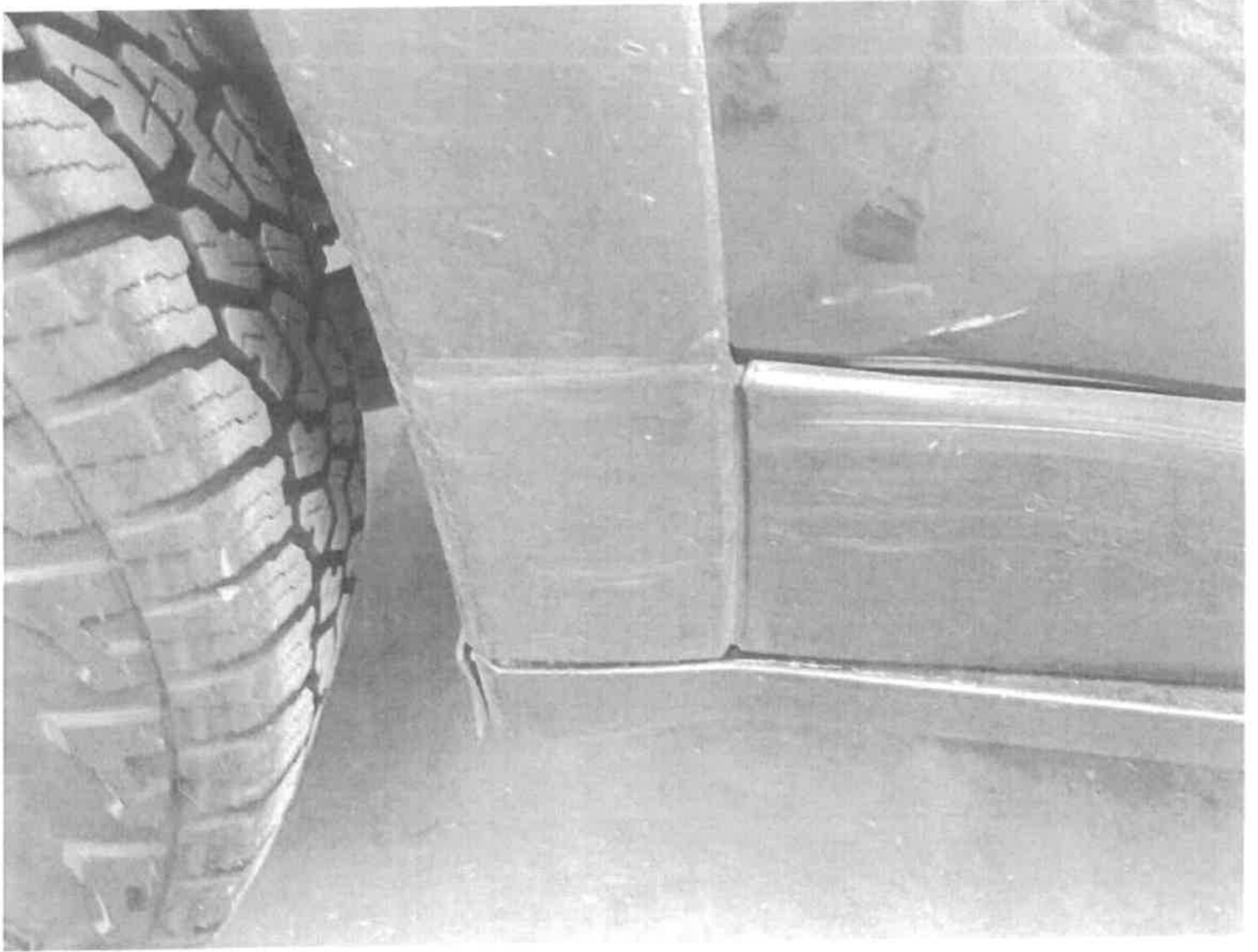


























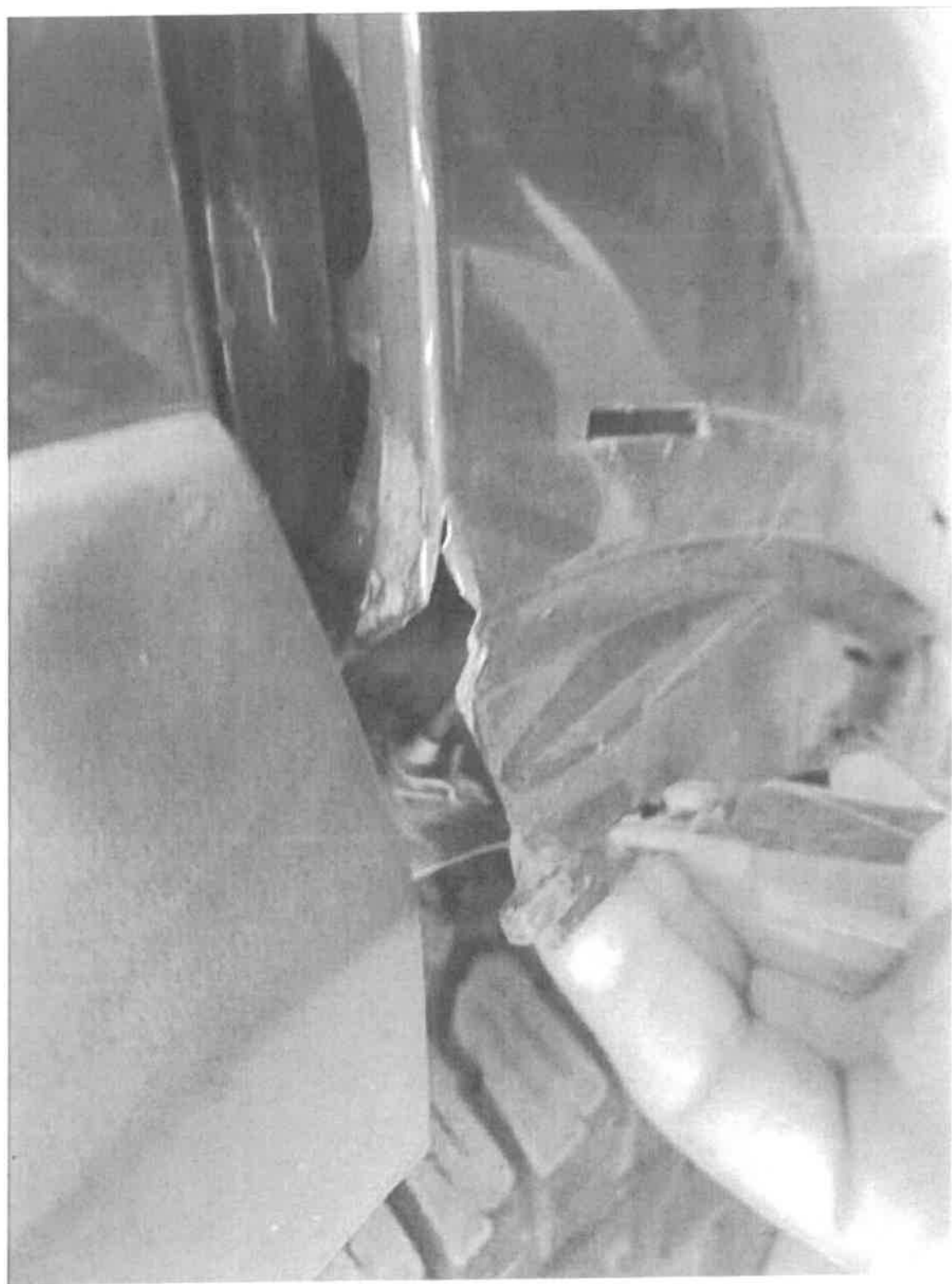










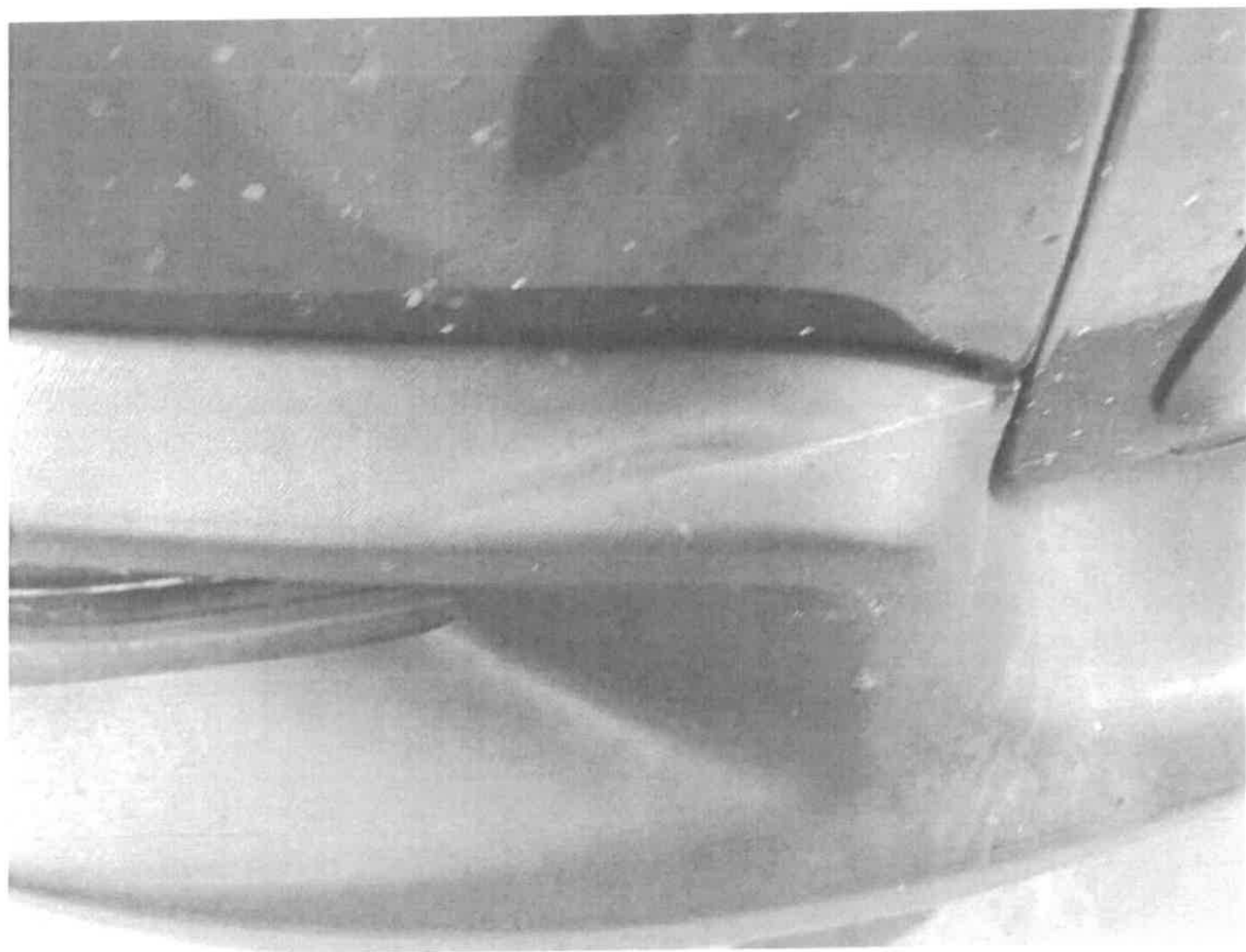




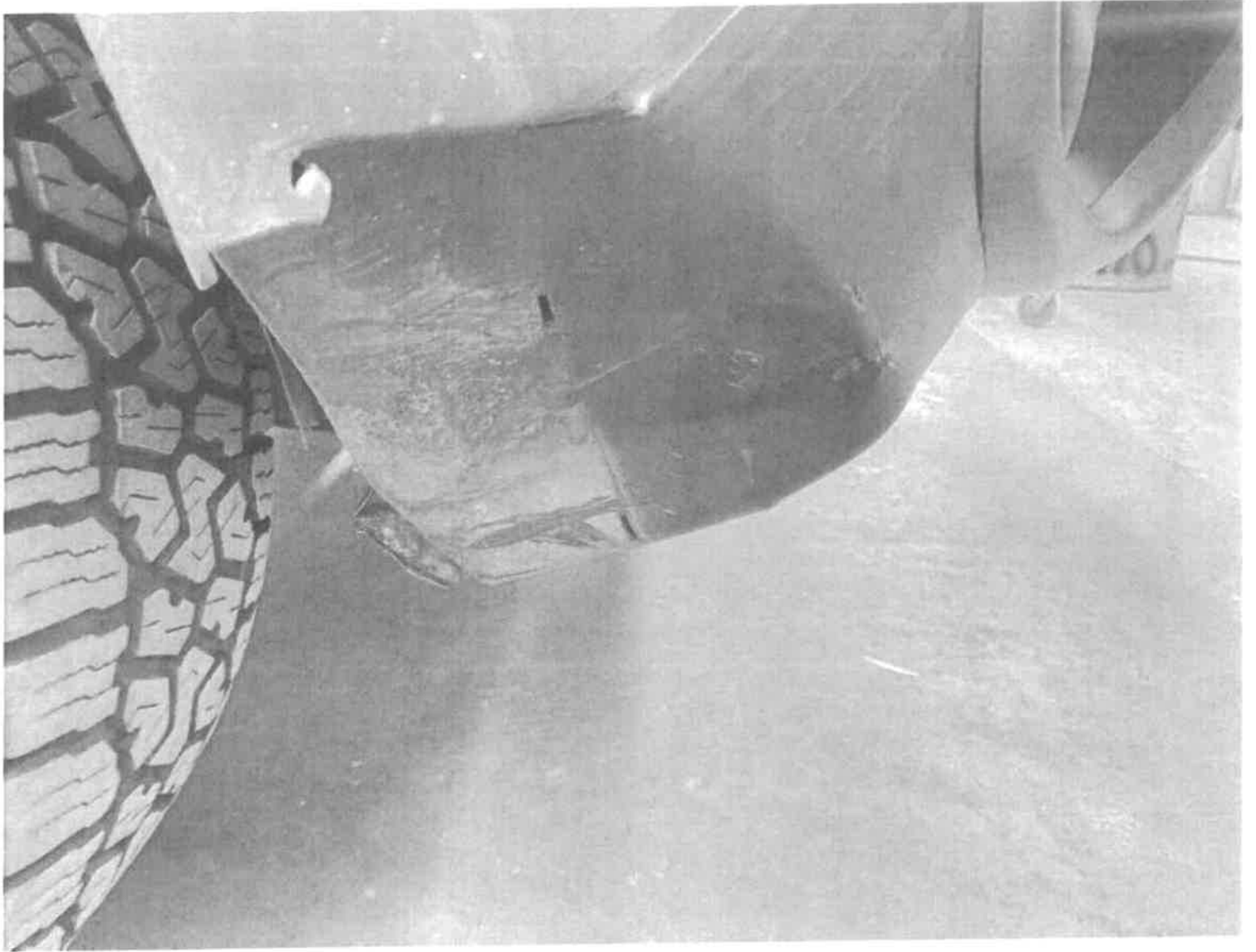








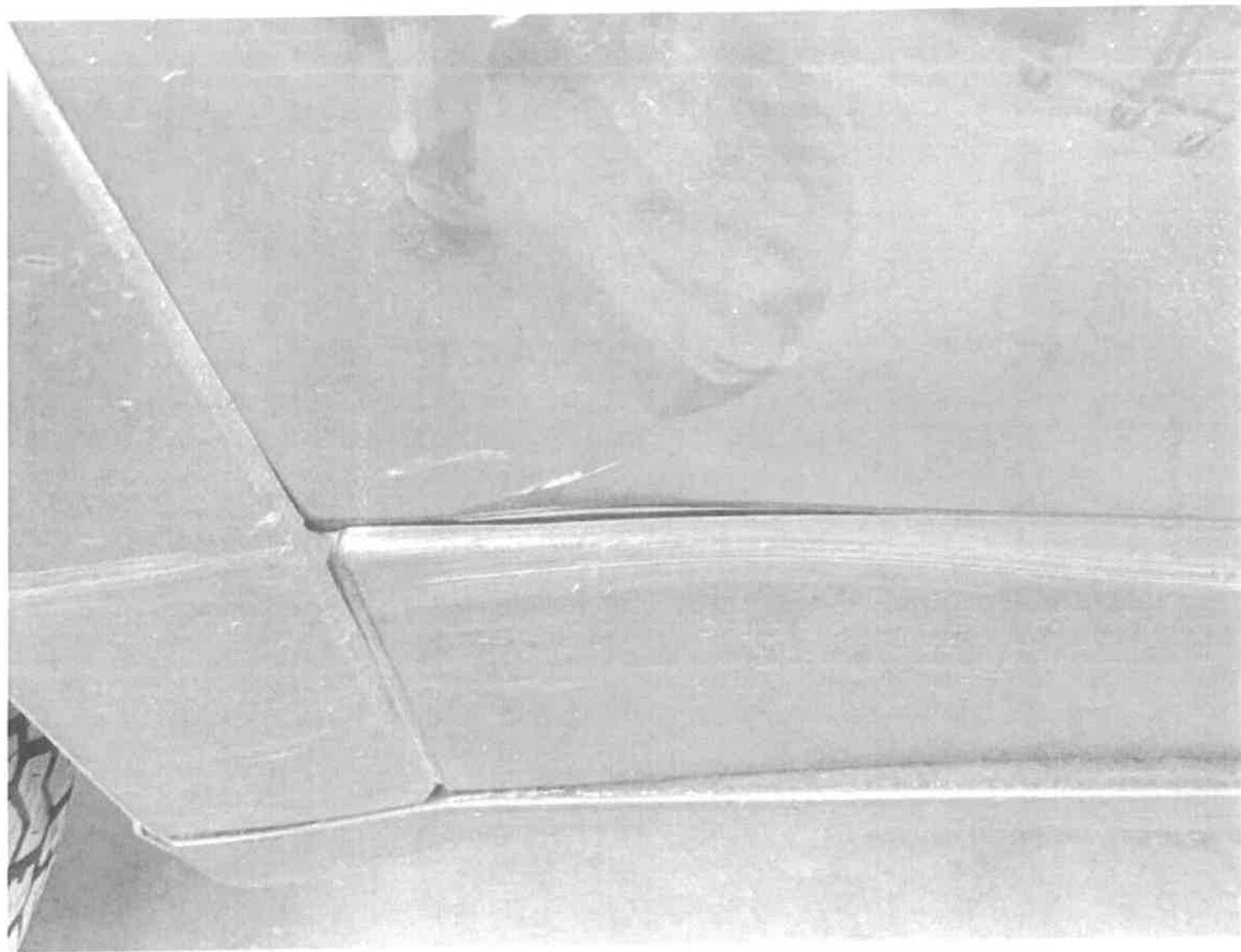


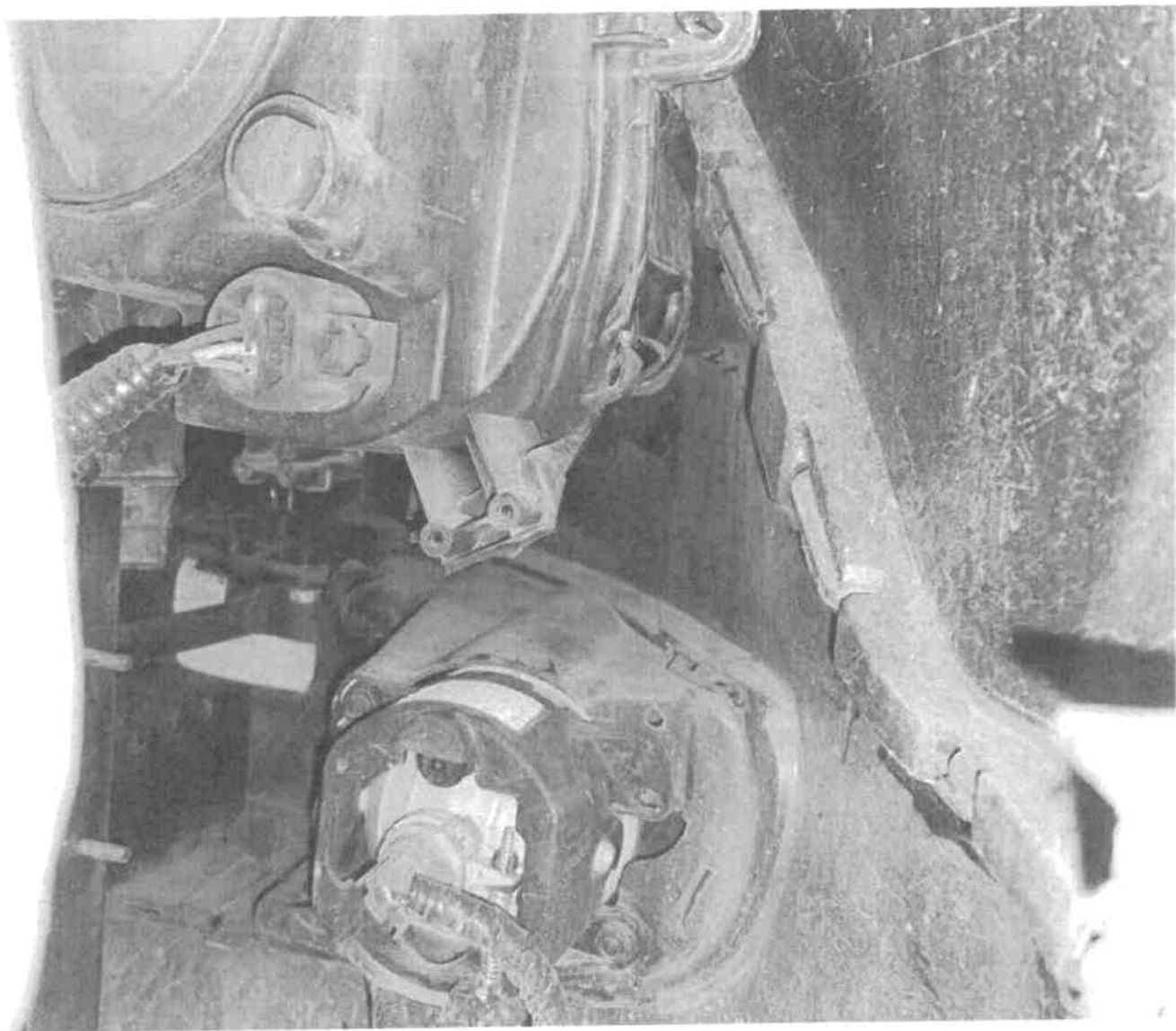










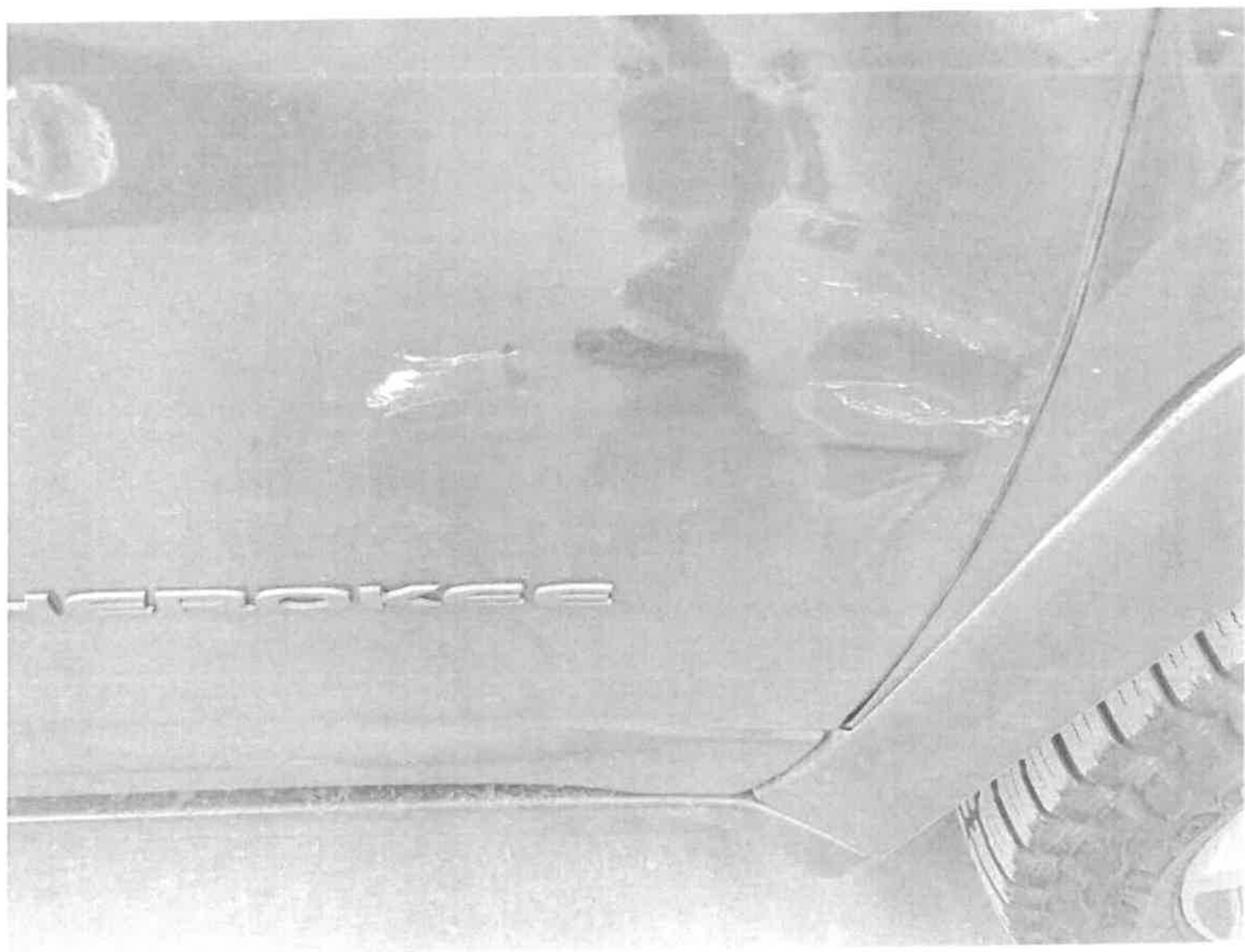














G 5500 LB  
R17 105T TIRES  
( 36 PSI) COLD  
R17 105T TIRES  
( 36 PSI) COLD



THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY AND  
SAFETY PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1C4PJM826W183827 TYPE: MPV MDH: 101514 493AA  
VEHICLE MADE IN U.S.A. PAINT: PS8 TRIM: DSX9











MISSISSIPPI

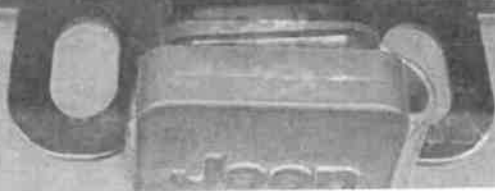
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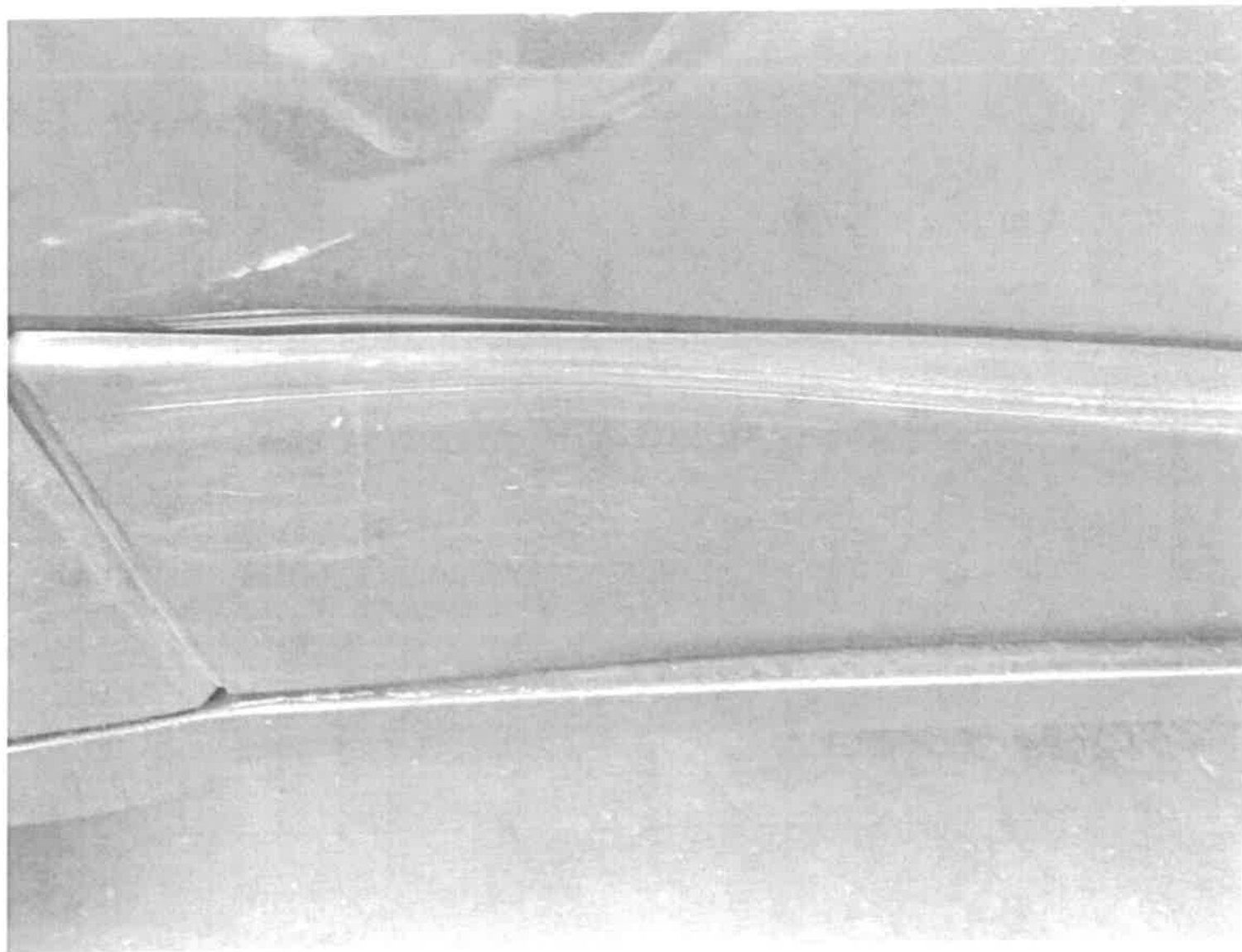
BCAUTOPLEX.COM























CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

Date of Accident 10/07/2021 Time 10:30 AM/PM  
Date this form completed 10/07/2021 Time 2:10 AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # PT29 Year \_\_\_\_\_ Make F-150 Type (Sedan, Pick-up, etc.) Pick-up Dept Public Works

2. Operator's Name Ricky Nelson Employee # 097960 SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_

3. City Driver License # 097960 State Driver License # \_\_\_\_\_

4. Home address \_\_\_\_\_ City/State/Zip Code Jackson, MS 39212 Phone # \_\_\_\_\_

5. Parts of vehicle damaged None Approximate cost of repairs \$ \_\_\_\_\_

6. Location of Accident 1320 Boling St.

7. Were the appropriate law enforcement officials notified, immediately? Yes  No

8. If not, why? \_\_\_\_\_

9. Name of Investigating Officer Cpl.A. Adams Badge # 1917 Employee # \_\_\_\_\_ Case # 2021-115086

10. Vehicle # 1 was going (North, East, Parked, etc.) South on Boling (Street)

11. Name, Address, Zip Code & Phone # of Witness (s) Steven Hawkins \_\_\_\_\_  
10/07/2021

RECEIVED

SECTION II. VEHICLE #2 (OTHER VEHICLE)

OCT 14 2021

1. Year 2016/2018 Make Jeep Cherokee/Jeep Compass Type (Sedan, Pick-up, etc.) Truck

2. Operator's Name John Floyd/Jacqueline Plaza Phone # \_\_\_\_\_

3. Street address 101 Ridgmont Cir. Booneville, MS 3904 Kent Dr. Clinton MS City/State/Zip Code \_\_\_\_\_

4. Parts of vehicle damaged Severe right front damage Approximate cost of repairs \$ \_\_\_\_\_

5. Vehicle # 2 was going (North, East, Parked, etc.) \_\_\_\_\_ Parking lot of Great Southern Co. (Boling St.) \_\_\_\_\_

RISK MANAGEMENT DIVISION

INDICATE  
NORTH  
BY ARROW

Remarks:

As I was crossing the railroad track on Boling St. by Great Southern Co. the trailer hitch came aloose from the truck and the trailer roll down and hit the vehicles parked in the parking lot of Great Southern Co. John Floyd \_\_\_\_\_, Booneville MS 38859. 2016 Jeep Cherokee (Gray) Jacquelinee Plaza \_\_\_\_\_, Clinton MS 39056 2019 Jeep Compass (Silver).

NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge.

EMPLOYEE'S SIGNATURE Ricky Nelson DATE 10/7/21

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

Was the City Employee injured? If yes, has the Personal Injury Report been completed? Yes  No

Was the City Employee wearing his/her seat belt? Yes  No

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable  Non-preventable  Undetermined at this time

Supervisor's Signature Den Thomas  
Supervisor's Printed Name Den Thomas Supervisor's Employee # 95220 Date 10/8/21

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

In my opinion the accident is: Preventable  Non-Preventable  Undetermined at this time

Department Head's Signature \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Department Head's Printed Name \_\_\_\_\_

Original Copy - Risk Management Division 2d Copy - Department 3d Copy - Timekeeper 4th Copy - Employee

VC 10/14/21



OFFICE OF THE CITY ATTORNEY  
MAY 10 2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-06 (WARDS 2, 3, and 4)**

**WHEREAS**, the Hinds County Board of Supervisors intends to (1) pave Homewood Circle at an amount not to exceed \$6,000.00, to be paid from 2017 Bond (Ward 2); (2) pave Telfair Place at an amount not to exceed \$4,000.00, to be paid from 2017 Bond (Ward 2); (3) upgrade Grove Park at an amount not to exceed \$120,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include resurfacing of four (4) tennis courts, painting basketball courts, purchase of new backboards and benches, remodeling of the concession stand (including construction and labor), purchase of remote gates to open and close the park, and a new pool fence (Ward 4); (4) upgrade Virden Addition Medgar Evers Park/Lil Lonnie Part at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include replacing wood fencing, benches, painting the basketball court and purchasing new basketball goals and backboards (Ward 3); and (5) upgrade Raines Park at amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include purchasing of playground equipment, installing a playground border, mulch for the playground, benches, a barbeque grill, and installation costs of the improvements (Ward 4); and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Public Works and the Department of Parks and Recreation have reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) pave Homewood Circle at an amount not to exceed \$6,000.00, to be paid from 2017 Bond (Ward 2); (2) pave Telfair Place at an amount not to exceed \$4,000.00, to be paid from 2017 Bond (Ward 2); (3) upgrade Grove Park at an amount not to exceed \$120,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include resurfacing of four (4) tennis courts, painting basketball courts, purchase of new backboards and benches, remodeling of the concession stand (including construction and labor), purchase of remote gates to open and close the park, and a new pool fence (Ward 4); (4) upgrade Virden Addition Medgar Evers Park/Lil Lonnie Part at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include replacing wood fencing, benches, painting the basketball court and purchasing new basketball goals and backboards (Ward 3); and (5) upgrade Raines Park at amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include purchasing of playground equipment, installing a playground

Agenda Item No. 36  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)



border, mulch for the playground, benches, a barbeque grill, and installation costs of the improvements (Ward 4).





Office of the City Attorney

455 East Capitol Street  
Post Office Box 277  
Jackson, Mississippi 39201-0277  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
MAY 5 2022

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-06 (WARDS 2, 3, and 4)** is legally sufficient for placement in NOVUS Agenda.

*C. Martin / mc*

Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*

*5/5/22*

DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 4, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-06 (WARDS 2, 3, and 4)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Residents of Homewood Circle and Telfair Place; persons using the facilities at the parks being upgraded
4.	<b>Benefits</b>	Smoother, safer travel; improved recreational experiences
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	<ul style="list-style-type: none"> <li>Wards 2, 3, and 4</li> </ul>
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors, Department of Parks and Recreations, and Department of Public Works
8.	<b>COST</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
10.	<b>EBO participation</b>	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 ___





**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-06 (WARDS 2, 3, and 4)**

**Item #:**

**Council Meeting:**

**Purpose:**

Regular Council Meeting, May 10, 2022

To Authorize Hinds County to (1) pave Homewood Circle at an amount not to exceed \$6,000.00, to be paid from 2017 Bond (Ward 2); (2) pave Telfair Place at an amount not to exceed \$4,000.00, to be paid from 2017 Bond (Ward 2); (3) upgrade Grove Park at an amount not to exceed \$120,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include resurfacing of four (4) tennis courts, painting basketball courts, purchase of new backboards and benches, remodeling of the concession stand (including construction and labor), purchase of remote gates to open and close the park, and a new pool fence (Ward 4); (4) upgrade Virden Addition Medgar Evers Park/Lil Lonnie Part at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include replacing wood fencing, benches, painting the basketball court and purchasing new basketball goals and backboards (Ward 3); and (5) upgrade Raines Park at amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include purchasing of playground equipment, installing a playground border, mulch for the playground, benches, a barbeque grill, and installation costs of the improvements (Ward 4)

**Cost:**

**Funding Source:**

N/A

Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to (1) pave Homewood Circle at an amount not to exceed \$6,000.00, to be paid from 2017 Bond (Ward 2); (2) pave Telfair Place at an amount not to exceed \$4,000.00, to be paid from 2017 Bond (Ward 2); (3) upgrade Grove Park at an amount not to exceed \$120,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include resurfacing of four (4) tennis courts,





**City of Jackson  
Office of the City Attorney**

painting basketball courts, purchase of new backboards and benches, remodeling of the concession stand (including construction and labor), purchase of remote gates to open and close the park, and a new pool fence (Ward 4); (4) upgrade Virden Addition Medgar Evers Park/Lil Lonnie Part at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include replacing wood fencing, benches, painting the basketball court and purchasing new basketball goals and backboards (Ward 3); and (5) upgrade Raines Park at amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds allocated to District 2, said upgrades to include purchasing of playground equipment, installing a playground border, mulch for the playground, benches, a barbeque grill, and installation costs of the improvements (Ward 4).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-15 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
5-10-2022

**WHEREAS**, the Hinds County Board of Supervisors intends to make improvements to Battlefield Park at an amount not to exceed \$50,000.00, to be paid from American Rescue Plan Funds allocated to District 5, said improvements to include painting basketball court, purchasing basketball goals, backboards, benches, soccer goals, a tennis court sprinkler system, tennis windscreens, tennis nets, a tennis shade structure, and picnic tables; and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Parks and Recreation has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to Battlefield Park at an amount not to exceed \$50,000.00, to be paid from American Rescue Plan Funds allocated to District 5, said improvements to include painting basketball court, purchasing basketball goals, backboards, benches, soccer goals, a tennis court sprinkler system, tennis windscreens, tennis nets, a tennis shade structure, and picnic tables.

Agenda Item No. 37 Agenda Date: May 10, 2022 (C. Martin, Lumumba)
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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  
5-5-22

## OFFICE OF THE CITY ATTORNEY

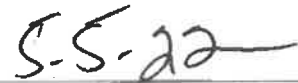
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-15 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*



DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 4, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-15 (WARD 7)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	persons using the facilities at Battlefield Park
4.	<b>Benefits</b>	improved recreational experiences
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 7
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Parks and Recreations
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A ___ 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 ___





**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-15 (WARD 7)

**Item #:**

**Council Meeting:** Regular Council Meeting, May 10, 2022

**Purpose:** To Authorize Hinds County to make improvements to Battlefield Park at an amount not to exceed \$50,000.00, to be paid from American Rescue Plan Funds allocated to District 5, said improvements to include painting basketball court, purchasing basketball goals, backboards, benches, soccer goals, a tennis court sprinkler system, tennis windscreens, tennis nets, a tennis shade structure, and picnic tables

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to make improvements to Battlefield Park at an amount not to exceed \$50,000.00, to be paid from American Rescue Plan Funds allocated to District 5, said improvements to include painting basketball court, purchasing basketball goals, backboards, benches, soccer goals, a tennis court sprinkler system, tennis windscreens, tennis nets, a tennis shade structure, and picnic tables.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-17 (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
5/10/22

**WHEREAS**, the Hinds County Board of Supervisors intends to pave Montbrook Drive at an amount not to exceed \$17,000.00, to be paid from 2017 Bond funds; and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Montbrook Drive at an amount not to exceed \$17,000.00, to be paid from 2017 Bond funds.

Agenda Item No. 38  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)



Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY  
5/5/2022

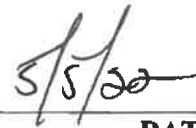
## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-17 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 



DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     May 4, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-17 (WARD 1)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Residents of Montbrook Drive
4.	<b>Benefits</b>	Improved travel
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	• Ward 1
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____ % WAIVER    yes ___ no ___    N/A ___ 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 ___





**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-17 (WARD 1)

**Item #:**

**Council Meeting:** Regular Council Meeting, May 10, 2022

**Purpose:** To Authorize Hinds County to pave Montbrook Drive at an amount not to exceed \$17,000.00, to be paid from 2017 Bond funds

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to pave Montbrook Drive at an amount not to exceed \$17,000.00, to be paid from 2017 Bond funds.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-18 (WARDS 1, 3, and 4)**

OFFICE OF THE CITY ATTORNEY  
5/10/2022

**WHEREAS**, the Hinds County Board of Supervisors intends to (1) pave and mill Lake Trace Drive at an amount not to exceed \$125,000.00, to be paid from American Rescue Plan Funds (Ward 1); (2) pave Lelia Drive at an amount not to exceed \$58,225.00, to be paid from American Rescue Plan Funds (Ward 1); (3) pave Oaklawn Lane at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 3); (4) pave River Thames Road at an amount not to exceed \$110,306.00, to be paid from American Rescue Plan Funds (Ward 1); (5) pave Briarwood Driver from Ridgewood Road to Briarfield Road at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); (6) pave Twisted Oak Drive at an amount not to exceed \$38,604.00, to be paid from American Rescue Plan Funds (Ward 4); and (7) pave Oak Grove Lane at an amount not to exceed \$51,703.00, to be paid from American Rescue Plan Funds (Ward 4); and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) pave and mill Lake Trace Drive at an amount not to exceed \$125,000.00, to be paid from American Rescue Plan Funds (Ward 1); (2) pave Lelia Drive at an amount not to exceed \$58,225.00, to be paid from American Rescue Plan Funds (Ward 1); (3) pave Oaklawn Lane at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 3); (4) pave River Thames Road at an amount not to exceed \$110,306.00, to be paid from American Rescue Plan Funds (Ward 1); (5) pave Briarwood Driver from Ridgewood Road to Briarfield Road at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); (6) pave Twisted Oak Drive at an amount not to exceed \$38,604.00, to be paid from American Rescue Plan Funds (Ward 4); and (7) pave Oak Grove Lane at an amount not to exceed \$51,703.00, to be paid from American Rescue Plan Funds (Ward 4).

Agenda Item No. 39  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)



Office of the City Attorney



455 East Capitol Street  
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Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1798  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
5/5/22

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-18 (WARDS 1, 3, and 4)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel* 

  
\_\_\_\_\_  
DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 4, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-18 (WARDS 1, 3, and 4)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Persons traveling the streets being paved
4.	<b>Benefits</b>	Improved travel
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	• Wards 1,3, and 4
7.	<b>Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A ___ 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 ___





**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-18 (WARDS 1, 3, and 4)**

**Item #:**

**Council Meeting:** Regular Council Meeting, May 10, 2022

**Purpose:** To Authorize Hinds County to (1) pave and mill Lake Trace Drive at an amount not to exceed \$125,000.00, to be paid from American Rescue Plan Funds (Ward 1); (2) pave Lelia Drive at an amount not to exceed \$58,225.00, to be paid from American Rescue Plan Funds (Ward 1); (3) pave Oaklawn Lane at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 3); (4) pave River Thames Road at an amount not to exceed \$110,306.00, to be paid from American Rescue Plan Funds (Ward 1); (5) pave Briarwood Driver from Ridgewood Road to Briarfield Road at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); (6) pave Twisted Oak Drive at an amount not to exceed \$38,604.00, to be paid from American Rescue Plan Funds (Ward 4); and (7) pave Oak Grove Lane at an amount not to exceed \$51,703.00, to be paid from American Rescue Plan Funds (Ward 4)

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to (1) pave and mill Lake Trace Drive at an amount not to exceed \$125,000.00, to be paid from American Rescue Plan Funds (Ward 1); (2) pave Lelia Drive at an amount not to exceed \$58,225.00, to be paid from American Rescue Plan Funds (Ward 1); (3) pave Oaklawn Lane at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 3); (4) pave River Thames Road at an amount not to exceed \$110,306.00, to be paid from American Rescue Plan Funds (Ward 1); (5) pave Briarwood Driver from Ridgewood Road to Briarfield Road at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); (6) pave Twisted Oak Drive at an amount not to exceed \$38,604.00, to be paid from American Rescue Plan Funds (Ward 4); and (7) pave Oak Grove Lane at an amount not to exceed \$51,703.00, to be paid from American Rescue Plan Funds (Ward 4).







**City of Jackson  
Office of the City Attorney**

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-19 (WARD 2)**

OFFICE OF THE CITY ATTORNEY  
555-2022

**WHEREAS**, the Hinds County Board of Supervisors intends to pave Amblewood Court, Amblewood Place, Tanglewood Cove, and Tanglewood Court at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 2); and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

**WHEREAS**, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Amblewood Court, Amblewood Place, Tanglewood Cove, and Tanglewood Court at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 2).

Agenda Item No. 40  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)



Office of the City Attorney

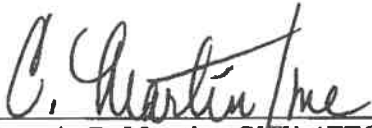
455 East Capitol Street  
Post Office Box 200  
Jackson, Mississippi 39201  
Telephone: (601) 960-1700  
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
MAY 5 2022

## OFFICE OF THE CITY ATTORNEY

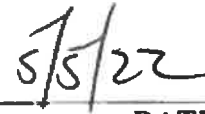
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-19 (WARD 2)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, Legal Counsel *TW*



DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 4, 2022

DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-19 (WARD 2)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Residents of the streets being paved
4.	<b>Benefits</b>	Improved travel
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	• Ward 2
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Public Works
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A ___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___







**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-19 (WARD 2)

**Item #:**

**Council Meeting:** Regular Council Meeting, May 10, 2022

**Purpose:** To Authorize Hinds County to pave Amblewood Court, Amblewood Place, Tanglewood Cove, and Tanglewood Court at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 2)

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to pave Amblewood Court, Amblewood Place, Tanglewood Cove, and Tanglewood Court at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 2).

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS PROVIDING FUNDING TO THE CITY OF JACKSON FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE CITY PLANETARIUM (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
5-15-2022

**WHEREAS**, the Hinds County Board of Supervisors intends to provide funding in the amount of \$1,500,000.00 to the City of Jackson to fund certain renovations and additions to the City Planetarium, which funding may also be used to construct a new atrium that will connect the Arts Center to the Planetarium and provide two new entrances to the facility—one facing Pascagoula Street and one off of Lamar Street; and

**WHEREAS**, pursuant to the interlocal agreement, the City will be responsible for construction, operation, management, maintenance, and general upkeep of the renovations and additions funded through the interlocal agreement; and

**WHEREAS**, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to provide the described funding; and

**WHEREAS**, the Department of Human and Cultural Services has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to provide funding in the amount of \$1,500,000.00 to the City of Jackson to fund certain renovations and additions to the City Planetarium, which funding may also be used to construct a new atrium that will connect the Arts Center to the Planetarium and provide two new entrances to the facility—one facing Pascagoula Street and one off of Lamar Street.

Agenda Item No. 41  
Agenda Date: May 10, 2022  
(C. Martin, Lumumba)



Office of the City Attorney

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Jackson, Mississippi 39201-0272  
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Facsimile: (601) 960-1722

OFFICE OF THE CITY ATTORNEY


## OFFICE OF THE CITY ATTORNEY

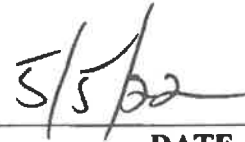
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS PROVIDING FUNDING TO THE CITY OF JACKSON FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE CITY PLANETARIUM (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 



DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** May 4, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS PROVIDING FUNDING TO THE CITY OF JACKSON FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE CITY PLANETARIUM (WARD 7)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Live
3.	<b>Who will be affected</b>	Visitors to the Planetarium
4.	<b>Benefits</b>	Increase in visitors, particularly from out of town, that will assist in economic development
5.	<b>Schedule (beginning date)</b>	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 7
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors and the Department of Human and Cultural Services
8.	<b>COST</b>	• N/A
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A ___ 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 ___







**City of Jackson  
Office of the City Attorney**

**To: Chokwe Antar Lumumba, Mayor**

**From: Torri Martin, City Attorney**

**Council Agenda Item Briefing Memo**

**Agenda Item:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS PROVIDING FUNDING TO THE CITY OF JACKSON FOR CERTAIN RENOVATIONS AND ADDITIONS TO THE CITY PLANETARIUM (WARD 7)**

**Item #:**

**Council Meeting:** Regular Council Meeting, May 10, 2022

**Purpose:** To Authorize Hinds County to provide funding in the amount of \$1,500,000.00 to the City of Jackson to fund certain renovations and additions to the City Planetarium, which funding may also be used to construct a new atrium that will connect the Arts Center to the Planetarium and provide two new entrances to the facility—one facing Pascagoula Street and one off of Lamar Street

**Cost:** N/A

**Funding Source:** Hinds County

**Background:**

This Interlocal Agreement with Hinds County will allow the County to provide funding in the amount of \$1,500,000.00 to the City of Jackson to fund certain renovations and additions to the City Planetarium, which funding may also be used to construct a new atrium that will connect the Arts Center to the Planetarium and provide two new entrances to the facility—one facing Pascagoula Street and one off of Lamar Street.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these improvements following the completion of the project.

Please let me know if you have any questions.



**ORDER APPOINTING ROSLYN SMITH AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Roslyn Smith* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Roslyn Smith shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on May 8, 2022.

**IT IS HEREBY ORDERED** that the compensation to be paid *Roslyn Smith* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Roslyn Smith* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Roslyn Smith* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Roslyn Smith* as Deputy Clerk of the Council.

Agenda Item 

42
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Date May 10, 2022  
By: JACKSON CITY COUNCIL

