



REVISED2

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

December 6, 2022

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR JIMMY EDWARDS. OF ROSEMONT M.B. CHURCH

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE NOVEMBER 10, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. APPROVAL OF THE NOVEMBER 15, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. APPROVAL OF THE NOVEMBER 17, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
6. APPROVAL OF THE NOVEMBER 22, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

7. CLAIMS (MALEMBEKA, LUMUMBA)
8. PAYROLL (MALEMBEKA, LUMUMBA)
9. ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF

**TWO HUNDRED DOLLARS (200.00) TO THE CITY OF JACKSON.
(MALEMBEKA, LUMUMBA)**

10. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CECIL WILLIAMS TO THE JACKSON HOUSING AUTHORITY BOARD.
(LUMUMBA)**
11. **ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE. (MARTIN, LUMUMBA)**
12. **ORDER RATIFYING A CONTRACT WITH KOLOGIK, LLC FOR THE KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE. (DAVIS, LUMUMBA)**
13. **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022. (DAVIS, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIKE-A-SHOT ENTERTAINMENT TO FILM AT THE MISSISSIPPI RIVER BASIN MODEL LOCATED IN THE BUDDY BUTTS PARK ON DECEMBER 14 AND DECEMBER 15 FOR A PROGRAM NAMED "HIDDEN AMERICAN". (WARD 4) (HARRIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX NEAR 105 EAST PASCAGOULA STREET ON DECEMBER 31, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00). (WARD 7) (HARRIS, LUMUMBA)**
16. **ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$5,774.38 IN MEMBERSHIP FEES TO SPECIES 360 FOR ACCESS TO THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIMS). (HARRIS, LUMUMBA)**
17. **ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CARS WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION (BID NO. 98141- 101822). (WARD 3) (HARRIS, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (DOTSON, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT**

WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (DOTSON, LUMUMBA)

20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION. (DOTSON, LUMUMBA)**
21. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE'S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER. (DOTSON, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON'S "DOING BUSINESS WITH THE CITY" NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS. (DOTSON, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). ALL WARDS. (DOTSON, LUMUMBA)**
24. **ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE. (WARD 5) (DOTSON, LUMUMBA)**
25. **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS. (HILLMAN, LUMUMBA)**
26. **ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT. (HILLMAN, LUMUMBA)**
27. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF "RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES" IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB. (C.MARTIN, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS**

LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS. (ALL WARDS) (C.MARTIN, LUMUMBA)

29. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2022. (STOKES)**
30. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2023. (STOKES)**
31. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA CELEBRATION. (STOKES)**
32. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOMMENDING THAT VIOLENT CRIMINAL CASES INVOLVING FELONS WITH GUNS BE REFERRED TO THE OFFICE OF THE UNITED STATES ATTORNEY FOR FEDERAL PROSECUTION AS A MATTER OF PUBLIC POLICY IN THE CITY OF JACKSON. (STOKES)**
33. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 2023 REVEREND DR. MARTIN LUTHER KING, JR. BIRTHDAY CELEBRATION OBSERVANCE. (STOKES)**
34. **RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. (HILLMAN, LUMUMBA)**
35. **ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)**

DISCUSSION

36. **DISCUSSION: HOLDING FACILITY STATUS (FOOTE)**
37. **DISCUSSION: GARBAGE CONTRACT (STOKES)**
38. **DISCUSSION: GREYHOUND (STOKES)**
39. **DISCUSSION: VAGRANTS VIOLATING LAWS (BURNING BUILDINGS AND TRESPASSING) (HARTLEY)**
40. **DISCUSSION: TRIBUTE TO COACH PRIME (HARTLEY)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent Agenda Items

#3-6

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 2:41 p.m. Wednesday, November 9, 2022 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to execute a contract with waterTalent, LLC to provide water operators for the City's water treatment plants. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on November 10, 2022 being the second Thursday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1 (via teleconference); Angelique Lee, Council Vice President, Ward 2; Brian C. Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6.

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The meeting was called to order by **Vice President Lee**.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WATERTALENT, LLC TO PROVIDE WATER OPERATORS FOR THE CITY'S WATER TREATMENT PLANTS.

WHEREAS, the City of Jackson Department of Public Works is in need of additional Certified Class A Water Operators for both of its water treatment plants, O.B. Curtis and J. H. Fewell; and

WHEREAS, due to the requirements for obtaining a Class A Operator license through the Mississippi State Department of Health, recruitment and retention of Certified Class A Water Operators by the City is difficult at this time; and

WHEREAS, waterTalent, LLC, a California limited liability company with offices at 15233 Ventura Boulevard, Suite 615, Sherman Oaks, California 91403, specializes in providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution; and

WHEREAS, waterTalent, LLC proposes to provide four (4) Class A operators and one (1) class B operator as early as Monday, November 14, 2022 through a period up to February 28, 2023, each working twelve (12) hour shifts, for four to five shifts per week; and

WHEREAS, the temporary contract operators will provide the following services:

- Perform inspections of water treatment plants and well systems; monitor and document plant operations by reading plant equipment gauges, dials, graphs and other instrumentation.
- Operate and adjust treatment plant pumps, motors, feeder and other equipment to maintain appropriate plant operations.
- Monitor treatment plant facilities and water wells; recommend changes in raw water and finish water flows; change chemical feeder dosages as necessary.
- Maintain, compile and update plant operations logs and reports; document amount of chemicals used; report material or equipment needs to supervisor.

Consent Agenda No. 3
December 6, 2022
S. Jordan, Foote

- Monitor chemicals in the water; mix and adjust chemical residuals including chlorine, chloramine, pH and other related elements.

- Collect liquid samples and perform a variety of routine water quality laboratory tests. Ensure the adherence to safe work practices by assigned plant operations personnel; and

WHEREAS, the temporary contract operators will be compensated at a rate of \$160.00 per hour; and

WHEREAS, overtime will accrue as follows:

Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the Fair Labor Standard Act, are defined as any work in excess of 40 hours in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay. If Operator is expected to work on a federally declared/observed holiday, Operator's hours shall be compensated and billed at a rate of 1.5x for all standard hours up to 40 in a week, as well as 2.0x for any hours worked over 40 in a week; and

WHEREAS, the temporary contract operators will be compensated for on-call support as follows:

- Standby On-Call: if waterTALENT Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.

- Activated On-Call: if waterTALENT Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime; and

WHEREAS, the estimated cost of the providing four (4) class A operators and one (1) class B operator is estimated to be approximately \$420,000.00 for ten (10) weeks; and

WHEREAS, either party may terminate the contract at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party; and

WHEREAS, the City acknowledges that waterTALENT, LLC has gone to considerable expense to recruit the operators that it is supplying to the City and agrees that if the City, either directly or indirectly, including through any company or entity within the City's control or a company affiliated with the City, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of the City, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after conclusion of this person's temporary assignment by waterTALENT at the City, the City agrees to pay waterTALENT a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this agreement or, in the case of a direct placement or tempto-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to Temporary Employee by the City; and if the offer to Temporary Employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period; and

WHEREAS, the Department of Public Works recommends that the Mayor be authorized to enter into a contract and the associated task order for waterTALENT, LLC to provide the City with temporary contract certified water operators consistent with the terms set forth above.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with waterTalent, LLC and any associated task orders, in an amount not to exceed \$720,000.00,

which reflects temporary staffing services to be performed for approximately fifteen (15) weeks between November 14, 2022 and February 28, 2023.

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

Vice President Lee recognized **Robert Lee, Interim City Engineer**, who introduced **Ted Henfin, US Water Alliance, Third Party Administrator**, who provided a brief overview of said item.

Vice President Lee recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of funding for the proposed contract. Said funding will come from Fund 31 (Enterprise Fund).

President Foote moved, and **Council Member Grizzell** seconded, to amend said order in the 4th and 9th whereas, to remove “Class B operator”. The motion prevailed by the following votes:

Yeas – Foote Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

Thereafter, **President Foote** called for a vote on said order, as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WATERTALENT, LLC TO PROVIDE WATER OPERATORS FOR THE CITY’S WATER TREATMENT PLANTS.

WHEREAS, the City of Jackson Department of Public Works is in need of additional Certified Class A Water Operators for both of its water treatment plants, O.B. Curtis and J. H. Fewell; and

WHEREAS, due to the requirements for obtaining a Class A Operator license through the Mississippi State Department of Health, recruitment and retention of Certified Class A Water Operators by the City is difficult at this time; and

WHEREAS, waterTalent, LLC, a California limited liability company with offices at 15233 Ventura Boulevard, Suite 615, Sherman Oaks, California 91403, specializes in providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution; and

WHEREAS, waterTalent, LLC proposes to provide four (4) Class A operators as early as Monday, November 14, 2022 through a period up to February 28, 2023, each working twelve (12) hour shifts, for four to five shifts per week; and

WHEREAS, the temporary contract operators will provide the following services:

- Perform inspections of water treatment plants and well systems; monitor and document plant operations by reading plant equipment gauges, dials, graphs and other instrumentation.
- Operate and adjust treatment plant pumps, motors, feeder and other equipment to maintain appropriate plant operations.
- Monitor treatment plant facilities and water wells; recommend changes in raw water and finish water flows; change chemical feeder dosages as necessary.
- Maintain, compile and update plant operations logs and reports; document amount of chemicals used; report material or equipment needs to supervisor.

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- Monitor chemicals in the water; mix and adjust chemical residuals including chlorine, chloramine, pH and other related elements.

 - Collect liquid samples and perform a variety of routine water quality laboratory tests. Ensure the adherence to safe work practices by assigned plant operations personnel; and

WHEREAS, the temporary contract operators will be compensated at a rate of \$160.00 per hour; and

WHEREAS, overtime will accrue as follows:

Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the Fair Labor Standard Act, are defined as any work in excess of 40 hours in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay. If Operator is expected to work on a federally declared/observed holiday, Operator's hours shall be compensated and billed at a rate of 1.5x for all standard hours up to 40 in a week, as well as 2.0x for any hours worked over 40 in a week; and

WHEREAS, the temporary contract operators will be compensated for on-call support as follows:

- Standby On-Call: if waterTALENT Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.

- Activated On-Call: if waterTALENT Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime; and

WHEREAS, the estimated cost of the providing four (4) class A operators is estimated to be approximately \$420,000.00 for ten (10) weeks; and

WHEREAS, either party may terminate the contract at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party; and

WHEREAS, the City acknowledges that waterTALENT, LLC has gone to considerable expense to recruit the operators that it is supplying to the City and agrees that if the City, either directly or indirectly, including through any company or entity within the City's control or a company affiliated with the City, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of the City, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after conclusion of this person's temporary assignment by waterTALENT at the City, the City agrees to pay waterTALENT a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this agreement or, in the case of a direct placement or tempto-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to Temporary Employee by the City; and if the offer to Temporary Employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period; and

WHEREAS, the Department of Public Works recommends that the Mayor be authorized to enter into a contract and the associated task order for waterTALENT, LLC to provide the City with temporary contract certified water operators consistent with the terms set forth above.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with waterTalent, LLC and any associated task orders, in an amount not to exceed \$720,000.00, which reflects temporary staffing services to be performed for approximately fifteen (15) weeks between November 14, 2022 and February 28, 2023.

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 2:00 p.m. on November 15, 2022. At 3:32 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 15, 2022 2:00 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 8:41 a.m. Friday, November 11, 2022 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Discussion: EPA, DOJ AND MSDH Negotiations. The meeting was convened in the Council Chambers located at 219 S. President Street at 2:00 p.m. on November 15, 2022 being the third Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Council Vice President, Ward 2; Brian C. Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Louis Wright, Chief Administrative Officer; Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6.

The meeting was called to order by **President Foote**.

There came on for Discussion, Agenda Item No. 1

DISCUSSION: EPA, DOJ AND MSDH NEGOTIATIONS. **President Foote** recognized **Catoria Martin, City Attorney**, who advised Council to go into Executive Session to discuss said item and Pending Litigation.

President Foote recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell** to go into Closed Session to discuss EPA, DOJ and MSDH Negotiations and Pending Litigation. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss EPA, DOJ and MSDH Negotiations and Pending Litigation.

During Closed Session, **Council Member Lindsay** moved and **Vice President Lee** seconded to go into Executive Session to discuss EPA, DOJ and MSDH Negotiations and Pending Litigation. The motion prevailed by the following vote:

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

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to come out of Executive Session. The motion prevailed by the following vote:

**Consent Agenda No. 4
December 6, 2022
S.Jordan, Foote**

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 15, 2022 2:00 P.M.**

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

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President Foote announced that the Council voted to come out of Executive Session and no action was taken.

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There were no reports/announcements provided during the meeting.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 11:00 a.m. on November 17, 2022. At 4:00 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 8:23 a.m. Wednesday, November 16, 2022 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Office of the City Attorney to enter into an interim stipulated order with the United States of America through the Environmental Protection Agency concerning violations of the Safe Drinking Water Act and the Mississippi Safe Drinking Water Act. (2) Order authorizing the Mayor to submit a grant application to the United States Environmental Protection Agency pursuant to the Safe Drinking Water Act. (3) Order authorizing the Office of the City Attorney to retain bond counsel for the limited purpose of providing advice about the interim stipulated order. (4) Order authorizing the Office of the City Attorney to retain Susan Richardson, Esq. and the Law Firm of Kilpatrick Townsend & Stockton LLP to consult concerning a proposed interim stipulated order and related matters. The meeting was convened in the Council Chambers located at 219 S. President Street at 11:00 a.m. on November 17, 2022 being the third Thursday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Council Vice President, Ward 2; Brian C. Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff (via teleconference), Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6.

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The meeting was called to order by **President Foote**.

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President Foote requested that Agenda Items No. 2, 3 and 4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION
TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
PURSUANT TO THE SAFE DRINKING WATER ACT.**

WHEREAS, the Safe Drinking Water Act (SDWA) authorizes the United States Environmental Protection Agency (EPA) to provide technical assistance and make grants to public water systems to assist in responding to and alleviating emergency situations; and

WHEREAS, grants authorized by SDWA may be used only to support actions that are necessary (1) to prevent, limit, or mitigate danger to the public health in an emergency, and (2) that would otherwise not be taken without such emergency assistance, as determined by the EPA Administrator; and

WHEREAS, the EPA has encouraged the City to apply for this grant to provide funding for assistance for the water system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit a grant application to the United States Environmental Protection Agency pursuant to the Safe Drinking Water Act.

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

Consent Agenda No. 5
December 6, 2022
S.Jordan, Foote

President Foote recognized **Robert Lee, Interim City Engineer** and **Terry Williams, Legal Counsel**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN BOND COUNSEL FOR THE LIMITED PURPOSE OF PROVIDING ADVICE ABOUT THE INTERIM STIPULATED ORDER.

WHEREAS, the Jackson City Council previously authorized the City to enter into a Confidentiality Agreement regarding negotiations to draft an Interim Stipulated Order with the Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), Mississippi Department of Health (MSDH), and Mississippi Department of Environmental Quality (MDEQ) on October 6, 2022; and

WHEREAS, as negotiations concluded regarding the proposed Interim Stipulated Order, the Office of the City Attorney determined to ensure the City’s obligations with respect to water and sewer revenue general bond resolution covenants are met the City should seek review by bond counsel; and

WHEREAS, the City of Jackson seeks legal representation from experienced bond counsel with expertise and training to review (1) the 1993 Water and Sewer General Bond Resolution and all amendments and (2) the proposed Interim Stipulated Order negotiated between the City of Jackson and the state and federal government, to provide a bond opinion as to whether the Interim Stipulated Order allows the City of Jackson to meet its obligations in the general bond resolution of the water and sewer revenue bonds; and

WHEREAS, Baker Donelson, specifically Howard Lee Hill, II and Jennifer Hale Lowrie, have the expertise and training to provide a swift and reliable bond opinion; and

WHEREAS, it would be in the best interests of the City to enter into a legal service agreement with Baker Donelson in an amount not to exceed \$15,000.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with Baker Donelson in an amount not to exceed \$15,000.00 to represent the City in the above referenced matter.

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

President Foote recognized **Terry Williams, Legal Counsel**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP TO CONSULT CONCERNING A PROPOSED INTERIM STIPULATED ORDER AND RELATED MATTERS.

WHEREAS, the Jackson City Council previously authorized the City to enter into a Confidentiality Agreement regarding negotiations to draft an Interim Stipulated Order with the Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), Mississippi Department of Health (MSDH), and Mississippi Department of Environmental Quality (MDEQ) on October 6, 2022; and

WHEREAS, the Jackson City Council previously authorized the Mayor to execute an agreement with Kilpatrick Townsend & Stockton LLP, specifically Susan Richardson, Esq., to represent the City in Clean Water Act Consent Decree modification negotiations in the *City of Jackson in the United States of America, et al. vs. the City of Jackson, Mississippi* Case No. 3:12-cv-790 TSL-MTP, U.S.D.C., S.D. Miss. and all related matters; and

WHEREAS, although the Interim Stipulated Order negotiations concern alleged violations of the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“SDWA”) by the City and not §1251 et seq. (1972) The Clean Water Act (CWA), Susan Kilpatrick has provided legal consultation services to the Office of the City Attorney throughout negotiations; and

WHEREAS, the City of Jackson seeks to provide compensation to Kilpatrick Townsend & Stockton LLP for legal consultation services provided in an amount not to exceed \$10,000.00; and

WHEREAS, it would be in the best interests of the City to enter into a legal service agreement with Kilpatrick Townsend & Stockton LLP in an amount not to exceed \$10,000.00.

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to execute an agreement with Baker Donelson Kilpatrick Townsend & Stockton LLP in an amount not to exceed \$10,000.00 to provide legal consultation services to the City in the above referenced matter.

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

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

* * * * *

President Foote stated that Agenda Item No. 1 needed to be discussed in Executive Session regarding Contract Negotiations and Potential Litigation.

President Foote recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell** to go into Closed Session to discuss Agenda Item No. 1. The motion prevailed by the following vote:

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

* * * * *

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding contract negotiation and potential litigation to discuss Agenda Item No 1.

* * * * *

During Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Grizzell** to go into Executive Session to discuss negotiation and potential litigation. The motion prevailed by the following vote:

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

* * * * *

President Foote recognized **Council Member Lee** who moved, seconded by **Council Member Lindsay**, to come out of Executive Session. The motion prevailed by the following vote:

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

* * * * *

During Executive Session, the Council took action on Agenda Item No. 1:

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO AN INTERIM STIPULATED ORDER WITH THE UNITED STATES OF AMERICA THROUGH THE ENVIRONMENTAL PROTECTION AGENCY CONCERNING VIOLATIONS OF THE SAFE DRINKING WATER ACT AND THE MISSISSIPPI SAFE DRINKING WATER ACT.

WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has expressed its intent to file a complaint in United States District Court concerning certain violations of the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“SDWA”) by the City; and

WHEREAS, the City owns and operates a public drinking water system consisting of the surface water system identified as PWS ID No. MS0250008, the groundwater system identified as PWS ID No. MS0250012, and appurtenant treatment, storage, and distribution facilities (collectively, the “System”), pursuant to the SDWA; and

WHEREAS, the surface water system includes, but is not limited to, two water treatment plants, O.B. Curtis Water Treatment Plant (“O.B. Curtis”) located at 100 O.B. Curtis Drive, Ridgeland, Madison County, Mississippi and J.H. Fewell Water Treatment Plant (“J.H. Fewell”), located at 2302 Laurel Street, Jackson, Hinds County, Mississippi; and

WHEREAS, pursuant to SDWA Section 1413, 42 U.S.C. § 300g-2, the Mississippi State Department of Health (“MSDH”) has primary responsibility for the implementation and enforcement of the public water supply program in the State of Mississippi; and

WHEREAS, pursuant to SDWA Sections 1414 and 1431, 42 U.S.C. §§ 300g-3 and 300i, EPA also has authority to enforce the provisions of the SDWA to address, *inter alia*, violations of the SDWA and/or conditions that may present an imminent and substantial endangerment to the health of persons; and

WHEREAS, the EPA alleges that the City has violated and/or is in violation of the SDWA and contaminants are in or likely to enter the System that present and may present an imminent and substantial endangerment to the health of persons; the EPA also alleges noncompliance with: EPA Emergency Administrative Order, Docket No. SDWA-04-2020-2300 (effective Apr. 2, 2020, as amended) (“Emergency Order”); the EPA Administrative Compliance Order on Consent, Docket No. SDWA-04-2020-2301 (effective July 1, 2021) (“Consent Order”); and the National Primary Drinking Water Regulations (“National Regulations”), promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the SDWA, 42 U.S.C. § 300g-1, and the Mississippi Primary Drinking Water Regulations (“State Regulations”), promulgated pursuant to the Mississippi Safe Drinking Water Act of 1997, Miss. Code Ann. § 41-26-1 *et seq.* (“Mississippi SDWA”); and

WHEREAS, on July 29, 2022, MSDH issued a boil-water notice for the System; and

WHEREAS, on August 29, 2022, the City proclaimed an emergency as a result of excessive rainfall and extreme flooding, which prevented the System from delivering any running potable water to the approximately 160,000 persons served by the System, thereby foreclosing use of running water for basic drinking, hygiene, and safety purposes such as washing hands, showering, flushing toilets, fighting fires, and washing dishes; and

WHEREAS, on August 30, 2022, the Mississippi Governor proclaimed an emergency, and MSDH declared a public drinking water supply emergency; and

WHEREAS, on August 30, 2022, the President of the United States declared an emergency in the State of Mississippi and ordered federal assistance to supplement the state's response efforts; and

WHEREAS, water pressure and water service was restored to persons served by the System on or about September 6, 2022; and

WHEREAS, the July 29, 2022, boil-water notice remained in effect until September 15, 2022; and

WHEREAS, a Unified Incident Command, staffed by, among others, representatives from MSDH, the Mississippi Emergency Management Agency ("MEMA"), the Mississippi Department of Environmental Quality ("MDEQ"), the Federal Emergency Management Agency ("FEMA"), EPA, the United States Army Corps of Engineers, and the City, was established to address this emergency; and

WHEREAS, the United States, MSDH, and the City recognize that the System continues to experience instability and, through their attorneys, have sought to negotiate an Interim Stipulated Order, to be presented to the Court subsequent to the filing of a Complaint in the United States District Court, to serve as an interim measure to increase the System's stability while the United States, MSDH, and the City attempt to negotiate a judicially enforceable consent decree to achieve long-term sustainability for the System and the City's compliance with the SDWA, Emergency Order, Consent Order, National Regulations, and State Regulations; and

WHEREAS, the Jackson City Council previously authorized the City to enter into a Confidentiality Agreement regarding negotiations to draft an Interim Stipulated Order with the EPA, U.S. Department of Justice (DOJ), MSDH, and MDEQ on October 6, 2022; and

WHEREAS, in an effort to ensure the City's obligations in all general bond resolution covenants will be protected as a result of the proposed Interim Stipulated Order, the Office of the City Attorney is seeking review by bond counsel; and

WHEREAS, in the event the opinion of bond counsel determines the Interim Stipulated Order violates any bond covenants, the Office of the City Attorney will renegotiate those terms of the agreement found to be in violation and/or obtain consent of bondholders prior to execution of the Interim Stipulated Order; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities authorize the Office of the City Attorney to execute the negotiated Interim Stipulated Order on behalf of the City subject to any final revisions which do not substantively affect the rights of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to execute the negotiated Interim Stipulated Order on behalf of the City in an action to be filed by the United States of America concerning certain violations of the SDWA.

IT IS FURTHER ORDERED that the authority to execute the Interim Stipulated Order is subject to any final revisions which do not substantively affect the rights of the City of Jackson.

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

President Foote recognized **Catoria Martin, City Attorney**, who stated that there were amendments needed in said order, to add “IT IS FURTHER ORDERED that Section IV.6 of the Interim Stipulated Order, “Responsibilities and Authority of ITPM”, shall be modified to include the responsibility to operate, maintain and control the Water Sewer Business Administration (WSBA), and Section IV.12(c), “Operations and Maintenance Account” shall be modified to include the WSBA Budget.”

President Foote moved; seconded by **Council Member Grizzell**, to amend said order to reflect the changes as stated by **Catoria Martin, City Attorney**. The motion prevailed by the following vote:

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

Thereafter, **President Foote** called for a vote on said Order as amended:

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ENTER INTO AN INTERIM STIPULATED ORDER WITH THE UNITED STATES OF AMERICA THROUGH THE ENVIRONMENTAL PROTECTION AGENCY CONCERNING VIOLATIONS OF THE SAFE DRINKING WATER ACT AND THE MISSISSIPPI SAFE DRINKING WATER ACT.

WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has expressed its intent to file a complaint in United States District Court concerning certain violations of the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“SDWA”) by the City; and

WHEREAS, the City owns and operates a public drinking water system consisting of the surface water system identified as PWS ID No. MS0250008, the groundwater system identified as PWS ID No. MS0250012, and appurtenant treatment, storage, and distribution facilities (collectively, the “System”), pursuant to the SDWA; and

WHEREAS, the surface water system includes, but is not limited to, two water treatment plants, O.B. Curtis Water Treatment Plant (“O.B. Curtis”) located at 100 O.B. Curtis Drive, Ridgeland, Madison County, Mississippi and J.H. Fewell Water Treatment Plant (“J.H. Fewell”), located at 2302 Laurel Street, Jackson, Hinds County, Mississippi; and

WHEREAS, pursuant to SDWA Section 1413, 42 U.S.C. § 300g-2, the Mississippi State Department of Health (“MSDH”) has primary responsibility for the implementation and enforcement of the public water supply program in the State of Mississippi; and

WHEREAS, pursuant to SDWA Sections 1414 and 1431, 42 U.S.C. §§ 300g-3 and 300i, EPA also has authority to enforce the provisions of the SDWA to address, *inter alia*, violations of the SDWA and/or conditions that may present an imminent and substantial endangerment to the health of persons; and

WHEREAS, the EPA alleges that the City has violated and/or is in violation of the SDWA and contaminants are in or likely to enter the System that present and may present an imminent and substantial endangerment to the health of persons; the EPA also alleges noncompliance with: EPA Emergency Administrative Order, Docket No. SDWA-04-2020-2300 (effective Apr. 2, 2020, as amended) (“Emergency Order”); the EPA Administrative Compliance Order on Consent, Docket No. SDWA-04-2020-2301 (effective July 1, 2021) (“Consent Order”); and the National Primary Drinking Water Regulations (“National Regulations”), promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the SDWA, 42 U.S.C. § 300g-1, and the Mississippi Primary Drinking Water Regulations (“State Regulations”), promulgated pursuant to the Mississippi Safe Drinking Water Act of 1997, Miss. Code Ann. § 41-26-1 *et seq.* (“Mississippi SDWA”); and

WHEREAS, on July 29, 2022, MSDH issued a boil-water notice for the System; and

WHEREAS, on August 29, 2022, the City proclaimed an emergency as a result of excessive rainfall and extreme flooding, which prevented the System from delivering any running potable water to the approximately 160,000 persons served by the System, thereby foreclosing use of running water for basic drinking, hygiene, and safety purposes such as washing hands, showering, flushing toilets, fighting fires, and washing dishes; and

WHEREAS, on August 30, 2022, the Mississippi Governor proclaimed an emergency, and MSDH declared a public drinking water supply emergency; and

WHEREAS, on August 30, 2022, the President of the United States declared an emergency in the State of Mississippi and ordered federal assistance to supplement the state's response efforts; and

WHEREAS, water pressure and water service was restored to persons served by the System on or about September 6, 2022; and

WHEREAS, the July 29, 2022, boil-water notice remained in effect until September 15, 2022; and

WHEREAS, a Unified Incident Command, staffed by, among others, representatives from MSDH, the Mississippi Emergency Management Agency ("MEMA"), the Mississippi Department of Environmental Quality ("MDEQ"), the Federal Emergency Management Agency ("FEMA"), EPA, the United States Army Corps of Engineers, and the City, was established to address this emergency; and

WHEREAS, the United States, MSDH, and the City recognize that the System continues to experience instability and, through their attorneys, have sought to negotiate an Interim Stipulated Order, to be presented to the Court subsequent to the filing of a Complaint in the United States District Court, to serve as an interim measure to increase the System's stability while the United States, MSDH, and the City attempt to negotiate a judicially enforceable consent decree to achieve long-term sustainability for the System and the City's compliance with the SDWA, Emergency Order, Consent Order, National Regulations, and State Regulations; and

WHEREAS, the Jackson City Council previously authorized the City to enter into a Confidentiality Agreement regarding negotiations to draft an Interim Stipulated Order with the EPA, U.S. Department of Justice (DOJ), MSDH, and MDEQ on October 6, 2022; and

WHEREAS, in an effort to ensure the City's obligations in all general bond resolution covenants will be protected as a result of the proposed Interim Stipulated Order, the Office of the City Attorney is seeking review by bond counsel; and

WHEREAS, in the event the opinion of bond counsel determines the Interim Stipulated Order violates any bond covenants, the Office of the City Attorney will renegotiate those terms of the agreement found to be in violation and/or obtain consent of bondholders prior to execution of the Interim Stipulated Order; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities authorize the Office of the City Attorney to execute the negotiated Interim Stipulated Order on behalf of the City subject to any final revisions which do not substantively affect the rights of the City of Jackson; and

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to execute the negotiated Interim Stipulated Order on behalf of the City in an action to be filed by the United States of America concerning certain violations of the SDWA.

IT IS FURTHER ORDERED that the authority to execute the Interim Stipulated Order is subject to any final revisions which do not substantively affect the rights of the City of Jackson.

IT IS FURTHER ORDERED that Section IV.6 of the Interim Stipulated Order, “Responsibilities and Authority of ITPM”, shall be modified to include the responsibility to operate, maintain and control the Water Sewer Business Administration (WSBA), and Section IV.12(c), “Operations and Maintenance Account” shall be modified to include the WSBA Budget.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
(Northern Division)

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Case No.
)	
v.)	
)	INTERIM STIPULATED ORDER
)	
THE CITY OF JACKSON, MISSISSIPPI,)	
)	
Defendant.)	
_____)	

I. BACKGROUND

WHEREAS, Plaintiff the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed a Complaint in this matter;

WHEREAS, the City of Jackson, Mississippi (the “City”) owns and operates a public drinking water system consisting of the surface water system identified as PWS ID No. MS0250008, the groundwater system identified as PWS ID No. MS0250012, and appurtenant treatment, storage, and distribution facilities (collectively, the “System”), pursuant to the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.* (“SDWA”);

WHEREAS, the surface water system includes but is not limited to two water treatment plants, O.B. Curtis Water Treatment Plant (“O.B. Curtis”) located at 100 O.B. Curtis Drive, Ridgeland, Madison County, Mississippi and J.H. Fewell Water Treatment Plant (“J.H. Fewell”), located at 2302 Laurel Street, Jackson, Hinds County, Mississippi;

WHEREAS, pursuant to SDWA Section 1413, 42 U.S.C. § 300g-2, the Mississippi State Department of Health (“MSDH”) has primary responsibility for the implementation and enforcement of the public water supply program in the State of Mississippi;

WHEREAS, pursuant to SDWA Sections 1414 and 1431, 42 U.S.C. §§ 300g-3 and 300i, EPA also has authority to enforce the provisions of the SDWA to address, *inter alia*, violations of the SDWA and/or conditions that may present an imminent and substantial endangerment to the health of persons;

WHEREAS, pursuant to SDWA Section 1414(b), 42 U.S.C. § 300g-3(b), MSDH requests EPA to commence this civil action;

WHEREAS, the Complaint alleges that the City has violated and/or is in violation of the SDWA and contaminants are in or likely to enter the System that present and may present an

imminent and substantial endangerment to the health of persons; the Complaint also alleges noncompliance with: EPA Emergency Administrative Order, Docket No. SDWA-04-2020-2300 (effective Apr. 2, 2020, as amended) (“Emergency Order”); the EPA Administrative Compliance Order on Consent, Docket No. SDWA-04-2020-2301 (effective July 1, 2021) (“Consent Order”); and the National Primary Drinking Water Regulations (“National Regulations”), promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the SDWA, 42 U.S.C. § 300g-1, and the Mississippi Primary Drinking Water Regulations (“State Regulations”), promulgated pursuant to the Mississippi Safe Drinking Water Act of 1997, Miss. Code Ann. § 41-26-1 *et seq.* (“Mississippi SDWA”);

WHEREAS, on July 29, 2022, MSDH issued a boil-water notice for the System;

WHEREAS, on August 29, 2022, the City proclaimed an emergency as a result of excessive rainfall and extreme flooding, which prevented the System from delivering any running potable water to the approximately 160,000 persons served by the System, thereby foreclosing use of running water for basic drinking, hygiene, and safety purposes such as washing hands, showering, flushing toilets, fighting fires, and washing dishes;

WHEREAS, on August 30, 2022, the Mississippi Governor proclaimed an emergency, and MSDH declared a public drinking water supply emergency;

WHEREAS, on August 30, 2022, the President of the United States declared an emergency in the State of Mississippi and ordered federal assistance to supplement the state’s response efforts;

WHEREAS, water pressure and water service was restored to persons served by the System on or about September 6, 2022;

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WHEREAS, the July 29, 2022, boil-water notice remained in effect until September 15, 2022;

WHEREAS, a Unified Incident Command, staffed by, among others, representatives from MSDH, the Mississippi Emergency Management Agency (“MEMA”), the Mississippi Department of Environmental Quality (“MDEQ”), the Federal Emergency Management Agency (“FEMA”), EPA, the United States Army Corps of Engineers, and the City, was established to address this emergency;

WHEREAS, the United States, MSDH, and the City (collectively, the “Parties”) recognize that the System continues to experience instability and intend for this Interim Stipulated Order (“Stipulated Order”) to serve as an interim measure to increase the System’s stability while the Parties either litigate this matter to conclusion or attempt to negotiate a judicially enforceable consent decree to achieve long-term sustainability for the System and the City’s compliance with the SDWA, Emergency Order, Consent Order, National Regulations, and State Regulations;

NOW THEREFORE, the Parties agree and stipulate, and the Court ORDERS:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355 and Sections 1414 and 1431(a) of the SDWA, 42 U.S.C. §§ 300g-3, 300i(a), and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), and Sections 1414(b) and (g)(3)(C) and 1431(a) of the SDWA, 42 U.S.C. §§ 300g-3(b) and (g)(3)(C), 300i(a), because it is the judicial district where the City is located, where a substantial part of the events or omissions giving rise to the claims occurred, and where the alleged violations occurred.

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2. For purposes of this Stipulated Order, or any actions to enforce this Stipulated Order, the City and MSDH consent to the Court's jurisdiction over this Stipulated Order and in any such action the City and MSDH consent to venue in this judicial district.

III. DEFINITIONS

3. Unless otherwise expressly provided in this Stipulated Order, terms used in this Stipulated Order that are defined by the SDWA and the regulations promulgated thereunder shall have the meanings ascribed to them therein. Whenever the terms set forth below are used in this Stipulated Order, the following definitions shall apply:

"City" shall mean the City of Jackson, Mississippi.

"City Council" shall mean the duly elected Jackson City Council pursuant to Miss. Code Ann. § 21-8-7.

"Day" or "Days" shall mean a calendar day or calendar days. In computing any period of time under this Stipulated Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"Director of Public Works" shall mean the Director of the City of Jackson's Public Works Department, or of any successor department of the City of Jackson, and may include any persons within the Public Works Department with the appropriate delegated authority to act on behalf of the Director of Public Works.

"Effective Date" shall mean the date of entry of this Stipulated Order by the Court.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Mayor" shall mean the duly elected Mayor of the City of Jackson, pursuant to Miss. Code Ann. § 21-8-7, and may include any persons with the appropriate delegated authority to act on behalf of the Mayor.

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"Month" shall mean calendar month.

"MPSC" shall mean the Mississippi Public Service Commission and any successor department or agency of the State of Mississippi.

"MSDH" shall mean the Mississippi State Department of Health and any successor department or agency of the State of Mississippi.

"New Contracts" shall mean all City contracts pertaining to the System or WSBA entered into after the Effective Date of this Stipulated Order.

"Office of the City Attorney" shall mean the City of Jackson's Office of the City Attorney, as defined in Section 2-216 of the Code of Ordinances, City of Jackson, Mississippi, and any successor department or office of the City, and shall include any outside counsel retained by the City for representation in this matter.

"Paragraph" shall mean a portion of this Stipulated Order identified by an Arabic numeral.

"Parties" shall mean the United States, MSDH, and the City of Jackson.

"Pre-Existing Contracts" shall mean all City contracts pertaining to the System and WSBA in existence as of the Effective Date.

"Public Works Department" shall mean the City of Jackson Department of Public Works and any successor department or office of the City of Jackson.

"Quarter" and "Quarterly" shall refer to the calendar year quarters beginning on January 1, April 1, July 1, and October 1.

"Rate" shall mean rates and amounts required to be paid for water services per month by customers of the City waterworks as prescribed in Section 122-268 and Section 122-269 of the Code of Ordinances, City of Jackson, Mississippi.

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“Section” shall mean a portion of this Stipulated Order identified by a Roman numeral, unless the Stipulated Order states that the “Section” referred to is a section of a statute or regulation.

“Sewer System” shall mean the WCTS and the WWTPs.

“WCTS” or “Wastewater Collection and Transmission System” shall mean the municipal wastewater collection, retention and transmission system, including all pipes, force mains, gravity sewer lines, pump stations, pumps, manholes, and appurtenances thereto, which are owned or operated by the City.

“WWTPs” or “Wastewater Treatment Plants” shall mean devices or systems used in the storage, treatment, recycling, and reclamation of municipal wastewater. For purposes of this Stipulated Order, this definition shall include all facilities owned, managed, operated, and maintained by the City, including but not limited to the following treatment facilities: the Savanna Street WWTP located at 3810 I-55 South & Savanna Street, Jackson, Mississippi 39121; the Trahon/Big Creek WWTP located at One Apache Dr., Landfill Road, Byram, Mississippi; the Presidential Hills WWTP located at Franklin D. Roosevelt Dr. W, Jackson, Mississippi; and all components of such wastewater treatment plants.

“Water/Sewer Business Administration Division” or “WSBA” shall mean the division within the Department of Public Works responsible for all aspects of billing customers for and collecting payments from customers for water, sewer, and sanitation services, which currently includes the responsibility for (i) establishing customer service agreements and setting up the associated account(s), including, where necessary, the setting and commissioning of new meters; (ii) collecting water and sewer consumption data using meters and an advanced metering infrastructure system and, where necessary, obtaining manual meter reads; (iii) processing the

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collected data using a billing software system; (iv) generating bills for water and sewer services based directly on the consumption data and the associated volumetric rate and for sanitation services based on a flat charge; (v) causing bills to be mailed to customers, including coordination with the Water/Sewer Utilities Division in mailing out required notices; (vi) responding to customer issues about bills; (vii) collecting and processing customer payments; and (viii) providing administrative hearings to customers for billing disputes and representing the interests of the Water/Sewer Utilities Division in such administrative hearings and any appeals of the decision of the hearing officer.

“Water/Sewer Utilities Division” shall mean the City of Jackson’s Water/Sewer Utilities Division of the Department of Public Works and any successor division or department of the City of Jackson.

IV. INTERIM THIRD-PARTY MANAGER

4. **Interim Third-Party Manager.** Edward “Ted” Henifin is hereby appointed as Interim Third-Party Manager (“ITPM”) of the System and WSBA.

5. **Objectives.** The ITPM shall pursue the following objectives:

a. To operate, maintain, manage and control the System in compliance with the SDWA, Mississippi SDWA, and their implementing regulations, and to implement capital improvements to the System, including those identified in the Priority Project List (attached hereto as Appendix A), and operate, maintain, manage, and control WSBA, consistent with the terms of this Stipulated Order;

b. To comply with all the requirements of this Stipulated Order, including but not limited to: (i) implementing each phase of the projects included in the Priority Project List, in accordance with the Priority Project List Implementation Schedule (“Implementation Schedule”) and to the extent that funding is available in the Capital Improvements Account for

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each such phase of the projects on the List; (ii) advising, consulting, and collaborating with the Director of Public Works, and consulting with EPA and MDEQ, in making financial, managerial, planning, and operational decisions about the System and/or WSBA where such decisions have the potential to materially impact the Sewer System; (iii) and performing all reporting requirements outlined in Paragraph 16 (ITPM Reporting Requirements) herein; and

c. To abate conditions of the System that present or may present an imminent and substantial endangerment to the health of persons served by the System to the extent practicable.

6. **Responsibilities and Authority of ITPM** Except as otherwise provided in this Stipulated Order, in accordance with Fed. R. Civ. P. 66, the ITPM shall have the full power and authority necessary to carry out the requirements of this Stipulated Order and all powers and authority under all applicable state and federal law, and assumes all of the responsibilities, functions, duties, powers, and authority of the City insofar as they affect the City's compliance with this Stipulated Order and shall:

a. Operate, maintain, manage, and control the System, including implementation of projects on the Priority Project List in accordance with the Implementation Schedule, consistent with the terms of this Stipulated Order;

b. Operate, maintain, manage, and control WSBA, consistent with the terms of this Stipulated Order;

c. Regularly consult with the Director of Public Works on all aspects of complying with this Stipulated Order and advise, consult, and collaborate with the Director of Public Works and consult with EPA and MDEQ on matters that may, in the judgment of the ITPM, materially impact the Sewer System.

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d. Pay any and all bills related to the System and WSBA from the ITPM Professional Budget, O&M Account, and/or Capital Improvements Account (as defined herein), as appropriate;

e. Direct the ITPM's staff and agents including officers, managers, accountants, consultants, professionals, contractors, engineering firms, and counsel (collectively, "ITPM Agents"); City employees; and City contractors in the operation, maintenance, management, and control of the System, in the undertaking of projects on the Priority Project List, and the performance of duties associated with this Stipulated Order;

f. Direct ITPM Agents, City employees, and City contractors in the operation, maintenance, management, and control of WSBA and the performance of duties associated with this Stipulated Order;

g. Respond to notices of violation, information requests, and lawful orders regarding the System from local, state, and federal governments;

h. Complete, sign, and verify reports required under the SDWA, Mississippi SDWA, and this Stipulated Order or required under any grants or loans or other financial instruments (including but not limited to Municipality and County Water Infrastructure grants and State Revolving Fund loans);

i. Access, without limitations, the staff, documents, books, records, electronic data, and facilities of the City deemed necessary by the ITPM for carrying out this Stipulated Order and make such employees and items available to any ITPM Agent;

j. Hire any ITPM Agent that the ITPM deems necessary for the performance of administrative, financial, advisory, legal, technical, and accounting services;

k. Enter into contracts, as provided herein, on behalf of the City, necessary for the operation and maintenance of the System and/or WSBA;

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l. Hire and/or contract directly with such operators or ITPM Agents that are necessary for the undertaking of projects on the Priority Project List or preparing financial reports or legal documents associated therewith;

m. Make such purchases as the ITPM deems necessary for the benefit of the System and/or WSBA from the ITPM Professional Budget, the O&M Account, and the Capital Improvements Account. In exercising procurement authority and awarding New Contracts, the ITPM need not comply with Miss. Code Ann. § 31-7-13 but will use best efforts to have the procurement process be competitive, transparent, and efficient;

n. Perform, modify, or terminate Pre-Existing Contracts. The ITPM's ability to modify or terminate Pre-Existing Contracts shall be governed by the contract's terms or as allowed by law. The ITPM shall consult with the Office of the City Attorney in modifying or terminating Pre-Existing Contracts;

o. Enter into New Contracts related to the System and/or WSBA and funded from the ITPM Professional Budget, the O&M Account and/or the Capital Improvements Account. The terms and conditions of any New Contracts entered into by the ITPM that are funded from the ITPM Professional Budget, O&M Account, or Capital Improvements Account shall be based on a form contract agreed upon by the ITPM and the City. The ITPM shall consult with the Office of the City Attorney in negotiating New Contracts whose terms extend beyond one (1) year after the Effective Date. The ITPM's ability to modify or terminate New Contracts shall be governed by the contract's terms or as allowed by law;

p. Develop, within sixty (60) Days of the Effective Date, through a professional financial advisor, a Financial Management Plan for the System and WSBA that takes into consideration the short-term (12-18 Months), mid-term (1.5 to 5 years), and long-term (more than 5 years) operation and maintenance and capital improvement funding needs of the

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System and WSBA; identifies possible sources of funding for those needs and includes an implementation plan and schedule for seeking such funding; identifies opportunities for debt restructuring relevant to the System and/or WSBA and includes a plan and schedule for seeking such debt restructuring; and may include suggested Rate structure changes or alternative governance options, including the mechanism for assessing customers for water and sewage usage and appropriate accompanying Rates; and update the Financial Management Plan as warranted;

q. Within thirty (30) Days of receipt by the City of a Financial Management Plan, and annually until the termination of this Stipulated Order, meet with the City to discuss the need to adjust the Rate structure, the Rates under the existing or a modified Rate structure, and any fees that the City charges customers for water utilities:

i. If, in reliance on the latest Financial Management Plan and after consulting with the Mayor and the Mayor's staff, the ITPM deems a modification of the Rate structure or a Rate or fee increase appropriate to meet the requirements of this Stipulated Order, the Mayor shall, in accordance with Title 21, Chapter 13, of the Miss. Code Ann., propose an amendment, consistent with the ITPM's recommendation, to Sections 122-268 and/or 122-269, Code of Ordinances of Jackson, Mississippi, to be placed on the agenda of the next scheduled regular City Council meeting;

ii. In the event the City Council does not pass an amendment proposed by the Mayor in accordance with the preceding sub-Paragraph and more than 365 Days have passed from the date of the last Rate adjustment, the ITPM shall have the full power and authority to adjust the Rates, Rate structure, and/or fees without the necessity of any actions on the part of the City Council and with thirty (30) Days' notice to the Mayor, Director of Public Works, the City Council, and the System's customers

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published in accordance with Miss. Code Ann. § 21-13-11 and published on the ITPM's website;

iii. For customers more than one (1) mile outside the corporate limits of the City, the ITPM shall have the authority to apply for Rate increases or modifications to the Rate structure to the MPSC;

r. Seek out, apply for, and execute state and federal grants, loans, and other sources of funds for the implementation of this Stipulated Order (including but not limited to Municipality and County Water Infrastructure grants and State Revolving Fund loans), subject to the limitations of Paragraph 7 (Limitations of ITPM's Authority);

s. Modify, update, or reprioritize the Priority Project List and the Implementation Schedule, consistent with Paragraph 18 (EPA Review);

t. Notwithstanding sub-Paragraph 6.n, comply with the terms, conditions, and assurances of any current or future grant or loan that funds the System, or—if compliance is not practicable—comply to the extent practicable;

u. In the ITPM's judgment, except as otherwise required herein, consult with EPA and/or MSDH with respect to any aspect of complying with this Stipulated Order, and secure technical advice or assistance from EPA and/or MSDH for the purpose of ensuring compliance with the SDWA and all other applicable laws and regulations;

v. Cause to be issued any notices to customers, EPA, and/or MSDH required under the SDWA, Mississippi SDWA, and their implementing regulations; and

w. Cause to be compiled and issued any reports to customers required under the SDWA, Mississippi SDWA, and their implementing regulations, including but not limited to the Annual Consumer Confidence Report.

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7. **Limitations of ITPM's Authority.** Unless otherwise ordered by the Court, the ITPM shall not:

a. Encumber or sell any real property asset of the City;

b. Propose or agree to consolidate the System with any other public or private utilities;

c. Authorize another governmental agency to operate a public water system within the System's current service areas; or

d. Apply for a loan in excess of the amount of additional debt capacity recommended in the latest Financial Management Plan.

8. **ITPM/City Disputes.** Disputes between the ITPM and the City shall be limited to disputes relating to: (i) Rate increases, (ii) grant applications and State Revolving Fund loan applications in excess of the amount of additional debt capacity recommended in the latest Financial Management Plan, (iii) the form contract for New Contracts, (iv) issues that arise under this Stipulated Order relating to the O&M Account, or (v) decisions regarding the System and/or WSBA that have the potential to materially adversely impact the Sewer System. A dispute will be initiated by either the ITPM or the City serving on the other a written notice of dispute, with a copy to both EPA and MSDH. The ITPM and the City will engage in informal discussion in an attempt to resolve any dispute. If the City and the ITPM cannot resolve the dispute within thirty (30) Days of the invocation of informal discussions, either the ITPM or the City may file a request to this Court for resolution. The United States and MSDH shall be permitted to file statements of position with respect to any disputes submitted to this Court within 30 days of the ITPM's or the City's filing of the motion for dispute resolution.

9. **Liability of the ITPM**

a. The ITPM is subject to the oversight of the Court.

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b. Except for instances of willful misconduct or gross negligence, the ITPM and ITPM Agents shall have the status of officers and agents of this Court, and shall be vested with the same immunities as vested with this Court. No suit shall be filed against the ITPM or ITPM Agents without leave of this Court except as provided in 28 U.S.C. § 959(a).

c. The City shall indemnify, hold harmless, and defend the ITPM and ITPM Agents from any claim asserted by a third-party with respect to actions taken in their official capacity within the scope of this Stipulated Order, with the exception of any gross negligence or willful misconduct, including but not limited to conduct which constitutes fraud, malice, libel, slander, defamation, or any criminal offense.

d. In light of the need for the ITPM and ITPM Agents to focus their attention on the obligations of this Stipulated Order, unless granted leave of the Court, the ITPM and ITPM Agents may not testify in any litigation or proceeding, other than this case, with regard to acts or omissions of the City, the ITPM, or ITPM Agents relating to the System and WSBA.

10. **Removal or Replacement of the ITPM.**

a. For good cause shown, the United States, MSDH, or the City may move for removal or replacement of the ITPM.

b. After forty-five (45) Days' notice to the Parties, the ITPM may file a motion with this Court seeking to withdraw.

c. In the event the ITPM's appointment is terminated for good cause in accordance with sub-Paragraph 10.a or the ITPM provides the notice required under sub-Paragraph 10.b, the Parties shall, jointly or separately, propose at least one ITPM candidate for replacement. The Court shall select and appoint the replacement ITPM from the candidates provided by the Parties.

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d. Unless the ITPM has moved to withdraw due to some disability or other exigent circumstance that prevents the performance of ITPM duties, the ITPM shall continue to perform ITPM duties until the earlier of (i) the Court's granting of the ITPM's motion to withdraw or (ii) thirty (30) Days after the ITPM's filing of the motion to withdraw.

e. Withdrawal or termination of the ITPM, regardless of the reason, shall not relieve the City from complying with all other provisions of this Stipulated Order or from complying with all requirements of the SDWA, the Mississippi SDWA, the National Regulations, the State Regulations, or any other local, state, or federal law. In the event of any vacancy of the ITPM position, the Parties shall request a status conference with the Court to address the vacancy. Until such time as a replacement ITPM is appointed by this Court, the City shall perform all the activities of the ITPM under this Stipulated Order and subject to the provisions of Section V (City Dispute Resolution), or take any such actions otherwise ordered by the Court. The Court shall order any financial institutions in which funds of the ITPM have been deposited to immediately authorize the Chief Financial Officer of the City to access and withdraw said funds in accordance with this Stipulated Order only for such time until a replacement ITPM is appointed by the Court. Upon appointment of the replacement ITPM, the City shall provide an accounting to the Court of the use of any such funds, and all remaining funds (less those accounted for and approved by the Court of the former ITPM) shall be restored and made available to the replacement ITPM.

11. **ITPM Professional Budget.**

a. Within thirty (30) Days of the Effective Date, the ITPM shall establish an ITPM Professional Account (the "ITPM Professional Account") for purposes of depositing funds to be used consistent with the ITPM Professional Budget, attached hereto as Appendix B ("ITPM

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Professional Budget"). The ITPM shall have financial control and fiduciary responsibility of the ITPM Professional Account, including accrued interest.

b. Upon the creation of the ITPM Professional Account, the ITPM shall notify the Parties in writing of its creation. Such notice shall include the identity and location of the bank at which the ITPM Professional Account is established, the account number, and other identifying information. The ITPM shall provide this information to the Court under seal.

c. Within seven (7) Days of the City's receipt of EPA or other grant funds to support the ITPM Professional Budget (which shall not be derived from monies paid by customers for water and sewer services), the City shall deposit such funds in the ITPM Professional Account.

d. Consistent with the ITPM Professional Budget, the ITPM is authorized to draw down the ITPM's and the ITPM Agents' compensation and expenses from the ITPM Professional Budget with the exception of operators or engineering firms hired to perform operations and maintenance.

e. The ITPM shall maintain supporting documentation such as timesheets, invoices, and contracts and shall provide such documentation to any Party, if requested.

f. The ITPM shall make best efforts to conserve the funds in the ITPM Professional Account.

g. If, in the best professional judgment of the ITPM, a modification to the ITPM's Professional Budget is necessary, the ITPM shall submit any proposed increase of the ITPM's compensation or of the overall budget to EPA and MSDH, subject to the provisions of Paragraph 18 (EPA Review). After the conclusion of EPA and MSDH's review period under Paragraph 18 (EPA Review), the ITPM shall file the proposed modification with the Court.

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12. Operations and Maintenance Account.

a. Within thirty (30) Days of the Effective Date, the ITPM shall establish an Operations and Maintenance Account (the "O&M Account") for purposes of depositing City funds to be used to fund operations and maintenance activities of the System and WSBA, including those operations and maintenance activities to be performed by contractors or to respond to imminent and substantial endangerments to the health of persons from the System. The ITPM shall have financial control and fiduciary responsibility of the O&M Account, including accrued interest.

b. Upon the creation of the O&M Account, the ITPM shall notify the Parties in writing of its creation. Such notice shall include the identity and location of the bank at which the O&M Account is established, the account number, and other identifying information. The ITPM shall provide this information to the Court under seal.

c. For each fiscal year following the Effective Date, the ITPM, after coordinating with the Director of Public Works, shall develop and submit an O&M Budget ("O&M Budget") and funding schedule to the City. In the event the O&M Budget and/or funding schedule is not approved by the City on or before September 15th of any year, the ITPM shall submit the O&M Budget and/or funding schedule to the Court for approval.

d. If, at any time, the ITPM believes that additional City funds, beyond those designated for the O&M Budget pursuant to sub-Paragraph 14.c, are necessary for the continued operation and maintenance of the System and/or WSBA, or to address an imminent and substantial endangerment to the health of persons, the ITPM and the Director of Public Works shall confer about the estimated amount of additional funds needed and, if in agreement, present the request to the Chief Financial Officer of the City. Within seven (7) Days or, in the event of an imminent and substantial endangerment to the health of persons, within forty-eight (48) hours,

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the Chief Financial Officer shall identify in any City fund or other source available to the City the additional funds and cause the additional funds to be transferred to the O&M Account. In the event the ITPM and the Director of Public Works are unable to agree on the additional funds requested or the Chief Financial Officer reports, within the time the Chief Financial Officer is to transfer the funds, that the funds are unavailable, the ITPM may request that this Court order the City to transfer the additional funds to the O&M Budget. Any requests under this sub-Paragraph 12.d shall not cumulatively exceed ten percent (10%) of \$15,911,397 during fiscal year 2023. Thereafter, requests under this sub-Paragraph 12.d shall not cumulatively exceed ten percent (10%) of the O&M Budget for the fiscal year in which the requests for additional funds are made.

13. Capital Improvements Account.

- a. Within thirty (30) Days of the Effective Date, the ITPM shall establish a Capital Improvements Account ("Capital Improvements Account") for the purpose of depositing all federal and state grants, loans, and other financial assistance awarded for capital improvements related to the System and/or WSBA.
- b. The purpose of the Capital Improvements Account is to fund capital improvements, including the work identified in the Priority Project List.
- c. Upon the creation of the Capital Improvements Account, the ITPM shall notify the Parties in writing of its creation. Such notice shall include the identity and location of the bank at which the Capital Improvements Account is established, the account number, and other identifying information. The ITPM shall provide this information to the Court under seal.
- d. The ITPM shall have financial control and fiduciary responsibility over the Capital Improvements Account, including accrued interest. All expenditures from the Capital

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Improvements Account shall be made in a manner consistent with the terms of the originating loan, grant or other financial assistance.

14. Duties of the City. During the pendency of this Stipulated Order, the City shall:

- a. Cooperate with the ITPM in all respects, including, but not limited to, any decisions regarding the Sewer System that could materially impact operation of or improvements to the System;
- b. Apply for and execute grants to support the ITPM Professional Budget;
- c. Within seven (7) Days of the Effective Date, cause funds in the amount of \$2 million to be transferred to the O&M Account. Thereafter, during fiscal year 2023, the City shall transfer funds in accordance with sub-Paragraphs 14.h. During fiscal year 2023, the City shall transfer funds to the O&M Account totaling \$15,911,397, less actual expenditures by the City for operation and maintenance of the System and WSBA during fiscal year 2023 as of the date of the City's initial transfer to the O&M Account, and including such additional funds as may be committed as provided in sub-Paragraph 12.d, and the City shall provide EPA an accounting of these actual expenditures within thirty (30) Days of the Effective Date. For each subsequent fiscal year, the City shall fund the O&M Account at no less than the amount of \$15,911,397 and on a schedule to be agreed upon between the ITPM and the City;
- d. For each fiscal year following the Effective Date, review for approval the O&M Budget and funding schedule submitted by the ITPM, in accordance with sub-Paragraph 12.c;
- e. At the direction of the ITPM, immediately, but in no less than seven (7) Days of the ITPM's request, deposit into the Capital Improvements Account (i) the City's matching funds for any federal or state loans or grants related to the System and/or WSBA which are in City accounts as of the Effective Date, and (ii) the City's funds from any federal or state

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loans or grants related to the System and/or WSBA which are in City accounts as of the Effective Date. For fiscal year 2023, the amount cumulatively deposited shall be at least \$22.948 million. Thereafter, (i) federal or state loans or grants or other financial assistance awarded to the City for the System and/or WSBA shall be directly deposited into the Capital Improvements Account, and (ii) the City shall deposit, within seven (7) Days of the ITPM's request, into the Capital Improvements Account its matching funds for any federal or state loans or grants related to the System and/or WSBA;

- f. Direct its employees to support the ITPM and continue supporting the operations of the System and WSBA;
 - g. Mail bills for water service;
 - h. Beginning thirty (30) Days after the Effective Date, for the remainder of fiscal year 2023, deposit \$1 million into the O&M Account on a monthly basis up to and including the amount committed pursuant to sub-Paragraph 14.c;
 - i. Provide information related in any way to the System and/or WSBA in response to requests from the ITPM, EPA, or MSDH;
 - j. Hear, document, and respond to customer complaints to the extent practicable;
 - k. Provide an easy-to-find link to the ITPM's website within the City's website for purposes of publishing Quarterly status reports and other updates about the System and/or WSBA;
 - l. Approve requests from the ITPM for loans that do not exceed the debt capacity recommended in the latest Financial Management Plan; and
 - m. Request in a timely manner any and all applicable financial assistance, which may include subsidies, available to the City for loans awarded in support of the System
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and/or WSBA, but in no event later than thirty (30) Days of being made aware of the availability of such assistance.

15. **Priority Project List.** Attached hereto as Appendix A is the Priority Project List. The Parties acknowledge that commencement and completion of the projects identified in the Priority Project List is subject to the availability of funds and any changes (including scope or sequence) made in a manner consistent with this Stipulated Order.

a. Within thirty (30) Days of the Effective Date, the ITPM shall submit for review to EPA and MSDH, a schedule for implementation of all projects on the Priority Project List for which there is available funding. Projects that the City is implementing as of the Effective Date shall continue subject to potential adjustment based on EPA and MSDH's review and consultation with the ITPM. The ITPM shall immediately commence work in accordance with the schedule, subject to the provisions of Paragraph 18 (EPA Review).

b. Within seven (7) Days of additional funds being deposited in the Capital Improvements Account, the ITPM shall identify additional projects or phases of projects on the Priority Project List to be implemented and shall submit an updated Implementation Schedule to EPA and MSDH for review, subject to the provisions of Paragraph 18 (EPA Review).

16. **ITPM Reporting Requirements.**

a. **Quarterly Status Reports.** Commencing with the first Quarter after the Effective Date and continuing Quarterly until termination of this Stipulated Order pursuant to Section VII (Termination), the ITPM shall submit written status reports on its progress in implementing the Stipulated Order to the Parties and the Court ("Status Reports"). The Status Reports shall be due on the last Day of January, April, July, and October and shall cover the immediately preceding Quarter. In each report, the ITPM shall provide the following:

- i. A description of the projects and activities conducted during the reporting period to comply with the requirements of this Stipulated Order;
 - ii. A summary of any delays encountered or anticipated that may affect the ITPM's performance or implementation of this Stipulated Order, including the Priority Project List, and any actions taken to address such delays;
 - iii. Any modification to the Priority Project List or Implementation Schedule consistent with Paragraphs 15 (Priority Project List) and 18 (EPA Review);
 - iv. An accounting of the expenditures from, additions to, and remaining balance of the ITPM Professional Budget;
 - v. A projection of work to be performed pursuant to this Stipulated Order during the next or succeeding Quarter; and
 - vi. In each Status Report filed in the month of January, except in the Status Report due January 31, 2023, an audited financial statement of the ITPM Professional Account, O&M Account, and Capital Improvements Account for the City's previous fiscal year. Any information revealing bank account numbers or constituting personally identifiable information shall be redacted.
 - vii. In each Status Report filed in the month of July, a proposed ITPM Professional Budget for the upcoming fiscal year.
- b. The reporting requirements in this Stipulated Order do not relieve the ITPM of any reporting obligations required by SDWA, or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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17. **Records and Information Sharing.**

- a. The ITPM is not a federal, state, county, or local agency; nor is the ITPM an agent of a federal, state, county, or local agency. Accordingly, records maintained or in the custody of the ITPM are not public records subject to public records laws.
- b. Within thirty (30) Days of the Effective Date, the ITPM shall establish and maintain a public website to inform the public of its work, post Status Reports, post requests for proposals, and post other information that—in the ITPM's reasonable judgment—should be disclosed to the public.
- c. Any information provided pursuant to this Stipulated Order may be used by the United States or MSDH in any proceeding to enforce the provisions of this Stipulated Order and as otherwise permitted by law.
- d. Nothing herein shall affect any of the information gathering authorities of EPA or MSDH.
- e. MSDH shall send any notices of violation, information requests, and lawful orders issued regarding the System to the ITPM and the City.

18. **EPA Review.**

- a. The ITPM shall submit to EPA and MSDH: (i) within thirty (30) Days of the Effective Date, the Implementation Schedule; (ii) a written justification, prior to making any modifications, updates or reprioritization of the Priority Project List; (iii) a written justification, prior to making any changes to the Implementation Schedule that would impact the timetable for completion of any Priority Project by more than sixty (60) Days; and (iv) a written justification for any proposed increase of the ITPM's compensation or of the overall ITPM Professional Budget.

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b. If any change, modification, or reprioritization falling into categories (ii), (iii), or (iv) in sub-Paragraph 18.a above is necessary to abate an imminent and substantial endangerment or is due to conditions beyond the control of the ITPM, the ITPM shall notify EPA and MSDH as soon as practicable, but in no event later than forty-eight (48) hours after the change, modification, or reprioritization was implemented.

c. EPA, after consultation with MSDH, may provide written comments to the ITPM within twenty (20) Days of receipt of the items identified in categories (i), (ii), (iii), and (iv) in sub-Paragraph 18.a above. If EPA does not provide comments within twenty (20) Days of receipt, the ITPM may implement the submission. If EPA provides comments, the ITPM may implement any part of its submission that is not the subject of EPA's comments.

d. During the 20-Day period following receipt of EPA's comments, or such longer period as may be agreed to by EPA and the ITPM (the "Discussion Period"), EPA, MSDH, and the ITPM shall engage in discussions using best efforts to reach agreement on the portion of the submission about which EPA commented.

e. If EPA and the ITPM fail to reach agreement, then either EPA, after consultation with MSDH, or the ITPM may, within five (5) Days after conclusion of the Discussion Period, petition the Court for relief. If EPA does not so petition, the ITPM may implement the portion of the submission that was the subject of the comments.

V. CITY DISPUTE RESOLUTION

19. In the event that the City assumes responsibility for implementing this Stipulated Order pursuant to Paragraph 10.e, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Stipulated Order between EPA, MSDH, and the City. The City's failure to seek resolution of a dispute under this Section shall preclude the City from raising any such issue as a defense

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to an action by the United States to enforce any obligation of the City arising under this Stipulated Order.

20. Any dispute subject to Dispute Resolution under this Stipulated Order shall be the subject of informal negotiations. The dispute shall be considered to have arisen when the City sends EPA and MSDH a written notice of dispute that clearly states the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date EPA and MSDH receive the City's notice, unless that period is modified by written agreement. Within seven (7) Days of the end of this period of informal negotiations, EPA shall provide its written statement of position to the City.

21. If EPA, MSDH, and the City cannot resolve the dispute by informal negotiations, then the position advanced in writing by EPA, after consultation with MSDH, shall be considered binding unless the City files a motion seeking judicial review of the dispute within ten (10) Days of receipt of EPA's statement of position. The motion shall contain a written statement of the City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation. The United States shall respond to the City's motion within the time period allowed by the Local Rules of this Court. The City may file a reply memorandum, to the extent permitted by the Local Rules. The dispute shall then be resolved by the Court.

22. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Stipulated Order, unless and until final resolution of the dispute so provides.

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VI. MODIFICATION

23. Except as otherwise provided herein, the terms of this Stipulated Order may be modified only by a subsequent written agreement signed by all the Parties and approved by the Court.

VII. TERMINATION

24. This Stipulated Order shall terminate when a final judgment is entered by the Court.

VIII. EFFECT ON ADMINISTRATIVE ORDERS

25. During the pendency of this Stipulated Order, this Stipulated Order supersedes the Emergency Order and the Consent Order and any MSDH order existing as of the Effective Date.

IX. APPENDICES

26. The following appendices are attached to and incorporated into this Stipulated Order:

- a. Appendix A is the Priority Project List;
- b. Appendix B is the ITPM Professional Budget.

X. INTEGRATION

27. This Stipulated Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the agreement embodied in this Stipulated Order and supersedes all prior agreements and understandings, whether oral or written, concerning the agreement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Stipulated Order, nor shall they be used in construing the terms of this Stipulated Order.

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XI. STAY OF LITIGATION

28. Litigation in this matter is stayed for six (6) Months from the Effective Date, subject to extensions by the Court. Prior to the expiration of the stay, the Parties shall file a joint report as to whether the Parties believe an additional stay is appropriate. During a stay, no Party shall serve any discovery nor file any dispositive motions in this matter, without leave of the Court.

Entered this 29th day of November, 2022.

/s/HENRY T. WINGATE

UNITED STATES DISTRICT JUDGE

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Signature Page for Interim Stipulated Order in *United States v. City of Jackson*

FOR THE UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Dated: November 29, 2022

/s/ Karl Fingerhood
KARL FINGERHOOD (PA Bar No. 63260)
ANGELA MO (CA Bar No. 262113)
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DARREN J. LAMARCA
United States Attorney for the
Southern District of Mississippi

ANGELA GIVENS WILLIAMS
Chief, Civil Division
Assistant United States Attorney

Dated: November 29, 2022

/s/ Jennifer Case
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Assistant United States Attorney
United States Attorney's Office
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Jackson, Mississippi 39201
Tel: (601) 965-4480

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Signature Page for Interim Stipulated Order in *United States v. City of Jackson*

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated:

DIANA SAENZ Digitally signed by DIANA SAENZ
Date: 2022.11.29 08:49:57 -0500

DIANA SAENZ
Acting Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

JAMES VINCH Digitally signed by JAMES
VINCH
Date: 2022.11.29
11:23:45 -0500

JAMES VINCH
Attorney-Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

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Signature Page for Interim Stipulated Order in *United States v. City of Jackson*

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated:

LEIF PALMER Digitally signed by LEIF PALMER
Date: 2022.11.28 15:41:26 -0500
LEIF PALMER (GA Bar No. 560159, OR Bar No. 873163)
Regional Counsel
Region 4
United States Environmental Protection Agency
61 Forsyth Street S.W.
Atlanta, Georgia 30303
Tel: (404) 562-9542
Email: Palmer.Leif@epa.gov


SUZANNE RUBINI Digitally signed by SUZANNE
RUBINI
Date: 2022.11.28 15:33:36 -0500
SUZANNE G. RUBINI (NY Bar No. 2268696)
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61 Forsyth Street S.W.
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Signature Page for Interim Stipulated Order in *United States v. City of Jackson*

FOR THE CITY OF JACKSON, MISSISSIPPI:

Dated:


CATORIA MARTIN (MS Bar No. 103938)
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TERRY WILLIAMSON (MS Bar No. 8639)
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Signature Page for Interim Stipulated Order in *United States v. City of Jackson*

FOR THE MISSISSIPPI STATE DEPARTMENT OF HEALTH:

Dated: 11/26/2022 | 6:26 PM CST

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11/26/2022 | 11:51 AM CST

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Appendix A – Priority Project List

Appendix A - Priority Project List

1. O&M Contract
 - a. Establish, support, and maintain a contract(s) for operation and maintenance of the System. The contract must establish clear level of service goals including minimum appropriate staffing in accordance with Miss. Admin. Code § 15-20-72.2.2.1(5) and all applicable laws and regulations.
2. Winterization of system
 - a. Develop and implement to the extent funding and schedule permit a comprehensive plan to properly winterize both O.B. Curtis and J.H. Fewell.
 - b. Complete membrane winterization project.
3. Corrosion control
 - a. Address any outstanding issues impeding full implementation of optimized corrosion control treatment ("OCCT") at J.H. Fewell and O.B. Curtis, and complete implementation of such OCCT as required by MSDH and consistent with the MSDH-approved OCCT plans to meet State-approved water quality parameters.
4. Alternative water source plan
 - a. Implement an Alternative Water Source Plan ("AWSP") including entering into agreements for the immediate provision of alternative water - at least one gallon per person per day.
5. Distribution system study, analysis, and implementation
 - a. Develop a plan for EPA review and approval for distribution system study and analysis to include at a minimum:
 - i. A GIS-based dynamic hydraulic model
 - ii. Valve and hydrant location and assessment, including valve size
 - iii. An asset management system
 - iv. Water loss identification and reduction
 - v. System operation optimization and configuration standards
 1. Pressure study – HGL analysis
 2. Implement pressure control/pressure zones/booster pumping as recommended and as funding and schedule permit.
 - vi. Corrosion control
 - vii. Service line inventory and replacement planning
 1. Prioritize replacement of any lead lines found, with schedule approved by EPA and MSDH.
 2. Update lead service line replacement plan in compliance with Lead and Copper Rule Revisions.
 - b. Implement plan as funding and schedule permit.

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6. System stabilization and sustainability plan
 - a. Develop a sustainable plan to stabilize and invest in the water system to ensure safe and reliable drinking water for all of Jackson, all the time.
 - b. Key areas to be addressed include sustainable revenue models, appropriate levels of renewal and replacement, asset management plan, service levels, water demand modeling, and other related factors.
7. SCADA system improvements – sensors, actuators, sensors, etc.
8. Chemical systems at plants and wells
 - a. Assess and repair, as necessary, all chemical feed pumps and associated equipment at all facilities, including but not limited to; controls, sensors, weight indicators, and feed lines, to return all chemical feeds to fully functional status, ensure operational redundancy, and establish flow paced automated dosing for all chemical feed systems.
9. Chlorine system improvements at O.B. Curtis
 - a. Make replacements or immediate interim repairs as necessary for continuous safe operation.
 - b. Develop and implement plan to eliminate use of gaseous chlorine at O.B. Curtis.
10. Intake Structure Repairs
 - a. Assess and repair, as necessary, the intake structures at J.H. Fewell and O.B. Curtis, including, but not limited to, sensors (including related remote SCADA capabilities), chemical feed systems, valves, electrical components, screens, physical structure, and any appurtenances, to return the intake structures and related components to fully operational status.
11. Treatment facilities (J.H. Fewell and O.B. Curtis as applicable) unit processes and pumps – evaluate performance and restore redundancy
 - a. Membrane system
 - b. Raw water pumping and screening
 - c. Oxidation basins
 - d. Rapid mix
 - e. Flocculation and sedimentation
 - f. Sludge removal
 - g. Filters
 - h. UV
 - i. Transfer pumping
 - j. High service pumping

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12. Sludge assessment in all finished water storage facilities
 - a. Assess sludge levels and remove as required. Develop operating procedures to minimize future sludge accumulation in all finished water storage facilities.
13. Resilient power plan
 - a. Assess power vulnerability throughout the system and develop and implement a plan to address issues identified in the assessment as funding and schedule permit.

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Appendix B – ITPM Professional Budget

Appendix B - ITPM Professional Budget

Estimated Interim Third-Party Manager's professional budget for 12 months following Effective Date

CATEGORY	YEARLY COST
ITPM Compensation - \$33,333.33/month	
• Salary	
• Living expenses	
• Travel expenses	\$400,000
ITPM Compensation Sub-total	\$400,000
ITPM Staff Compensation and Expenses	
• Local deputy administrator/senior project manager	
• Project managers/contract inspectors	
• Contract administrator/invoice processor	
• Environmental compliance manager	
• Other staff as needed	\$725,000
• Payroll taxes, fringe benefits, and human resources administration	\$385,500
ITPM Staff Compensation and Expenses Sub-total	\$1,110,500
ITPM Contractor and Consultant Support and Services	
• General and regulatory legal support	\$200,000
• Accounting	
• Financial advisor	\$300,000
• Engineering	
• Information technology and website	\$450,000
• Community engagement/governance development	
• Pricing/rates	
• Other contractors and consultants as needed	\$450,000
ITPM Contractor and Consultant Support and Services Sub-total	\$1,400,000
Other Direct Expenses	
• Phones and computers for ITPM and staff	
• Professional liability insurance	
• Office supplies/miscellaneous consumables	
• Other direct expenses as needed	\$66,000
Other Direct Expenses Sub-total	\$66,000
OVERALL ITPM PROFESSIONAL BUDGET TOTAL	\$2,976,500

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Banks, Hartley and Stokes.

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on November 22, 2022. At 12:51 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 22, 2022 10:00 A.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on November 22, 2022, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Brian Grizzell, Ward 4; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

* * * * *

The meeting was called to order by **President Foote**.

* * * * *

The invocation was offered by **Rev. Charles Polk, Jr. of St. Luther M.B. Church**.

* * * * *

The Council recited the **Pledge of Allegiance**.

* * * * *

The following individuals provided public comments during the meeting:

- **Paul Trebotich** who expressed concerns regarding an ongoing water leak at his home on Springridge Rd. on the City of Jackson’s water line.
- **Bill South** who expressed concerns regarding an ongoing water leak at his business on Highway 18.
- **Lee Bernard** who expressed concerns regarding a water leak on Garden Park Drive.

* * * * *

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD SEPTEMBER 27, 2022 FOR THE FOLLOWING CASES:

22-382	22-769	21-254	22-798	22-385	22-595	22-1411
21-1873	22-1540	22-1357	22-960	22-1403	21-1619	22-1536
22-1538	22-1539	22-1628	22-1346	22-1291	22-510	22-634

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

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

WHEREAS, hearings were held on September 27, 2022; and

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

**Consent Agenda No.6
December 6, 2022
S.Jordan, Foote**

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

1) **Case #22-382: Parcel #207-41** located at 203 Ferguson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

2) **Case #22-769 Parcel #606-265** located at 2926 Englewood Blvd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

3) **Case #21-254: Parcel #602-50** located at 501 E McDowell Rd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

4) **Case #22-798: Parcel #619-45** located at 318 Fairhill Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

5) **Case #22-385: Parcel #611-277** located at 122 Fleming Rd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

6) **Case #CE-22-595 Parcel #811-152** located at 408 Highwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

7) **Case #22-1411: Parcel #737-178** located at 1215 Springdale Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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

8) **Case #21-1873: Parcel #811-36** located at 5605 Wood Rose Terrace: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

9) **Case #22-1540: Parcel #105-161-5** located at 505 Watson Street: Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until November 26, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

10) **Case #22-1357 Parcel #407-216** located at 1369 Weeks Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

11) **Case #22-960: Parcel #409-537** located at 1909 Utah Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

12) **Case #22-1403: Parcel #405-422** located at 2923 Brown Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

13) **Case #21-1619: Parcel #640-200** located at 506 E Hillsdale Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

14) **Case #22-1536 Parcel #105-135-3** located at 712 Watson St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

15) **Case #22-1538: Parcel #105-135-1** located at 710 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

16) **Case #22-1539: Parcel #105-133** located at 638 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

17) **Case #22-1628: Parcel #105-131** located at 630 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

18) **Case #22-1346: Parcel #105-144** located at 0 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

19) **Case #22-1291: Parcel #405-353** located at 3031 Brown Street: Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until November 26, 2022 to cure. Ward 3

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

20) **Case #22-510: Parcel #422-199-1** located at 1022 W Mayes Street: After hearing testimony from owner(s) Chauncey West, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to enter into a repair agreement, and sixty days (60) to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

21) **Case #22-634: Parcel #500-68** located at 5405 Crepe Myrtle Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

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

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

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

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

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

APPROVAL OF THE OCTOBER 25, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE NOVEMBER 8, 2022 REGULAR COUNCIL MEETING MINUTES.

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

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

ORDER APPROVING CLAIMS NUMBER 28105 to 28154 APPEARING AT PAGES 92 TO 119 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,159,573.23 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28105 to 28154 appearing at pages 92 to 119, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,159,573.23 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,428,185.48
TECHNOLOGY FUND	400,330.35
PARKS & RECR. FUND	65,960.83
BUSINESS IMPROV FUND (LANDSCP)	917.69
LANDFILL SANITATION FUND	2,768.67
FIRE PROTECTION	162,604.11
STATE TORT CLAIMS FUND	5,075.62
WATER/SEWER OP & MAINT FUND	407,512.92
DISABILITY RELIEF FUND	123,035.35
EMPLOYEES GROUP INSURANCE FUND	191,271.28
KELLOGG FOUNDATION PROJECT	6,250.00
H O P W A GRANT – DEPT. OF HUD	88,027.85
1% INFRASTRUCTURE TAX	214,651.68
NARCOTICS EVIDENCE ESCROW	1,131.60
MADISON SEWAGE DISP OF & MAINT	1.07
TRANSPORTATION FUND	7,169.94
JXN CONVENTION & VISITORS BUR	279,443.10
2018 TIF BOND \$4.6M – EASTOVER	2,000.00
P E G ACCESS – PROGRAMMING FUND	7,547.51
HUMAN AND CULTURE GRANTS	27,339.84
MHC BLIGHT ELIMINATION PROGRAM	7,734.05
ESG COVID CARES ACT	90,578.22
CDBG COVID CARES	88,652.14
ZOOLOGICAL PARK	1,962.05
LIBRARY FUND	9,453.50
DFA-LAKE HICO AND NORTHGATE	11,400.00
MDOT – CMPDD PROJECTS	529,699.98
TOTAL	<u>\$4,159,573.23</u>

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to add payments to the following: Neel-Schaffer in the amount of \$224,694.00; Neel-Schaffer in the amount of \$93,423.48 and Waggoner Engineering in the amount of \$433,973.25 for a total amount of \$752,090.73.

President Foote recognized **Council Member Lindsay** who moved; seconded by **Vice President Lee** to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the larger claims.

Thereafter, **President Foote**, called for a vote of said item as amended:

ORDER APPROVING CLAIMS NUMBER 28105 to 28154 APPEARING AT PAGES 92 TO 119 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,911,664.06 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28105 to 28154 appearing at pages 92 to 119, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,911,664.06 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,428,185.48
TECHNOLOGY FUND	400,330.35
PARKS & RECR. FUND	65,960.83
BUSINESS IMPROV FUND (LANDSCP)	917.69
LANDFILL/SANITATION FUND	2,768.67
FIRE PROTECTION	162,604.11
STATE TORT CLAIMS FUND	5,075.62
WATER/SEWER OP & MAINT FUND	407,512.92
WATER/SEWER CAPITAL IMPR FUND	317,117.48
DISABILITY RELIEF FUND	123,035.35
EMPLOYEES GROUP INSURANCE FUND	191,271.28
KELLOGG FOUNDATION PROJECT	6,250.00
H O P W A GRANT - DEPT. OF HUD	88,027.85
INFRASTRUCTURE BOND 2020 \$32M	433,973.35
1% INFRASTRUCTURE TAX	214,651.68
MADISON SEWAGE DISP OP & MAINT	1.07
TRANSPORTATION FUND	7,169.94
JXN CONVENTION & VISITORS BUR	279,443.10
2018 TIF BOND \$4.6M - EASTOVER	2,000.00
P E G ACCESS- PROGRAMMING FUND	7,547.51
HUMAN AND CULTURE GRANTS	27,339.84
MHC BLIGHT ELIMINATION PROGRAM	7,734.05
ESG COVID CARES ACT	90,578.22
CDBG COVID CARES	88,652.14
ZOOLOGICAL PARK	1,962.05
LIBRARY FUND	9,453.50
DFA-LAKE HICO AND NORTHGATE	11,400.00
MDOT-CMPDD PROJECTS	529,699.98
TOTAL	\$4,911,664.06

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28105 TO 28154 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 22, 2022 10:00 A.M.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 28105 to 28154 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$103,686.29 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,179,905.59
PARKS & RECR FUND		97,446.01
LANDFILL FUND		15,554.21
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		250,187.72
PAYROLL	103,686.29	
HOUSING COMM DEV		11,905.57
TITLE III AGING PROGRAMS		5,812.52
TRANSPORTATION FUND		15,900.71
PEG ACCESS-PROGRAMMING FUND		4,987.68
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		27,642.07
AMERICAN RESCUE PLAN ACT 2021		6,547.88
TOTAL		\$2,626,600.96

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

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

Nays – None.

Absent – None.

President Foote requested Agenda Item No. 29 be moved forward. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022 (FONDREN HOSPITALITY PROJECT), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE FONDREN HOSPITALITY PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM OF AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST

ISSUANCE COMPLIANCE PROCEDURES; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES).

WHEREAS, the City Council (the “Governing Body”) of the City of Jackson, Mississippi (the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“Act” shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean bonds issued on a parity of lien with regard to the pledge of the TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

“Additional Bonds Resolution” shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

“Annual Debt Service Requirement” shall mean for any Fiscal Year, the sum of the following with respect to all Outstanding Bonds: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments); (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year); and (c) interest due on all Outstanding Bonds.

“Bonds” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum aggregate principal amount of \$1,000,000, in one or more federally taxable or tax-exempt series, but in the actual amount sold and issued pursuant to the Purchase Agreement, out of the total authorized amount of \$1,000,000.

“Bond Counsel” shall mean The May Law Firm, PLLC, Jackson, Mississippi and Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally-Recognized Bond Counsel”).

“Bond Fund” shall mean the Bond Fund (Fondren Hospitality Project), including a Reserve Account, if any, as established and created by Section 2.01 of the Bond Resolution.

“Bond Payments” shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

“Bond Resolution” shall mean this resolution authorizing and directing the issuance of the Bonds.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“Business Day” shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

“Captured Assessed Value” shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the “current assessed value” of such property exceeds the “original assessed value,” as such terms are defined in the Act.

“Closing Date” with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations promulgated thereunder.

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements for the Project.

“Counsel to the Municipality” shall mean Catoria P. Martin, Esq., Jackson, Mississippi.

“County” shall mean Hinds County, Mississippi.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean Fondren Hospitality, LLC, a Mississippi limited liability company, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

“Development and Reimbursement Agreement” shall mean the development and reimbursement agreement between the Municipality and the Developer, approved by the Governing Body of the Municipality on June 19, 2018, and dated as of June 20, 2018.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Fiscal Year” shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

“Governing Body” shall mean the City Council of the Municipality.

“Improvement Fund” shall mean the Improvement Fund (Fondren Hospitality Project), as established and created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan and in the Development and Reimbursement Agreement, including, but not limited to, the cost of demolishing and removing structures and acquiring and constructing various improvements for the use or benefit of the Project, which may include, but are not necessarily limited to: installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Advisor” shall mean Ricardo H. Callender of PFM Financial Advisors LLC.

“Municipal Clerk” shall mean the Municipal Clerk of the Municipality.

“Municipality” shall mean the City of Jackson, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality’s additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues.

“Municipality Sales Tax TIF Revenues” shall mean 100% of the Municipality’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined

and calculated in the manner set forth in the Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 50% of the Municipality Sales Tax TIF Revenues.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the Municipality on June 19, 2018.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof (unless all Outstanding Bonds are so held), Bonds which are held by or on behalf of the Municipality or any Person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, other institution, or the Municipal Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are set out in the Purchase Agreement for the payment of principal and interest on the Bonds.

“Person” shall mean an individual, partnership, corporation, trust, or unincorporated organization and a government or agency or political subdivision thereof.

“Placement Agent” shall mean a placement agent (if any) engaged by the Governing Body to facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the placement agreement (if any) between the Municipality and the Placement Agent, pursuant to which the Placement Agent will facilitate the sale of the Bonds by the Purchaser, in substantially the form attached here to as **Attachment C**.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment D** hereto.

“Project” shall mean a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan.

“Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase, in substantially the form attached here to as **Attachment B**.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

“Record Date” shall mean, as to interest payments, the fifteenth day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the calendar month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan, City of Jackson Mississippi, 2007*, as amended from time to time.

“Registered Owner” shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

“Representation Letter” shall mean the blanket letter of representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Account” means the debt service reserve account by that name, if any, established and created by Section 2.01 of the Bond Resolution.

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

“Subsection 148(f) Regulations” shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF District” shall mean the tax increment financing district described in the TIF Plan.

“TIF Plan” shall mean the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018.

“TIF Revenues” shall mean, together, the Municipality Ad Valorem TIF Revenues and the Municipality Sales Tax TIF Revenues.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body has heretofore approved the Redevelopment Plan.
3. The Governing Body has heretofore on May 8, 2018, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on May 22, 2018. Notice of the public hearing on the TIF Plan was published in the *Mississippi Link* on May 10, 2018, and May 17, 2018, as evidenced by the proof of publication attached hereto as **Attachment E**. The Governing Body held a public hearing on the TIF Plan on May 22, 2018, and following the public hearing, the Governing Body adopted a resolution approving the TIF Plan on June 19, 2018/
4. The Governing Body hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.
5. The TIF Plan and the above proceedings authorize the Municipality to issue the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.
6. On June 19, 2018, the Governing Body adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer. The Development and Reimbursement Agreement was executed on June 20, 2018, by the Mayor and the Municipal Clerk and an authorized representative of the Developer.
7. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County dated January 25, 2022, was \$84,431, as of January 1, 2018. A copy of such certification is attached hereto as **Attachment A**.

8. The Original Sales Tax Diversion Amount, as such term is defined in the Act, of the sales tax collected within the TIF District and diverted to the Municipality, as determined by the Mississippi Department of Revenue, according to the Sales Tax Diversion Certificate of the Mississippi Department of Revenue dated May 24, 2022, was \$0.00, as of April 30, 2018. A copy of such certification is attached hereto as **Attachment A**.

9. The Municipality is now authorized pursuant to the provisions of the Act and the TIF Plan to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds to be payable solely from the TIF Revenues as provided herein.

10. The maximum aggregate principal amount of the Bonds authorized herein is \$1,000,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

11. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$1,000,000.

12. Pursuant to the Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues and (b) a pledge of 100% of the Municipality Sales Tax TIF Revenues.

13. The amount of the TIF Bonds to be issued will be based upon 100% of the Municipality Ad Valorem TIF Revenues and 50% of the Municipality Sales Tax TIF Revenues.

14. In order to prepare the necessary resolutions and documents for the issuance and sale of the Bonds, it is in the best interest of the Municipality to affirm the engagement of Counsel to the Municipality, Bond Counsel, and the Municipal Advisor to prepare and distribute such resolutions and documents as necessary in order to facilitate the issuance and sale of the Bonds at a subsequent date, subject to the approval by the Mayor of the terms of the sale of the Bonds, and to authorize the engagement, if necessary, of a Placement Agent for the sale of the Bonds.

15. The Bonds may be privately sold to the Purchaser pursuant to the terms and conditions of a Purchase Agreement distributed by the Municipal Advisor.

16. The Bonds may be privately placed by the Placement Agent, if any, to be hereinafter designated by the Governing Body, and sold to the Purchaser pursuant to the terms and provisions of a Placement Agreement and a Purchase Agreement.

17. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Purchase Agreement and/or the Placement Agreement, and it is necessary and appropriate for the Municipality to approve the Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor and the Municipal Clerk to execute the Purchase Agreement and/or the Placement Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

18. The Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be distributed to prospective purchasers of the Bonds.

19. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation since such

exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

20. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

21. The Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

22. The Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than \$10,000,000 of “qualified tax-exempt obligations” (other than “private activity bonds”) in the calendar year in which the Bonds are issued. Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, it is necessary to designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

23. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D**.

24. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

ARTICLE I.

STATUTORY AUTHORITY; SALE AND AWARD OF BONDS

SECTION 1.01. AUTHORITY OF THIS RESOLUTION. The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act and the TIF Plan.

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the Municipal Clerk to execute any necessary letters of engagement and disclosure. The Governing Body affirms the engagement of the following: (a) the Municipal Advisor; (b) Bond Counsel; and, (c) Counsel to the Municipality. If in the best interests of the Municipality and based upon the advice of the Municipal Advisor, the Governing Body authorizes the engagement of a Placement Agent; the Mayor and the Municipal Clerk are authorized to execute any required letters of engagement and/or disclosure for the Placement Agent.

SECTION 1.03. SALE OF BONDS PURSUANT TO PLACEMENT AGREEMENT AND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Placement Agreement and/or the Purchase Agreement.

(b) Placement Agreement. The Placement Agreement, in substantially the form attached hereto as **Attachment C**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, if the Mayor, upon advice and counsel of the Municipal Advisor, determines the engagement of the Placement Agent to be in the best interests of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) Purchase Agreement. The Purchase Agreement, in substantially the form attached hereto as **Attachment B**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to

execute and deliver the Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

**ARTICLE II.
ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS**

SECTION 2.01. ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Bond Fund (Fondren Hospitality Project). The Bond Fund is hereby created and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Debt Service Reserve Account. If required by the Municipality or the Purchaser in the Purchase Agreement, the Municipality shall establish a "Reserve Account" in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Account shall be maintained with a qualified depository.

(b) Improvement Fund (Fondren Hospitality Project). The Improvement Fund is hereby created and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation the reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvements pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

(c) The Municipal Clerk and the Mayor are authorized to take such actions as are necessary to open any accounts related to the Bonds with financial institutions, including, but not limited to the Bond Fund, the Reserve Account, and the Improvement Fund.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) Reserve Account. If required by the Municipality or the Purchaser in the Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Account, together with any other moneys, if any, available for such purpose, including the TIF Revenues, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. The remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse the Costs of the Infrastructure Improvements for the Project.

**ARTICLE III.
AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS**

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY.

(a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Purchase Agreement; shall be in the actual principal amount specified in the Purchase Agreement; shall be in the denominations specified in the Purchase Agreement; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates specified in the Purchase Agreement, commencing on a date specified in the Purchase Agreement, payable semiannually on such dates in each year as specified in the Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Purchase Agreement, on the dates and in the years and principal amounts specified in the Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals \$1,000,000 less the amount issued pursuant to the Bond Resolution and the Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Purchase Agreement and according to the terms and provisions as set forth in the Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(2) Interest shall cease to accrue on any of the Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the Outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding pursuant to the provisions of the Bond Resolution.

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made without presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid, without presentation and surrender of the Bonds, as set forth in this Section, and the principal of the Bonds shall be paid, without presentation and surrender of the Bonds, by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Municipal Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, the Registered Owners filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of the ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, validation, execution, and delivery of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

- (1) a copy, certified by the Municipal Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and
- (2) an authorization to the Paying Agent, signed by the Mayor or the Municipal Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the Municipal Clerk to have printed from time to time as necessary additional Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued shall be submitted to validation in the County pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the Municipal Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Municipal Clerk in a book maintained for that purpose, and the Municipal Clerk shall cause to be imprinted upon or accompany each of the Bonds, over the Municipal Clerk's manual or facsimile signature and impressed or facsimile seal, the Municipal Clerk's certificate in substantially the form set out in Section 3.08 hereof.

SECTION 3.04. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

SECTION 3.05. TRANSFER OF BONDS. (a) Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

(c) The Municipality and the Paying Agent may deem and treat the Person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(d) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS.

(a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the fifteen days preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be such Person as is designated in the Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

(b) So long as any of the Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent (other than the Municipal Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least 60 days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. However, no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the Municipal Clerk appointed pursuant to the provisions hereof shall be a state or national bank or trust company having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment, or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the

predecessor Paying Agent, any such transfer, assignment, and written instruments shall, on request, be executed, acknowledged, and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders, and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible pursuant to the provisions of this Section.

SECTION 3.08. FORM OF THE BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and the Municipal Clerk, execution thereof to be conclusive evidence of such approval:

**CITY OF JACKSON, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)**

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____ %	_____, 20__	_____, 20__	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Jackson, Mississippi (the "Municipality"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, without presentation and surrender of this Bond, at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent"), for the \$ _____ Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project), of the Municipality, dated and issued _____, 20__ (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable

to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$1,000,000 to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan (the "Project").

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018 (the "TIF Plan"), and by the further authority of proceedings duly had by the City Council of the Municipality, including a resolution authorizing and directing the issuance of the Bonds adopted _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan and in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$_____ each, or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity.

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least 30 days before the redemption date of any Bonds, the Municipal Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate, and maturity in any authorized denomination.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Municipal Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Jackson, Mississippi

Mayor

Attest:

Municipal Clerk

(seal)

Registration and Validation Certificate

I, the undersigned Municipal Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Hinds County, Mississippi, rendered on _____, 20__.

Municipal Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$ _____ Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project) of the City of Jackson, Mississippi, dated and issued _____, 20__.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____, 20__

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the said note on the records kept for registration thereof
with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment
must correspond with the name of
the Registered Owner as it appears upon the
face of the within Bond in every particular.

NOTICE: Signature(s) must be guaranteed
without any alteration whatsoever.
by an institution that is a participant in a
Securities Transfer Association recognized
signature guarantee program.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

**ARTICLE IV.
SECURITY FOR THE BONDS**

SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of the TIF Revenues required to pay such amounts when due. The TIF Revenues are hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds or to pay or reimburse the Costs of the Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be

for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, but shall be payable solely from the TIF Revenues, as provided in the TIF Plan and in the Bond Resolution. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

**ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF**

SECTION 5.01. TIF REVENUES. While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

- (a) Deposit of Ad Valorem TIF Revenues. The Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.
- (b) Deposit of Municipality Sales Tax TIF Revenues. The Municipality Sales Tax TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.
- (c) Pledge of TIF Revenues. The TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.
- (d) Bond Fund (Fondren Hospitality Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.
- (e) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:
 - (1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;
 - (2) any income received from investment of moneys on deposit in the Bond Fund;
 - (3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(f) No Further Payments. No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. However, the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete or final reimbursement of the Costs of the Infrastructure Improvements have been made. In any case, the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

**ARTICLE VI.
IMPROVEMENT FUND**

SECTION 6.01. IMPROVEMENT FUND (FONDREN HOSPITALITY PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and then to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on any Payment Date following such transfer.

**ARTICLE VII.
COVENANTS OF THE MUNICIPALITY**

SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS. (a)The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an “arbitrage bond” pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, making any and all calculations, computations, and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations; and maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally-Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally-Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds, or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “fair market value.”

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

**SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS;
COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.**

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally-Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that

is applied to all Persons of the same classification in the appropriate jurisdiction and in a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third-party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; or an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for Persons other than governmental units.

(d) The Municipality covenants and certifies that 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 of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Bonds; (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds; or (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally-chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Department of the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(g) The Mayor and/or Municipal Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, and setting forth certain covenants, stipulations, and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) In the event the Municipality receives an opinion of Nationally-Recognized Bond Counsel to the effect that any of the computations, deposits, or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such

computations, deposits, or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, the Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” within the meaning and for the purposes of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

**ARTICLE VIII.
DEFAULT**

SECTION 8.01. EVENT OF DEFAULT. An “Event of Default” as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking compromise of indebtedness pursuant to any other applicable federal or state laws.

The Bondholders of not less than 25% of the aggregate principal amount of the Outstanding Bonds may, upon an Event of Default, by suit, action, mandamus, or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act, the TIF Plan, and the Bond Resolution to the extent allowed by law. The Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders of all Outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing contained in the Bond Resolution shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner expressed in the Bonds.

**ARTICLE IX.
ADDITIONAL BONDS; DEFEASANCE**

SECTION 9.01. ADDITIONAL BONDS. (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Account, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (a)The consent of the Bondholders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained; or (B) the amount of the TIF Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds will be equal to at least 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act and the TIF Plan.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on any Payment Date as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date; (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America, and which obligations are not redeemable prior to their maturity by the issuer or any other Person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be; and (c) in the event the Bonds are not by their terms subject to redemption within the succeeding sixty days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the Bondholders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided,

that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

**ARTICLE X.
MISCELLANEOUS**

SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the Bondholders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in the Bond Resolution;

(2) to cure any ambiguity or to cure, correct, or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Bondholders of the Bonds; or

(3) to subject to the lien of the Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of the Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of the Bond Resolution or of the Bonds or interest thereon.

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any

fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

SECTION 10.05. ALLOCATION OF MONEYS. Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements contained in the Bond Resolution shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders.

SECTION 10.07. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

SECTION 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE. The Municipal Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality included in the TIF Plan and the diversion of Municipality Sales Tax TIF Revenues to the Municipality, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.09. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically requested by the Purchaser of the Bonds, the Bonds shall not be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee (“DTC participants”) or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds; (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to

payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words “Cede & Co.” in the Bond Resolution shall refer to such new nominees of DTC.

In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository; or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE;
DESIGNATION OF BONDS; MISCELLANEOUS**

SECTION 11.01. FURTHER ACTION. The Mayor and the Municipal Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

SECTION 11.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

SECTION 11.03. DEDICATION OF IMPROVEMENTS. If it is in the best interests of the Municipality, the provisions of the Act requiring dedication of the “redevelopment project” to the Municipality shall not apply to such improvements which are constructed on the privately-owned portion of the Project.

City of Jackson, Mississippi

President, City Council

Municipal Clerk

(seal)

Attachment A

Certificates of the Tax Assessor of the County and the Mississippi Department of Revenue

ASSESSMENT CERTIFICATE OF THE HINDS COUNTY TAX ASSESSOR

I, Charles E. Stokes, Tax Assessor of Hinds County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, (the "TIF Plan") adopted by the City of Jackson, Mississippi (the "City"), said real and personal property being located within the tax increment financing district set forth on Exhibit A hereto as established by the City in the TIF Plan:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2018, was **\$84,431** according to its then most recently determined valuation.

2) The "Original Assessed Value" resulted in:

CITY TAXES:	\$5,321.72 at 63.03 mills
COUNTY TAXES:	\$3,510.69 at 41.58 mills
SCHOOL TAXES:	\$7,153.83 at 84.73 mills

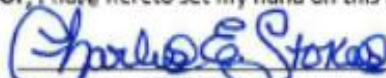
3) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2022, is **\$1,354,908** according to the most recently determined valuation, consisting of **\$862,677** in real property and **\$492,231** in personal property.

4) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2022, is **\$1,270,476.85** according to the most recently determined valuation, consisting of **\$778,246.00** in real property and **\$492,230.85** in personal property.

5) The projected incremental increase in ad valorem taxes for the 2021 tax year (being due and payable on or before February 1, 2022) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$80,078.16 at 63.03 mills
COUNTY TAXES:	\$54,109.61 at 42.59 mills
*SCHOOL TAXES:	\$110,277.39 at 86.80 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 25 day of January 2022.



CHARLES E. STOKES, TAX ASSESSOR
HINDS COUNTY, MISSISSIPPI

**NOTE: School taxes are not eligible for use with tax increment financing and are provided for informational purposes only*

Attachment B

Purchase Agreement

CITY OF JACKSON, MISSISSIPPI
\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)

Date: _____, 20__

PURCHASE AGREEMENT

City Council
City Hall
219 South President Street
Jackson, Mississippi 39201

_____ (the "Purchaser"), offers to enter into this Purchase Agreement (the "Agreement") with the City of Jackson, Mississippi (the "Municipality"), for the purchase of the Municipality's \$ _____ Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project) (the "Bonds"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bonds, adopted _____, 20__, by the City Council (the "Governing Body") of the Municipality (the "Bond Resolution"); the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, approved by the Governing Body on June 19, 2018 (the "TIF Plan"); or the Development and Reimbursement Agreement approved by the City Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), and dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

1. BACKGROUND

(a) The Municipality will issue and sell its Bonds. The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements to support the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood located in the city limits of the Municipality known as the Fondren Hospitality Project (the "Project").

(b) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the TIF Plan, and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(c) The Bonds are a limited obligation of the Municipality payable solely from and secured solely by a pledge of 100% of the Municipality's additional ad valorem tax revenues

received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(e) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(d) of this Agreement.

(f) [In reliance upon the opinion of The May Law Firm, PLLC, Jackson, Mississippi, and Watkins & Eager PLLC, Jackson, Mississippi (together, "Bond Counsel"), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bonds will be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the "Code").]

2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The Municipality is a political subdivision of the State, duly organized and existing pursuant to the laws of the State.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Agreement and

the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default pursuant to any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) [information to be provided]

3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality pursuant to this Agreement.

(d) [As required by the Purchaser, a sufficient portion of the proceeds of the sale of the Bonds or other legally available funds of the Municipality shall be deposited into the debt reserve account (the "Reserve Account") established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement (as defined in the Bond Resolution.)]

4. PURCHASE, SALE, AND DELIVERY OF THE BONDS; FUNDS

(a) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date (as defined herein), the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser the Bonds for a purchase price of \$_____ representing the par amount thereof.

(b) The Municipality will deliver the Bonds to or for the account of the Purchaser against payment of the purchase price therefor by wire transfer by the Purchaser, or by the Placement Agent on behalf of the Purchaser, of immediately available funds to the account of the Municipality at or prior to _____ p.m. on _____, 20__, or such other place, time, or date as shall be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date").

(c) The Bonds may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive form."

(d) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Purchaser agrees to purchase the Bonds from the Municipality and the Municipality agrees to sell the Bonds to the Purchaser for a purchase price of \$_____, at the following principal amount, rate, and maturity:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	%

(e) The Bonds shall be in registered form; shall be dated and issued _____, 20__; shall be in the denomination of \$_____ or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity; shall be numbered from 1 upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, _____, said bank to act as paying agent, registrar, and transfer agent (the "Paying Agent") for the Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable on _____ 1, 20__, and is a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity in the principal amounts and in the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest payable semiannually on _____ 1 and _____ 1 in each year, beginning _____, 20__, on the redemption date in accordance with the following schedule:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	%
20__	\$ _____	%
20__	\$ _____	%
20__	\$ _____	%
20__	\$ _____	%
20__	\$ _____	%
20__	\$ _____	%

Year of Maturity	Principal Amount	Interest Rate
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20	\$	%
20 *	\$	%

*Final Maturity

(f) [The Bonds are subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to the Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.]

(g) In connection with the purchase, sale, and delivery of the Bonds, the Purchaser represents and warrants to the Municipality the following:

(1) The Bonds will be sold and purchased as set forth in this Section through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) The Purchaser is not purchasing for more than 1 account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) The Purchaser has read and understands the Bond Documents (hereinafter described);

(5) The Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) The Purchaser recognizes that Bond Counsel and Catoria P. Martin, Esq., City Attorney, Jackson, Mississippi (the "Counsel to the Municipality") are not responsible for any information contained in or omitted from materials regarding the Municipality and that it

does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf, and

(h) While it has no present intention to resell or otherwise dispose of the Bonds purchased by it, the Purchaser (or if the Bonds are to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bonds, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than \$_____ each or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bonds. The Purchaser further agrees to require any buyer or other transferee to acquire the Bonds subject to the transfer restrictions set forth in this paragraph.

5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the Municipality Clerk of the Municipality, of the transcript of proceedings of the Governing Body of the Municipality in connection with the authorization, issuance, sale, and validation of the Bonds. Such transcript shall include the Bond Resolution and the form of this Agreement (collectively, the "Bond Documents").

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the Municipality to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified, or supplemented.

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of Counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants, and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants, and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified, or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7 of this Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry, or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or the pledge of TIF Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution, or any proceedings of the Municipality taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds, or (E) the power of the Municipality to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding pursuant to the laws of the State with respect to the Bonds shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, the Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied or (2) without limiting the generality of Section 11 of this Agreement, the obligations of the Purchaser and the Municipality pursuant to this Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, the Bonds, proceedings, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, if any, has the effect of requiring the offer or sale of the Bonds to be registered pursuant to the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds are adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) a general banking moratorium shall have been established by federal, State of New York, or State authorities; or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds are predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule, or regulations shall be enacted or be actively considered for enactment by any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation, or official statement by or on behalf of the Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability, or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser pursuant to this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Jackson, Mississippi
Attention: Municipality Clerk
City Hall
219 South President Street
Jackson, Mississippi 39201

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

This Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants, representations, and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Bonds.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

13. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements, or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Jackson, Mississippi

Mayor

Municipality Clerk

(seal)

Attachment C

Placement Agreement

CITY OF JACKSON, MISSISSIPPI
\$1,000,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)

Date: _____, 20__

PLACEMENT AGREEMENT

Mayor and City Council
City Hall
219 South President Street
Jackson, Mississippi 39201

This Placement Agreement, dated _____, 20__ (the "Placement Agreement"), is by and between the City of Jackson, Mississippi (the "Municipality"), and _____, _____, _____, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its Tax Increment Financing Revenue Bonds, Series 20__ (Fondren Hospitality Project), in the maximum principal amount of \$1,000,000 in one or more taxable or tax-exempt series (the "Bonds"). The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the development of the 125-room hotel, parking, and related amenities in the Fondren neighborhood of the Municipality, known as the Fondren Hospitality Project (the "Project"), as described more fully in the TIF Plan, as provided for in the resolution authorizing and directing the issuance of the Bonds, adopted by the City Council (the "Governing Body") on _____, 20__ (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution, in the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Council on June 19, 2018 (the "TIF Plan"), or the Development and Reimbursement Agreement approved by the Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

(a) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(b) The Bonds are payable from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(c) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(d) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement, commitment to finance, term sheet, or other similar agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bonds for the purchase and sale of the Bonds (the "Purchase Agreement").

Section 4. Placement of the Bonds.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bonds with qualified institutional buyers or investors (the "Purchaser" or "Purchasers") in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) No preliminary official statement, official statement, placement memorandum, or other offering document will be distributed in connection with the sale and issuance of the Bonds.

Section 5. Payment of the Purchase Price.

Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Placement Agreement, the Purchase Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Purchase Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

Section 9. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bonds will be sold and purchased as set forth in Section 4 hereof through a negotiated sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed 35.

(c) The Placement Agent will obtain from each Purchaser an executed Purchase Agreement in the form set forth as Attachment B to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bonds;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bonds, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

(iv) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds; and

(v) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of its Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

(d) The Municipality (as the client of _____, _____, _____) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bonds, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether _____, _____, _____, has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 13. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship between the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bonds hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the Municipality and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Municipality. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within _____, _____, _____, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Very truly yours,

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

City of Jackson, Mississippi

Mayor

Municipality Clerk

(seal)

Attachment D

Post Issuance Compliance Procedures

§ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(FONDREN HOSPITALITY PROJECT)
CITY OF JACKSON, MISSISSIPPI

PROCEDURES FOR POST-ISSUANCE COMPLIANCE TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Jackson, Mississippi (the "Municipality" or the "Issuer") remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Issuer and its obligations.

The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the Municipality Clerk of the Issuer and the Chief Financial Officer of the Issuer (together, the "Responsible Parties") as the primary persons responsible for compliance with this policy. The Responsible Parties will coordinate efforts with the City Council of the Issuer (the "City Council") and other parties working with the Issuer on financings and the operation of bond-financed facilities to ensure that any actions taken with respect to bond-financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each year that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond-financed facility

Separate Bank Account

Many of the Code provisions related to tax-exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted

using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended; the Issuer is not in compliance with the arbitrage requirements imposed by the Code; or the Issuer has taken a deliberate action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

City of Jackson, Mississippi

Municipality Clerk

Chief Financial Officer

(seal)

Dated: _____, 20__

Attachment E

Proof of Publication of Notice of Public Hearing for TIF Plan

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

ROOF HERE

LEGALLY appeared before me, the undersigned notary public in and for Hinds

LEGAL

**NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN FOR THE
FONDREN HOSPITALITY PROJECT
CITY OF JACKSON, MISSISSIPPI**

Notice is hereby given that the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City"), will hold a public hearing on May 22, at 6:00 o'clock p.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 219 South President Street, Jackson, Mississippi, on the Tax Increment Financing Plan: Fondren Hospitality Project, City of Jackson, Mississippi, May 2018 (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with The City of Jackson, Tax Increment Financing Redevelopment Plan, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing bonds (the "Bonds"). In one or more series in an amount not to exceed One Million Dollars (\$1,000,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements in connection with the Project (as defined in the TIF Plan), which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, insurance costs, capitalized interest, and other related soft costs (collectively "Infrastructure Improvements").

The Bonds shall be secured solely by a pledge by the City of the incremental increase in sales tax rebates and real and personal property ad valorem tax revenues generated within the TIF District, as described in the TIF Plan, and will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates set forth above. If deemed necessary and appropriate, the City may require additional security from the developers of the Project.

Construction of the infrastructure improvements and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City may exercise its authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), as authorized by Sections 21-45-1, et seq. Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the Act.

Witness my signature and seal, this 8th day of May, 2018.

KRISTI MOORE, City Clerk

5/10/2018, 5/17/2018

Minnie Garrett

of THE MISSISSIPPI LINK, a weekly newspaper as sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, sworn, states that the notice, a true copy of which is heretofore used of said newspaper as follows:

Publication
& Associates LLC of Public Hearing Tax Increment Financing Plan Fondren Hospitality Project City of Jackson
day 05/10/2018
day 05/17/2018
0

Minnie Garrett
of the Mississippi Link Newspaper

before me this 17 day of July 2020

Lee Mayer

July 16 2020

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Brad Davis, Watkins & Eager who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item.

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

Nays – None.

Absent – None.

ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF CHLOE DOTSON AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 30, 2022, the Mayor appointed Chloe Dotson as Interim Director of the Department of Planning and Development for the City of Jackson, Mississippi; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, the interim term of Chloe Dotson as Planning and Development Director will expire November 28, 2022, upon expiration she can no longer serve in an interim capacity; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Chloe Dotson as Director of the Department of Planning and Development for the City of Jackson, Mississippi, is hereby confirmed.

Vice President Lee moved adoption; **Council Member Banks** seconded.

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

* * * * *

There came on for consideration Agenda Item No. 9:

ORDER CONFIRMING THE MAYOR’S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. Said item was pulled by the Administration.

* * * * *

ORDER CONFIRMING THE MAYOR’S NOMINATION OF SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.

WHEREAS, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term of Robert E. Martin was scheduled to expire October 23, 2023, however the Mayor accepted his resignation effective November 22, 2022; and

WHEREAS, Sharon F. Bridges, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS, THEREFORE, ORDERED that the Mayor’s nomination of Sharon F. Bridges to the Jackson Municipal Airport Authority Board be confirmed with said term to expire October 23, 2023.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Foote recognized **Louis Wright, CAO**, who provided a brief overview of said item.

President Foote recognized **Sharon Bridges**, who gave her personal statement and answered questions posed to her by Council Members.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FROM OCTOBER 14, 2022 TO DECEMBER 31, 2022.

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

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

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

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

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

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to extend the contract with Ice Miller Strategies, LLC to provide federal lobbying services to the City until December 31, 2022.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an agreement with Ice Miller Strategies, LLC to provide federal lobbying services to the City of Jackson between October 14, 2022 and December 31, 2022.

IT IS FURTHER ORDERED that a sum not to exceed \$14,100.00 may be paid to Ice Miller Strategies, LLC which shall include all fees and expenses associated with the services with the exception of extraordinary expenses that must be authorized and approved by the City in writing.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

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

Nays – Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023.

WHEREAS, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt leave policies as it deems necessary is not restricted except for limiting creditable service reported to the Public Employee's Retirement System for the purpose of computing an employee's retirement allowance or annuity or benefits provided by the Public Employee's Retirement System of Mississippi; and

WHEREAS, the City of Jackson is committed to providing competitive benefits that are flexible and when possible, responsive to the needs of our employees; and

WHEREAS, providing these types of benefits enables the City of Jackson to continue to attract and retain a qualified, engaged, and diverse workforce; and

WHEREAS, the City of Jackson recognizes the need to support employees as they balance their career and family life; and

WHEREAS, the purpose of paid paternal leave is to enable employees to care for and bond with a newborn, a newly adopted child or foster placement; and

WHEREAS, the City of Jackson will provide up to 8 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care; and

WHEREAS, employees must meet one of the following criteria:

- Have given birth to a child
- Be a spouse
- Biological parent
- Parents regardless of gender or same sex couples
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

WHEREAS, eligible employees must meet the following criteria:

- Have been employed with the City of Jackson for at least 12 months
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
- Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit)
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

WHEREAS, the paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable; and

WHEREAS, eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption, or placement occurs (e.g., the birth of twins, adoption of siblings, or multiple children) does not increase the 8-week total amount of paid parental leave granted for that event; and

WHEREAS, each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson; and

WHEREAS, employees will not receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements; and

WHEREAS, paid parental leave will be compensated at 100 percent of the employee's regular, straight-time pay; and

WHEREAS, eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12 -week Family Medical Leave Act benefits; and

WHEREAS, approved paid parental leave must be taken immediately following the birth, adoption, or foster care placement of a child with the employee; and

WHEREAS, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period; and

WHEREAS, an employee who returns to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave; and

WHEREAS, upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible; and

WHEREAS, the City of Jackson will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid personal leave or paid sick leave; and

WHEREAS, if a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement; and

WHEREAS, the employee will provide the human resource department with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); and

WHEREAS, the employee must complete and request paid personal leave on forms designated by the City of Jackson and provide any requested documentation in order to receive the benefit; and

WHEREAS, paid personal leave benefits will be afforded employees without regard to race, color, creed, national origin, sex, disability, or sexual orientation; and

WHEREAS, the content of this order should not be construed as negating any of the leave and protections afforded by the Family and Medical Leave Act; and

WHEREAS, this order should be construed only as designating the terms and conditions upon which paid parental leave shall be provided to municipal personnel and is not intended to negate regulations and provisions applicable to the Family and Medical Leave Act (FMLA).

IT IS, THEREFORE, ORDERED that this order concerning the paid parental leave in the City of Jackson shall become effective January 1, 2023.

IT IS, THEREFORE, ORDERED that the provisions of this order concerning paid parental leave shall become effective January 1, 2023.

IT IS FURTHER ORDERED that the Mayor and Department of Human Resources shall be authorized to perform acts required for implementation of the contents of this order which do not require expenditure of additional funds or procurement.

Council Member Lindsay moved adoption; **Vice President Lee** seconded.

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item and recommended an amendment as provided by City Legal.

President Foote recognized **Council Member Banks** who moved; seconded by **Council Member Lindsay**, to substitute said order as recommended by City Legal. The motion prevailed by the following votes:

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

Nays – None.

Absent – None.

Thereafter, **President Foote** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023

WHEREAS, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt leave policies as it deems necessary is not restricted except for limiting creditable service reported to the Public Employee's Retirement System for the purpose of computing an employee's retirement allowance or annuity or benefits provided by the Public Employee's Retirement System of Mississippi; and

WHEREAS, the City of Jackson is committed to providing competitive benefits that are flexible and when possible, responsive to the needs of our employees; and

WHEREAS, providing these types of benefits enables the City of Jackson to continue to attract and retain a qualified, engaged, and diverse workforce; and

WHEREAS, the City of Jackson recognizes the need to support employees as they balance their career and family life; and

WHEREAS, the purpose of paid paternal leave is to enable employees to care for and bond with a newborn, a newly adopted child or foster placement; and

WHEREAS, the City of Jackson will provide up to 8 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care; and

WHEREAS, employees must meet one of the following criteria:

- Have given birth to a child
- Be a spouse
- Biological parent
- Parents regardless of gender or same sex couples
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

WHEREAS, eligible employees must meet the following criteria:

- Have been employed with the City of Jackson for at least 12 months
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
- Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit)
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy
- Proof of placement in foster care at the eligible employee's residence by a child protection services agency or a court of competent jurisdiction
- Proof of placement is the same length of requested parental leave time or longer
- All proof shall be submitted with the request for parental leave or within seven (7) days of receipt from child protection services agency or a court of competent jurisdiction

WHEREAS, the paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable; and

WHEREAS, eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption, or placement occurs (e.g., the birth of twins, adoption of siblings, or multiple children) does not increase the 8-week total amount of paid parental leave granted for that event; and

WHEREAS, each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson; and

WHEREAS, employees will not receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements; and

WHEREAS, paid parental leave will be compensated at 100 percent of the employee's regular, straight-time pay; and

WHEREAS, eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12 -week Family Medical Leave Act benefits; and

WHEREAS, approved paid parental leave must be taken immediately following the birth, adoption, or foster care placement of a child with the employee; and

WHEREAS, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period; and

WHEREAS, an employee who returns to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave; and

WHEREAS, upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible; and

WHEREAS, the City of Jackson will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid personal leave or paid sick leave; and

WHEREAS, if a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement; and

WHEREAS, the employee will provide the human resource department with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); and

WHEREAS, the employee must complete and request paid personal leave on forms designated by the City of Jackson and provide any requested documentation in order to receive the benefit; and

WHEREAS, paid personal leave benefits will be afforded employees without regard to race, color, creed, national origin, sex, disability, or sexual orientation; and

WHEREAS, the content of this order should not be construed as negating any of the leave and protections afforded by the Family and Medical Leave Act; and

WHEREAS, this order should be construed only as designating the terms and conditions upon which paid parental leave shall be provided to municipal personnel and is not intended to negate regulations and provisions applicable to the Family and Medical Leave Act (FMLA);

IT IS, THEREFORE, ORDERED that this order concerning the paid parental leave in the City of Jackson shall become effective January 1, 2023.

IT IS, THEREFORE, ORDERED that the provisions of this order concerning paid parental leave shall become effective January 1, 2023.

IT IS FURTHER ORDERED that the Mayor and Department of Human Resources shall be authorized to perform acts required for implementation of the contents of this order which do not require expenditure of additional funds or procurement.

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS.

WHEREAS the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

WHEREAS, NEOGOV provides Power DMS digital management software for policy and compliance management platforms that will allow the City of Jackson Police Department to create, edit, organize, and distribute content from a secure, cloud-base site and provide a training solution which will allow the City of Jackson Police Department to create, track and deliver training content online; and

WHEREAS, NEOGOV will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98); and

WHEREAS, the City of Jackson Police Department may terminate NEOGOV account at any time, NEOGOV may at its discretion terminate the City of Jackson Police Department account at any time, for any reason at any time without notice; and

WHEREAS, NEOGOV will not be liable if for any reason all or any part of the services are unavailable at any time or for any period of time; and

WHEREAS, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund Account #001.442.20.6231.

IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into an agreement and pay NEOGOV a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98) for a twelve-month subscription.

Vice President Lee moved adoption; **Council Member Banks** seconded.

President Foote recognized **Michael Outland, JPD Commander**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23.

WHEREAS, previous approval was granted to the Fire Department to participant in the water box program for Fire Station 1 and Fire Station 20 on September 13, 2022 during the Regular City Council meeting; and

WHEREAS, the Fire Department is asking for approval for an additional water box to be placed at Fire Station 23; and

WHEREAS, the Water Box Program operates under the organization named 501CTHREE, a California public benefit corporation; and

WHEREAS, the Water Box Program provides clean and safe potable water to people in communities where water from the tap is unsafe to drink; and

WHEREAS, the Water Box is designed to filter contaminants and pathogens from municipal water; and

WHEREAS, the Water Box system produces ten (10) gallons of clean potable water in fifteen (15) seconds; and

WHEREAS, 501CTHREE covers all the set-up cost to operate The Water Box system which includes delivery, installation of the filtration system, water test equipment, onsite training, reusable containers to hand out to the community, any maintenance parts such as filters, advertisement; and

WHEREAS, the participant agrees to serve as a test site and evaluate The Water Box over a period of one year in a manner prescribed by 501CTHREE; and

WHEREAS, for one-year 501 CTHREE will provide participant and associated support which covers the financial offset of city water expenses, the offset does not exceed 62,400 gallons per month, third-party testing of the water samples during the beginning and end of the program period, telephone and field support of system operation and maintenance; and

WHEREAS, 501CTHREE Statement of Work, see Exhibit A; and

WHEREAS, at the conclusion of the one-year demonstration period, 501CTHREE will arrange to have the unit picked up if the event participant does not exercise their option to extend the agreement for an additional three (3) year term; and

WHEREAS, this agreement may be terminated with a thirty (30) day prior written notice to the other party and mutual written consent of the parties.

IT IS HEREBY ORDERED that the Mayor be authorized to execute this Agreement with 501 CTHREE to participate in the Water Box Program.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any documents necessary to effectuate participation in the Water Box Program.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Sondra Moncure, Deputy City Attorney**, who provided a brief overview of said item.

President Foote recognized **Elliot Holmes, Deputy Fire Chief**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

Note: Council Member Lindsay left the meeting.

ORDER AUTHORIZING THE TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on February 17, 2021, the Jackson City Council authorized the Mayor to execute an agreement with Cintas Corporation for facilities services and supplies to the City of Jackson, Mississippi for the Department of Human and Cultural Services’ Early Childhood Development facilities; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, Paragraph 6 of the Facilities Services Rental Agreement provides, “The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless the company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the current term; and

WHEREAS, Cintas Corporation may be entitled to compensation for services performed prior to receiving notice to terminate the Facilities Services Rental Agreement; and

WHEREAS, the Department of Human and Cultural Services recommends the Facilities Services Rental Agreement for termination and authorizes payment to Cintas Corporation for services completed prior to its receipt of the notice of termination.

IT IS, THEREFORE, ORDERED that the Director of the Department of Human and Cultural Services is authorized to terminate the Facilities Services Rental Agreement with Cintas Corporation and compensate Cintas Corporation for any professional services completed according to the Professional Services Agreement before the notice of intent to terminate said agreement.

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

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

Note: Council Member Lindsay returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA (“CDFL”) TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Department of Human and Cultural Services seeks architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Competition; and

WHEREAS, the State of Mississippi 2022 Legislature allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation of Mississippi desire to assign their agreement with CDFL to the City of Jackson; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council accept the designs submitted by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi; and

WHEREAS, the Department of Human and Cultural Services further recommends that the Jackson City Council authorizes the Mayor to enter into a separate agreement with CDFL for the completion of the construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase; and

WHEREAS, CDFL will use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

WHEREAS, the City agrees to compensate CDFL for the services provided under this agreement at a fee not to exceed \$90,000.00, \$70,000 for the construction documents and \$20,000 for construction period services; and **WHEREAS**, the City and CDFL agree the renovations will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date will be May 31, 2024.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts the assignment of the contract between CDFL and Friends of Thalia Mara Hall and the Community Foundation of Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with CDFL to provide construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase of this project and payment is authorized in an amount not to exceed \$90,000.00, which shall be paid as services are rendered.

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

President Foote recognized **David Lewis, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NON-PROFIT CORPORATION.

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, the governing authorities of any municipality to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the Greater Jackson Arts Council, a nonprofit corporation with its principal office at 201 East Pascagoula, Suite 103, Jackson, Mississippi 39201, has provided to the City a budget in the amount of \$1,106,800.00 for the fiscal year 2023; and

WHEREAS, the Greater Jackson Arts Council has requested that the City of Jackson contribute \$105,000.00 to support its efforts to provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens: and

WHEREAS, the funds will be used to provide services to Jackson Public School scholars, scholars in Hinds County, Mississippi, neighborhood associations, artist organizations, and emerging artists; and

WHEREAS, the City of Jackson will reimburse the agency based upon its expenditures and upon receipt of documentation establishing its expenditures during the period October 1, 2022, through September 30, 2023, and the availability of matching funds; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council authorize the Mayor to execute a Memorandum of Understanding with the Greater Jackson Arts Council containing the following substantive provisions:

1. The Agency shall provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall pay One Hundred Five Thousand Dollars (\$105,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a quarterly basis and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing amounts expended, income received, the availability of matching funds, and a report of its activities during the quarter. Final requests for reimbursement must be made by the Agency no later than September 5, 2023, as the allocations are applicable only for the City's 2022 – 2023 fiscal year, i.e., ending September 30, 2023.
5. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency's budget line items shall require prior written approval of the City's Director of the Department of Human and Cultural Services.
6. This MOU shall commence upon execution and end on September 30, 2023.

7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.

8. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.

9. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.

10. The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.

11. The parties agree that the City's contributions under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

14. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.

15. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.

16. The parties agree that the provisions of this MOU constitute their entire agreement and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.

17. The parties agree that this MOU may not be modified except upon written consent and agreement of the parties.

18. The parties agree that any and all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

WHEREAS, it is in the best interest of the City of Jackson to support the agency's efforts and award the funds sought.

IT IS HEREBY ORDERED that funds in the amount of \$105,000.00 shall be awarded to the Greater Jackson Arts Council, and issued based on the Greater Jackson Arts Council's ability to demonstrate the availability of matching funds.

IT IS FURTHER HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Greater Jackson Arts Council for the award of matching funds, as well as any and all documents related thereto for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program.

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

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

Nays – None.

Abstention – Hartley and Stokes.

Absent – None.

* * * * *

ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) FROM THE STEVEN JAMES FOUNDATION INC., FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORK EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON SATURDAY, DECEMBER 31, 2022 FOR A NEW YEAR’S EVE CELEBRATION.

WHEREAS, in Opinion Number 2010-00022 addressed to Jason Herring, the Mississippi Attorney General stated that municipal governing authorities have the authority to accept the donation of funds for specifically designated purposes; and

WHEREAS, the Steven James Foundation Inc., has indicated that it is willing to donate to the City of Jackson monies in the amount of Nine Thousand Dollars (\$9,000.00) to be used for the specific purpose of providing a Fire Work Exhibition for New Year’s Eve; and

WHEREAS, the Steven James Foundation Inc., is a non-profit corporation in good standing according to information appearing in the online data base of the Mississippi Secretary of State; and

WHEREAS, the Steven James Foundation, Inc., was incorporated by Steven James of 521 Newbury Drive, Madison, Mississippi and has as its stated purpose administration of human resource programs except education, public health, and veteran affairs; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the donation from the Steven James Foundation Inc.; and

IT IS, THEREFORE, ORDERED that the donation of monies in the amount of Nine-Thousand Dollars (\$9,000.00) from Steven James Foundation Inc., shall be accepted.

IT IS, THEREFORE, ORDERED that the monies donated from Steven James Foundation Inc., shall be used for the specific purpose of providing a fireworks exhibition for the New Year’s Eve celebration on Saturday, December 31, 2022 near 105 East Pascagoula Street.

Council Member Hartley moved adoption; **Vice President Lee** seconded.

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

Nays – None.

Absent – None.

* * * * *

Note: Council Member Banks left the meeting.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development The City Of Jackson’s 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

WHEREAS, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

WHEREAS, a total twenty (20) Community Development Block Grant (CDBG) proposals were submitted, three (3) Emergency Solutions Grant (ESG) proposals, and one (1) Housing Opportunities for Persons With AIDS (HOPWA) proposal were submitted electronically by the deadline of 5:00 p.m. on August 13, 2021; and

WHEREAS, based on HUD’s Regulations 576.100, ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities; and

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson; and

WHEREAS, the contracts shall be effective October 15, 2022 – October 31, 2023 and shall authorize the expenditure of \$147,675.00 from ESG funds.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson, and to execute all other required forms and contractual documents related to this award.

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

President Foote recognized **Linda Caldwell, Office of Housing Manager**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487.28 FOR RAPID RE-HOUSING.

WHEREAS, the Coronavirus Aid Relief, and Economic Security Act (“CARES Act”) (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the Waivers and Alternative Requirements for the Emergency Solutions Grant (ESG) Program under the CARES ACT provides various flexibilities and authority for HUD to issue waivers and alternative requirements to make it easier for ESG grantees to use ESG-CV grant funds and annual ESG grant funds for coronavirus response; and

WHEREAS, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of one million four hundred forty-four thousand five hundred fifty-two dollars (\$1,444,552.00) in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

WHEREAS, HUD has extended the ESG-CV expenditure deadline to September 30, 2023, per ESG-CV Requirements Summary: Notices CPD-22-06 and 21-08; and

WHEREAS, the Office of Housing and Community Development has determined that a balance of \$3,487.28 remains unexpended from funding allocated to be expended on activities related to preventing, preparing for, and responding to COVID-19; and

WHEREAS, either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; and

WHEREAS, the Office of Housing and Community Development recommends that the Mayor be authorized to execute a contract and related documents with Stewpot Community Services, Inc. to expend \$3,487.28 of ESG CARES Act funds on Rapid Re-Housing of the Homeless population; and

WHEREAS, ESG funds shall be expended in strict accordance with SUBRECIPIENT's Exhibit "A" and hereinafter referred to as the "Scope of Services".

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$3,487.28 for Emergency Shelter activities to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning October 15, 2022 and ending September 30, 2023.

Exhibit "A"

EXHIBIT
A

**INSTRUCTIONS
EMERGENCY SOLUTIONS GRANT (ESG)
"SCOPE OF SERVICES"**

Purpose – to describe the objectives for each activity and the specific tasks that need to be accomplished to achieve those objectives

PROJECT DESCRIPTION

Describe the activity to be undertaken including what services are to be performed, where they are to be provided, for whom they are to be provided and how many citizens will benefit from the proposed project/service.

OUTREACH PLAN

Describe and outline how your agency will reach clients, identify clients, collaborate with the local CoC to accept referrals, and who is your target population.

PERFORMANCE STANDARDS

List measurable objectives, how you will implement, and the number of clients you anticipate

SPENDING SCHEDULE/PRODUCTION GOALS

Indicate the estimated amount of ESG funds to be expended per month. The total must be equivalent to the awarded amount. (Do not divide the total allocation by twelve months.)

Estimate the total number of persons who will benefit from the project. (The month of October should include all persons that participated in the program. The remaining months should consist of unduplicated numbers. (When all twelve months are added together, the total should be an unduplicated number for the fiscal year.)

From the previous column, estimate the number of low/mod persons per month.

BUDGET

Identify and explain the sources and amounts of all non-ESG funds to be used.

COST SUMMARY SUPPORT

Indicate all other funds that are committed to each line item as shown on the Budget. The total of the ESG amount and Other Funds amount should be placed in the Total column. These amounts should concur with the amounts on the Budget.

The Description for each ESG line item must adequately describe what the line item includes, i.e. the SUPPLIES line item can consist of office supplies, program supplies and cleaning supplies.

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Council Member Lindsay moved adoption; Council Member Stokes seconded.

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

Nays – None.

Absent – Banks.

* * * * *

ORDER AMENDING THE DECEMBER 7, 2021 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS IN THE CITY OF JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2023.

WHEREAS, by Order entered on December 7, 2021, recorded in Minute Book 6U, Pages 234-235, the City Council authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to expend funds under the Community Development Block Grant (CDBG-CV) to prepare, prevent, and respond to COVID-19 in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to assist the City by utilizing such funds to provide Temporary Emergency Shelter to citizens in the City

of Jackson who are homeless at a program cost not to exceed \$336,000.00 for a term beginning December 1, 2021 and ending November 30, 2022; and

WHEREAS, during the term of the contract, Stewpot Community Services, Inc. has expended \$254,981.41 to assist people without permanent housing by providing them temporary shelter, helping them locate stable housing, and providing other supportive services; and

WHEREAS, on November 30, 2021, the City received notification that it had been awarded supplemental CDBG-CV funds in the amount of \$2,568,508.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, recommends that the Mayor be authorized to execute an amended contract and related documents to:

- (1) Extend the contract term from December 1, 2022 to December 31, 2023,
- (2) Authorize Stewpot Community Services, Inc. to expend additional funding from the supplemental CDBG-CV funds in the amount of \$228,000.00, and
- (3) Authorize Stewpot Community Services, Inc. to expend the \$81,018.59 remaining from the December 7, 2021 contract; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amended contract and related documents with Stewpot Community Services, Inc. to expend CDBG-CV funds in amount not to exceed \$309,018.59 for reimbursable eligible expenses pursuant to the 2020 CDBG CARES Act guidelines in the City of Jackson beginning December 1, 2022 and ending December 31, 2023.

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

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

* * * * *

ORDER ACCEPTING THE BID AND ADDITIVE ALTERNATE OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTER REHABILITATION PROJECT PHASE 1, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1; and

WHEREAS, two bids were submitted to the Municipal Clerk on October 4, 2022; and

WHEREAS, the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 was the lowest base bid received; and

WHEREAS, Hemphill Construction Company, Inc., submitted a bid for the additive alternate in the amount of \$1,772,155.00; and

WHEREAS, the base bid and the additive alternate of Hemphill Construction Company, Inc. in the amount of \$8,041,723.00 was the lowest bid received for the combined base bid and additive alternate, and was within the Engineer’s Construction Estimate of \$9,000,000.00; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 for the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1 to be the lowest and best bid; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the base bid of Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1, DWIL250008-03, in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 are accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract in the total amount of \$8,041,723.00 with Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1 and to submit the same to various oversight agencies as needed.

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

President Foote recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

President Foote recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON WATER TREATMENT PLANTS AND WELLS.

WHEREAS, the water treatment SCADA (supervisory control and data acquisition) system for the City of Jackson is essential for treating water at the O.B. Curtis (conventional process) and J.H. Fewell Water Treatment Plants; and

WHEREAS, GlobalCare Support provides necessary updates and support to ensure the stable and secure operation of the SCADA system's software, Proficy HMI/SCADA iFIX; and

WHEREAS, GE Digital, LLC is the sole support service provider in the United States for Proficy software products, and Gray Matter Systems is the sole authorized representative in the state of Mississippi; and

WHEREAS, the cost of the annual GlobalCare Support agreement totals \$21,481.84.

IT IS, THEREFORE, ORDERED that a single source procurement is authorized from GE Digital, LLC in the amount of \$21,481.84 for GlobalCare Support for the Proficy HMI/SCADA iFix software used at the water treatment plants.

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Foote recognized Robert Lee, City Engineer, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING THE CONSTRUCTION AND MAINTENANCE OF MUSEUM TRAIL BETWEEN LAUREL STREET AND RIVERSIDE DRIVE.

WHEREAS, the Jackson Heart Foundation intends to construct a section of the Museum Trail between Laurel Street and Riverside Drive between Interstate 55 and the J.H. Fewell Water Treatment Plant; and

WHEREAS, the Mississippi Department of Transportation requires the City of Jackson as the governing authority to submit an executed Memorandum of Agreement governing the terms of constructing and maintaining those portions of the Museum Trail that will be built on Mississippi Department of Transportation right-of-way.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission concerning the construction and maintenance of the Museum Trail between Laurel Street and Riverside Drive.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 227 DIGITAL COPIER TO BE USED BY THE MAINTENANCE SUPPLY WAREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Maintenance Supply Warehouse for the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$103.85 per month, plus a copy overage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub 227 Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract

#8200062059 at a cost of \$103.85 per month, plus a copy coverage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02.

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the O.B. Curtis Membrane Filter Building; and

WHEREAS, during construction, multiple issues were identified that require a change order to correct; and

WHEREAS, the proposed Change Order #3 would result in an increased amount not to exceed \$623,064.19 with 120 additional working days added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order#3 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #3 to the contract of Hemphill Construction Company, Inc. for the O.B. Curtis Water Treatment Membrane Filter Building Project, DWI-L250008-02, increasing the contract by an amount not to exceed \$623,064.19 and increasing the contract time by 120 working days.

Council Member Lindsay moved adoption; **Vice President Lee** seconded.

President Foote recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCE ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

IT IS HEREBY ORDERED that payment in the amount of \$3,890.62 be made to Willie Bruce Ross as full and complete settlement for any and all claims for damages due to property damage that occurred on April 06, 2022.

Council Member Lindsay moved adoption; **Vice President Lee** seconded.

President Foote recognized **Carrie Johnson, Office of the City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis: Resolution of The City of Jackson, Mississippi, Consenting to Hinds County, Mississippi Constructing Improvements to White Oak Creek in The City of Jackson, Mississippi

The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

* * * * *

There came on as the Emergency Agenda Item: RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI CONSTRUCTING IMPROVEMENTS TO WHITE OAK CREEK IN THE CITY OF JACKSON, MISSISSIPPI. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI CONSTRUCTING IMPROVEMENTS TO WHITE OAK CREEK IN THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, Hinds County, Mississippi, has received an appropriation of funds from the State of Mississippi in the amount of \$2,000,000.00 for the White Oak Creek Drainage and Erosion Control Project; and

WHEREAS, Hinds County is authorized under Miss Code Ann. Section 19-5-92.1 to:

- (a) Alter and change the channels of streams or other water courses...and
- (c) Incur costs and pay necessary expenses for:
 - (i) Providing labor, materials and supplies to clean or clear drainage ditches, creeks or channels or conduits, both natural and man-made and to prevent erosion of such ditches, creeks or channels;
 - (ii) Acquiring property and obtaining easements necessary to perform work under this section; and
 - (iii) Reimbursing landowners for damages and injury resulting from work performed by the county under this section; and

WHEREAS, the City of Jackson is authorized under Miss Code Ann Section 21-19-13 to: Establish, alter and change the channels of streams or other water courses, and to bridge the same, whenever so to do will promote the health, comfort and convenience of the inhabitants of such municipality...[and] incur costs and pay necessary expenses in providing labor, materials and supplies to clean or clear drainage ditches, creeks or channels, whether on public or private property, and to incur costs and pay necessary expenses in providing labor, materials and supplies in order to prevent erosion where such erosion has been caused or will be caused by such drainage ditches, creeks or channels;

and

WHEREAS, Hinds County has requested that the City authorize the construct of improvements to White Oak Creek consistent with the legislative appropriation by reciprocal resolutions; and

WHEREAS, Hinds County has agreed that consistent with the legislative appropriation it will undertake work to provide public infrastructure improvements that will include, but will not

necessarily be limited to, erosion control, stabilization of the banks, reshaping the slopes of the Creek, acquisition of and payment for any necessary easements, general construction, purchase of equipment, and the creation of assessments, surveys, models, investigations, studies and/or plans pursuant to erosion control and creek repair; and

WHEREAS, Hinds County will be responsible for performing all the work and shall be responsible for all construction costs and materials deemed necessary by its Department of Public Works and engineering firms contracted to perform the work; and

WHEREAS, Hinds County will provide the City of Jackson City Engineer with assessments, surveys, models, investigations, studies and/or plans pursuant to erosion control and creek repair for review and approval prior to undertaking construction; and

WHEREAS, Hinds County will provide the City of Jackson City Engineer of notice of the date on which construction of any improvements will commence and notice of substantial completion of the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson does hereby consent to Hinds County, Mississippi constructing improvements to White Oak Creek in the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that Hinds County has agreed to fund all activities necessary for completion of the project, including, but not limited to, providing the State of Mississippi funds appropriated for the project, engineering design for the project, solicitations of bids for construction of the project, construction engineering and inspection services for construction of the project, and construction of the project, and will be responsible for ensuring that the project is performed in compliance with the funding source requirements.

BE IT FURTHER RESOLVED that Hinds County has agreed to be responsible for establishing and managing the budget of the project.

BE IT FURTHER RESOLVED that Hinds County has agreed to direct the completion of the project, in consultation with the City Engineer for the City of Jackson, including by providing the City Engineer with the date of commencement of construction and the date of substantial completion, which is for the purpose of allowing the City Engineer to observe and inspect the Project work as it is performed and completed.

BE IT FURTHER RESOLVED that Hinds County has agreed to provide the City of Jackson with access to any records requested directly related to the project.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon passage of reciprocal Resolutions by both the Hinds County and City of Jackson governing authorities and continue until written acknowledgement by both parties of completion of the described work.

BE IT FURTHER RESOLVED that this Resolution and the reciprocal resolution of Hinds County, and thereby the project, may be amended by the passage of reciprocal resolutions approved by both the Hinds County and the City of Jackson governing authorities and terminated by either of the governing authorities upon passage of a Resolution terminating the consent of the City or terminating the construction of the Project, or any portion thereof, by the County.

BE IT FURTHER RESOLVED that this Resolution is contingent upon the passage of a reciprocal resolution by the Hinds County Board of Supervisors.

BE IT FURTHER RESOLVED that this Resolution of the City of Jackson, being the reciprocal resolution of the City of Jackson, upon adoption, be signed by the Mayor and transmitted to the Hinds County Board of Supervisors to be spread upon the minutes of that Board.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

President Foote recognized **Council Member Lindsay** who moved, seconded by **Vice President Lee** to add an item to the agenda on an emergency basis: Order Authorizing the City of Jackson to Execute the Procurement Card Program Agreement. The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item: ORDER AUTHORIZING THE CITY OF JACKSON TO EXECUTE THE PROCUREMENT CARD PROGRAM AGREEMENT. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE CITY OF JACKSON TO EXECUTE THE PROCUREMENT CARD PROGRAM AGREEMENT.

WHEREAS, as a result of the August 29, 2022 emergency declared by the City of Jackson for the water system, the Mississippi Department of Health has requested that the City of Jackson develop an in-house emergency procurement process to ensure quick delivery of equipment and services needed for continued operations at the water treatment plants; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-9(b), the Office of Purchasing, Travel and Fleet Management (OPTFM) of the Mississippi Department of Finance and Administration (DFA) has adopted purchasing regulations governing the use of credit cards, procurement cards and purchasing club membership cards to be used by ...governing authorities of ... municipalities...; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-9(b), use of procurement cards shall be in strict compliance with the regulations promulgated by OPTFM and any amounts due on the cards shall incur interest charges as set forth in Miss. Code Ann. § 31-7-305 and shall not be considered debt; and

WHEREAS, it is in the best interest of the City of Jackson to apply for a procurement card through the OPTFM Purchasing Card Program for the specific purpose of emergency procurement to ensure quick delivery of equipment and services needed for continued operations at the water treatment plants.

IT IS, THEREFORE, ORDERED that the City of Jackson is authorized to enter into an agreement with the State of Mississippi and UMB Bank by the terms and conditions outlined in the Purchasing Card Program Agreement and that the Mayor is authorized to execute any documents necessary to apply and accept the agreement.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CONTINUED USE OF MARY C. JONES SCHOOL BUILDING FOR THE BENEFIT OF THE PUBLIC.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, Mary C. Jones school building school building located at 2050 Rev. Dr. Martin Luther King, Jr. Drive, was recently vacated by the Head Start program and is now unoccupied; and

WHEREAS, the empty building is a magnet for crime and a waste of a valuable resource for occupancy by social services and government offices that could provide beneficial programs for the community; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Mary C. Jones school building be occupied and again becomes a place of hope to supply the needs of the community.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby supports the continued use of the Mary c. Jones school building for the benefit of the public.

Council Member Hartley moved adoption; **Council Member Stokes** seconded.

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

* * * * *

Note: Council Member Grizzell left the meeting.

* * * * *

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE ALLEGATIONS OF MISSING CITY FUNDS.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the former employee, Keyshia Sanders, was allegedly terminated because of allegations involving at least a million dollars of City funds reportedly being missing; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the allegations of missing City funds be investigated and that all City funds be properly accounted for.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby authorizes the investigation of the circumstances surrounding the termination of Keyshia Sanders and the allegations of missing City funds.

Council Member Stokes moved adoption; **Vice President Lee** seconded.

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

* * * * *

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the Thanksgiving holiday is observed on the fourth Thursday of November every year, and this year the holiday is Thursday, November 24, 2022; and

WHEREAS, it in the spirit of family and gratitude for the blessings that we still have, in spite of the many challenges that we are facing in the City of Jackson, that the Jackson City Council pauses to acknowledge such an important occasion in the life of the citizens of the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby wishes everyone a safe and happy Thanksgiving Holiday.

Council Member Stokes moved adoption; **Council Member Hartley** seconded.

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

* * * * *

Note Council Member Lindsay left the meeting.

* * * * *

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE JACKSON MUNICIPAL AIRPORT AUTHORITY.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the Jackson Municipal Airport Authority is a creation of state law to run and operate the Jackson Medgar Evers International Airport and the Hawkins Field Airport in the City of Jackson; and

WHEREAS, recent incidents regarding the airport’s operations have been of concern; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the operations of the Jackson airports be investigated to ensure that all operations are in compliance with state law.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby authorizes the investigation of the Jackson Municipal Airport Authority.

Council Member Stokes moved adoption; **Council Member Hartley** seconded.

President Foote recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

* * * * *

Note Council Member Lindsay returned to the meeting and **Council Member Banks** left the meeting.

* * * * *

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to

Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022 and October 25, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE, HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Vice President Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Foote, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – Banks and Grizzell.

Note: Council Member Banks returned to the meeting.

There came on for Discussion, Agenda Item No. 35:

DISCUSSION: FREEDOM CORNER: President Foote recognized **Council Member Stokes**, who expressed concerns about sewer issues near Freedom Corner. **President Foote** then recognized **Robert Lee, City Engineer**, who gave a brief overview of this item.

There came on for Discussion, Agenda Item No. 36:

DISCUSSION: JRA: President Foote recognized **Council Member Stokes**, who expressed concerns about the effectiveness of JRA.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Foote stated that all City Council members had received the monthly financial report for review.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on December 6, 2022. At 1:00 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#9

ORDER APPROVING CLAIMS APPEARING AT PAGES 120 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET # 22-001', IN AMOUNT OF \$9,738,664.76. FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

OFFICE OF THE CITY ATTORNEY
12/2/22
J.M.

Fund	Fund Description	Amount
0001	GENERAL FUND	\$1,728,158.01
0004	TECHNOLOGY FUND	\$15,256.00
0005	PARKS & RECR. FUND	\$121,522.85
0009	LANDFILL/SANITATION FUND	\$1,760,807.41
0010	FIRE PROTECTION	\$11,274.59
0018	STATE TORT CLAIMS FUND	\$488.00
0030	WATER/SEWER REVENUE FUND	\$10,371.05
0031	WATER/SEWER OP & MAINT FUND	\$611,794.57
0032	WATER/SEWER CAPITAL IMPR FUND	\$2,703,680.06
0057	EMPLOYEES GROUP INSURANCE FUND	\$60,598.08
0076	KELLOGG FOUNDATION PROJECT	\$23,918.34
0078	NARCOTICS EVIDENCE ESCROW	\$206.40
0085	HOUSING COMM DEV ACT (CDBG) FD	\$42,920.17
0122	H O P W A GRANT - DEPT. OF HUD	\$522.05
0157	INFRASTRUCTURE BOND 2020 \$32M	\$371,239.49
0173	1% INFRASTRUCTURE TAX	\$132,304.08
0187	TRANSPORTATION FUND	\$1,273,160.63
	RESURFACING -REPAIR & REPL. FD	\$19,542.84
0263	2018 TIF BOND \$4.6M - EASTOVER	\$66,565.40
0300	P E G ACCESS- PROGRAMMING FUND	\$2,647.13
0376	SIEMENS SETTLEMENT ACCOUNT	\$504,621.01
0390	ZOOLOGICAL PARK	\$12,815.94
0391	AMERICAN RESCUE PLAN ACT 2021	\$45,000.00
0399	LIBRARY FUND	\$162,250.66
0404	DFA-SB2971-PETE BROWN GOLF	\$57,000.00
		<u>\$9,738,664.76</u>

APPROVED FOR AGENDA	INITIALS	DATE
DEPARTMENT DIRECTOR	SI	12/2/22
LEGAL	J.M.	12/2/22
CAO	J.P.W./S.P.	12/2/22
CFO	J.M./M	12/2/22
MAYOR'S OFFICE	JAL	12/2/22
ITEM # _____		
AGENDA DATE 12/06/22		
BY: THAMES, LUMUMBA		

OFFICE OF THE CITY ATTORNEY
 12/2/22
 J.M.
 AND MAKING

AGENDA DATE: December 06, 2022

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28155 TO APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28155 to inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$96,321.88 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

Fund	Fund Description	Amount
0079	PAYROLL FUND	\$ 96,321.88
		<u>\$ 96,321.88</u>

APPROVED FOR AGENDA
 DEPARTMENT DIRECTOR
 LEGAL
 CAO
 CFO
 MAYOR'S OFFICE
 ITEM # _____
 AGENDA DATE 12/06/22
 BY: THAMES, LUMUMBA

INITIALS	DATE
ST	12/2/22
J.M.	12/2/22
CAO	12/2/22
CFO	12/2/22
CAL	12/2/22

OFFICE OF THE CITY ATTORNEY
11/14/22
[Signature]

ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF TWO HUNDRED DOLLARS (200.00) TO THE CITY OF JACKSON.

WHEREAS, a municipality may accept funds donated to the municipality for a specific purpose, provided that such funds are placed in the municipal treasury and are only used for a proper municipal purpose; and

WHEREAS, the governing authorities may only accept donations of funds for purposes which are a function of city government and are authorized by statute; and

WHEREAS, on November 4, 2022, the Department of Administration received a letter from Merrill Lynch indicating that its client, Dr. Wallace B. Bigbee, has requested that a distribution in the amount of \$200.00 be made payable from his individual retirement account to the City of Jackson; and

WHEREAS, the Department of Administration recommends that the donated funds be used to assist with daily operations; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, its property, and finances are vested with municipal governing authorities; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the governing authorities of a municipality may adopt orders, resolutions, or ordinances governing its municipal affairs, property, and finances, which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or other statute or law of the State of Mississippi; and

IT IS, THEREFORE, ORDERED that governing authorities are authorized to accept a donation from Dr. Wallace B. Bigbee in the amount of Two Hundred Dollars (\$200.00), and said funds should be placed in the municipal treasury to assist with daily operations of the City of Jackson.

Agenda Item No. 9
December 6, 2022
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

P O I N T S		C O M M E N T S								
1	Brief Description/Purpose	To Accept donated funds received by the City of Jackson								
2	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government								
3	Who will be affected	City of Jackson Residents								
4	Benefits	Additional Revenue								
5	Schedule (beginning date)	Upon Council Approval								
6	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide								
7	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Administration								
8	COST	None(Donation)								
9	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>									
10	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>


Department of Administration



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Interim Director 
Department of Administration

DATE: November 8, 2022

RE: **Accepting Donation of Funds**

The Department of Administration Treasury Division received a check donation from Dr. Wallace B. Bigbee retirement account, made payable to the City of Jackson, MS, in the amount of \$200.00. Merrill Lynch Wealth Management issued check number 06015-05920, on behalf of, Dr. Bigbee. The Department of Administration is presenting this order for funds to be accepted.

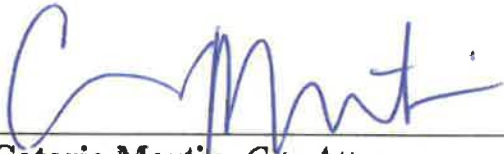
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/14/22
AUM.

This **ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) TO THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *AUM.*

11/14/22
Date

Chris Thompson
Wealth Management Client Associate
Merrill Lynch- The STEM Group
201 Franklin Rd, Ste. 250 Brentwood, TN 37027
615-750-1091

November 4, 2022

City of Jackson, MS
Jackson City Hall
219 S. President Street
Jackson, MS 39201

To whom it may concern:

Our client, Dr. Wallace B. Bigbee, has requested that a distribution be made payable from his individual retirement account to your organization. It is his intention that this distribution be a charitable gift made pursuant to Section 408(d)(8)⁺ of the Internal Revenue Code of 1986 (as amended). On his behalf, we are pleased to enclose check # 06015-05920 in the amount of \$ 200.00 as a donation.

After receiving this charitable gift, kindly send a gift acknowledgement to Dr. Bigbee at the address listed below. Thank you.

Dr. Wallace B. Bigbee
102 Oak Hill Dr.
McMinnville, TN 37110

Sincerely,



Chris Thompson
Wealth Management Client Associate

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Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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MERRILL
A BANK OF AMERICA COMPANY

64-1278/611

PAY TWO HUNDRED AND 00/100 DOLLARS

Office
Disbursement Account
P O Box 43247
Jacksonville, FL 32231-3247

Merrill Lynch,
Pierce, Fenner & Smith Inc.

Check Number 06015-05920

To The Order Of

CITY OF JACKSON, MS
JACKSON CITY HALL
219 S. PRESIDENT ST.
JACKSON MS 39201

Date	Amount
11/04/2022	PAY \$200.00

MEMO:

Bank of America
Charlotte, NC



Security Features include:  Details on back.

10

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CECIL WILLIAMS TO THE JACKSON HOUSING AUTHORITY BOARD.

WHEREAS, the Jackson Housing Authority Board consists of five (5) members, five (5) appointed by the Mayor for a term of five (5) years; and

WHEREAS, Cecil William's term expired December 5, 2022; and

WHEREAS, Cecil Williams, resident of Ward 6, after evaluation of his qualifications, has been reappointed by the Mayor.

IT IS THEREFORE ORDERED that the Mayor's reappointment of Cecil Williams to the Jackson Housing Authority Board be confirmed with said term to expire December 5, 2027.

Agenda Item No. 10
December 6, 2022
(Lumumba)

CECIL L. WILLIAMS, JR.

OBJECTIVE

To obtain a position as a State Director to assist the Agency with providing exceptional customer service and a professional working environment.

EXPERIENCE

**USDA, Rural Development, Jackson, Ms.
April 10, 1989 – Present**

Agricultural Management Specialist

April 1989 – March 1993 Assistant County Supervisor

- Assisted with originating and servicing single family housing loans and farmer program loans. 40 hrs. Per week, GS-5-9
- Lamar Madison, Supervisor (deceased)

April 1993 – April 1997 County Supervisor

- Responsible for operating a successful loan and grant program to assist low and very-low income residents in the rural area of Hinds County, Mississippi. 40 hrs. Per week, GS-11
- John Teel, Supervisor (retired) and William Brock (retired)

Rural Business & Coop Specialist

April 1997 – August 2004

- Responsible for originating and servicing Commercial Loans and Grants to businesses in rural Mississippi. 40 hrs. Per week, GS-12
- Hershel Johnson, Supervisor (retired)

Rural Housing Specialist

August 2004 – May 2006 Rural Housing Specialist

- Responsible for handling the preparation of Foreclosures for one-half of the State of Mississippi. 40 hrs. Per week, GS-12
- William Lott, Supervisor (retired)

Acting Civil Rights Manager
November 2010 to January 2013

- Responsible for ensuring compliance with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and the ECOA of 1974 as they relate to Rural Development.
40 hrs. Per week, GS-12
- Trina George, Supervisor
Trina.George@ms.usda.gov Ph. 601-965-4318

Multi-Family Housing Specialist
May 2006 to December 2016

- Responsible for processing and servicing Multi-Family Housing loans and grants.
40 hrs. Per week, GS-12
Darnella Smith-Murray, Supervisor
Darnella.Smith-Murray@ms.usda.gov
Ph. 601-965-4326

Multi-Family Program Director
January 2017 to Present.

- Responsible for administering a loan and grant program in the State of Mississippi with approximately 480 properties and over \$1 Billion loan funds in the portfolio. I am responsible for supervising approximately 15 employees.

EDUCATION

- 1980 – 1984 Baker High School, Baton Rouge, Louisiana
- High School Diploma
- 1984 – 1988 Southern University A&M College, Baton Rouge, Louisiana
- Bachelor of Science in Agriculture (Plant and Soil Science)

ORGANIZATIONS

- Past President of MS Families as Allies
- Past President, Southern University Alumni Chapter, Jackson, MS.
- Leadership Jackson Graduate, 2001
- Jackson Police Citizens Academy, 2012
- Jackson Housing Authority Board Chairman, 2013 to present
- FBI Citizens Academy Graduate 2013

REFERENCES

Available upon request

1246 SCOTS GLEN, JACKSON, MISSISSIPPI 39204 PHONE (601) 405-5525

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) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF CECIL WILLIAMS TO THE JACKSON HOUSING AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/30/22
Date

1 1

OFFICE OF THE CITY ATTORNEY
Fisher Brown Bottrell

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees;

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Personnel Management initially received quotes from two carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2023 Plan Year; and

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Berkshire Hathaway, submitted a proposal to renew with two (2) options based on single enrollment of 966 and family enrollment of 564 as follows:

Option 1: Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$25.40
Family Premium \$63.50
Annual Premium \$724,205

Agenda Item No. 11
December 6, 2022
(Martin, Lumumba)

OFFICE OF THE CITY ATTORNEY
Dana Moore

Option 2: Contract Basis 12/15
Individual Specific Deductible \$350,000
Specific Maximum per Contract Period Unlimited
Single Premium \$24.39
Family Premium \$80.05
Annual Premium \$824,507

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Berkley, submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$24.39
Family Premium \$80.05
Annual Premium \$824,507

WHEREAS, FISHER BROWN BOTTRELL, on behalf of UnityRe, submitted a preliminary quote with one (1)option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$31.31
Family Premium \$71.98
Annual Premium \$850,106

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Nationwide (AccuRisk) submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$31.11
Family Premium \$79.36
Annual Premium \$897,736

WHEREAS, the proposals were received through a Request for Quotes; and

OFFICE OF THE CITY ATTORNEY
Martin Lumumba

WHEREAS, Fisher Brown Bottrell Insurance, Inc., is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Berkshire Hathaway; and

WHEREAS, the Department of Human Resources recommends that Option 1 of the renewal proposal submitted on behalf of *Berkshire Hathaway* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of Option 1 of the renewal proposals submitted by *Fisher Brown Bottrell* on behalf of *Berkshire Hathaway*;

IT IS, THEREFORE, ORDERED that Option 1 of the proposal submitted by Fisher Brown Bottrell on behalf of *Berkshire Hathaway* with the proposal of Fisher Brown Bottrell Insurance, "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self funded health insurance plan for the period January 1, 2023- December 31, 2023 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$25.40 for single coverage participants and \$63.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2023 plan year shall not exceed \$724,205.00.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

057-558.70-6495

Item: _____
Agenda Date: _____
By: Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 6, 2022
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																														
3.	Who will be affected	All City employees enrolled in the health plan																														
4.	Benefits																															
5.	Schedule (beginning date)	Upon approval by the council																														
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																														
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources																														
8.	COST																															
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>20</td> <td>%</td> <td>WAIVER</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>10</td> <td>%</td> <td>WAIVER</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td></td> <td>%</td> <td>WAIVER</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td></td> <td>%</td> <td>WAIVER</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td></td> <td>%</td> <td>WAIVER</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	20	%	WAIVER	no	N/A	AABE	10	%	WAIVER	no	N/A	WBE		%	WAIVER	no	N/A	HBE		%	WAIVER	no	N/A	NABE		%	WAIVER	no	N/A
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HBE		%	WAIVER	no	N/A																											
NABE		%	WAIVER	no	N/A																											

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Human Resources
DATE: December 6, 2022

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

The Department of Human Resources is recommending that the City accept the proposal of Berkshire Hathaway submitted by Fisher Brown Bottrell.

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

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE SPECIFIC EXCESS RISK INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE has been reviewed by me and is legally sufficient for adoption by the governing authorities.

[Handwritten Signature]

Catoria P. Martin, City Attorney

[Handwritten Signature]

Carrie Johnson, Deputy City Attorney

11/30/22

Date

11/28/2022

Date

#12

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

ORDER RATIFYING A CONTRACT WITH KOLOGIK, LLC FOR THE KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE

WHEREAS, Tyler Technologies provides New World Public Safety Software to the Jackson Police Department for the use of Computer Aided Dispatch, Records Management, and Mobile Field Reporting; and

WHEREAS, due to the severity of the failures with New World Public Safety software, the Jackson Police Department must procure a new public safety software to replace the current provider before the current provider discontinues support and maintenance services. This will severely affect the software's functionality, which will affect public safety operations within the City of Jackson; and

WHEREAS, due to the immediate threat to the public safety of the citizens and visitors of the City of Jackson, Mississippi, and the sustainability and functionality of the Jackson Police Department, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Kologik, LLC for an amount not to exceed \$783,000, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Kologik, LLC for the Kologik SaaS Solution for an amount not to exceed \$783,000, for its Computer Aided Dispatch, Records Management System, and Jail Management System Public Safety Software Suite is ratified.

Agenda Item No. 12
December 6, 2022
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 22, 2022

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention 7. Quality of Life
3.	Who will be affected	Residents of The City of Jackson
4.	Benefits	Replacement of Public Safety Software
5.	Schedule (beginning date)	Ratification upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits, if applicable	City Wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Police Department
8.	COST	\$783,000
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 003.908.25.6848
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Antar Lumumba, Mayor, City of Jackson

From: James E. Davis, Chief of Police, Jackson Police Department

Date: Tuesday, November 15, 2022

Re: Agenda Item for City Council Meeting

Attached you will find an agenda item ratifying a contract with Kologik SaaS Solutions for their Computer Aided Dispatch, Records Management System, and Jail Management System software suite.

This software solution will replace the current public safety software New World Public Safety that Tyler Technologies provides. As you are aware, the police department has had issues with New World Public Safety since its go-live date of December 8, 2020. The software has yet to function as promised by the provider. The Department has been forced to use several workaround methods to provide public safety functions.

Tyler Technologies has advised that they will cease maintenance and support services on November 20, 2022. This will severely impact the functionality of the software. This will impact The Police Department negatively in several areas of operations, from being able to dispatch public safety personnel to calls and officers completing offense reports. These are just a few issues of not having functional public safety software.

Kologik SaaS Solutions is ready to provide a public safety software solution in an amount not to exceed \$783,000.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/15/22 J.C.M.

This **ORDER RATIFYING A CONTRACT WITH KOLOGIK, LLC FOR THE KOLOGIK SAAS SOLUTION FOR COMPUTER-AIDED DISPATCH, RECORD MANAGEMENT SYSTEM, AND JAIL MANAGEMENT SYSTEM PUBLIC SAFETY SOFTWARE SUITE** is legally sufficient for placement in NOVUS Agenda.



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

11/16/22
Date

**KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, a limited liability company organized under the laws of the State of Mississippi ("Kologik") and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: City of Jackson, Mississippi Jackson Police Department ("Customer")
225 North Third Street
Jackson, MS 39205

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers and Civilian Workers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth in Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software/Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software/Solution or any part thereof; or otherwise use the Software/Solution in any way that would constitute a violation of applicable laws, regulations, or the intellectual property, or internet access, domain, or other rights of third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard standard implementation, set-up and training fees are set forth in Schedule A. Customer shall be responsible to

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6 Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (~~Initials~~ ^{CPTM}) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days but no later than forty-five (45) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A if these expenses were incurred at the request of the Customer. Any travel expenses beyond the normal scope in Schedule A shall be preapproved by the Customer and are subject to approval by the governing authorities of the City of Jackson. Kologik will be responsible for any expenses incurred without the approval of the Customer. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or a portion thereof on the unpaid balance as set forth in Section 31-7-305 of the Mississippi Code Annotated of 1972, as amended.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. If Customer is unable to access the online payment portal at AR@kologik.com or if the price schedule or the terms and conditions of the agreement change, Customer shall notify Kologik immediately.

6.7 Approval by the Jackson City Council. It is understood that this Agreement requires approval by the governing authorities of the City of Jackson and if this Agreement is not approved by the governing authorities, this Agreement is void and no payment shall be made hereunder.

6.8 Termination. If the City of Jackson terminates or suspends any program or if the City of Jackson, through the failure of the governing authorities to provide funds or of the governing authorities 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 Kologik 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 date of termination shall be as specified in the notice of termination.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data, information, files, and other material and content entered into the Solution Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for a breach of the Customer Data or misuse of the Customer Data, including any data obtained or entered into the Solution by a third party, of the Customer unless it is determined that Kologik is responsible for any compromise or data breach to Customer Data. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data unless it is determined that Kologik is responsible for any compromise or data breach to

Solution, provided taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. **Limited Warranty; Customer Obligations.**

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(b).

(b) Customer's remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

8.2 Services Warranties

(a) Kologik warrants that any professional services for particular SOW will be performed in a manner consistent with generally accepted industry practices and will meet or exceed the terms of the Services to be provided within thirty (30) days of completion of the Services for a particular SOW in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's obligation under this service warranty shall be to re-perform the services at no cost to Customer. If Kologik fails to re-perform the services within the time period specified in this Section 8.2, then Kologik shall immediately terminate the particular statement of work without liability.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.

10. Indemnification

10.1 General Indemnification. Each parties liability is determined and controlled in accordance with Mississippi law. Nothing in this Agreement shall have the effect of changing or altering this liability or of elimination any defense available to the parties under Mississippi law.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. The term of this Agreement shall commence at the conclusion of the forty-five (45) day test period, and continue in full force and effect for the one (1) year after the date of the last signature. Unless otherwise terminated in accordance with Section 11.2 below, this Agreement will automatically terminate upon the expiration of the Initial Term set forth in Schedule A (Initial ~~CAL~~ CRM)

11.2 Termination. This Agreement may be terminated as follows.

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials ~~CAL~~) prior to the end of the Initial Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term. CRM

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 Data Release. Prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Kologik shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal laws. Each Party shall comply with a retention of information and records, whether oral or written, as described in the schedule to the execution of this Agreement, which has been marked as confidential, and which may reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information.

Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party shall not disclose to any third party any Confidential Information from the other, except as permitted to prevent one or more of the events in this Section. Nothing in this Section shall release either Party, with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given (i) upon personal delivery to the appropriate address, (ii) three (3) business days after the date of mailing if sent by certified or registered mail, or one (1) business day after the date of deposit with a carrier, if a courier service will bring next business day delivery confirmation of delivery, or (iii) upon receipt of a copy of an electronic communication from the sender, if any. All communications under this Agreement, including the information set forth below or to such other contact information(s) may be designated by a Party by giving written notice to the other Party pursuant to this provision.

City of Jackson
327 East Pascagoula Street
Baton Rouge, LA 70801
Attn: Paul San Soucie
Email: orders@kologik.com

To Customer: City of Jackson
Address: 327 East Pascagoula Street
City, State, Zip: Jackson, MS 39205
Main Contact Email: vgrizzell@city.jackson.ms.us

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further if applicable Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Mississippi, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place exclusively in the appropriate state or federal court in the State of Mississippi.

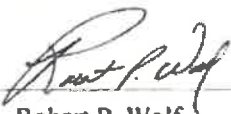
12.18 Paragraph Headings. The paragraph titles used herein are for the convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term subject to the approval by the Customer. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.


12.20 Order of Precedence; Governing Documents If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

BY: 
NAME: Robert P. Wolf
TITLE: CEO / President
DATE: 11/10/2022

CUSTOMER

BY:  *CPM*
NAME: Chokwe A. Lumumba
TITLE: Mayor
DATE: 11/14/22

Jackson PD 001

Additional Contact Information

Primary Contact Name: V. Grizzell
Primary Contact Job Title: Deputy Chief
Primary Email: vgrizzell@jacksonms.gov
Primary Contact Phone: (601)9601076

Department Head Name:
Department Head Job Title:
Department Head Email:

Billing Contact Name:
Billing Contact Email:
Billing Contact Phone:

Kologik Contracts Rep. Name: Matt Chism
Kologik Contracts Rep. Phone: (225) 372-0674
Kologik Contracts Rep. Email: mchism@kologik.com

**SCHEDULE A
PRODUCTS & PRICING SCHEDULE**

Jan 15, 2022

Customer Name and Address: City of Jackson, Mississippi Jackson Police Department
 327 E. Pascagoula Street
 Jackson, MS 39205
 Attn: Vincent Grizzle

Initial Term: Commencing on the term date as defined in 1.1.1 of the Agreement and continuing for one (1) year thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: Jackson PD_001

ORI Number:

Sworn Officers: 300

Data Migration/Integration From: N/A

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Fees (One-time)			
1	CAD ANI/ALI Initial (One-time)	\$7,000.00	\$7,000.00
1	Complete Set up of full system, training, support and PM	\$150,000.00	\$150,000.00
			\$157,000.00

Migration Fees (One-time)

1	CAD Data Migration (One-time) <i>Per workstation</i>	\$10,000.00	\$10,000.00
1	RMS Data Migration (One-time) <i>Per workstation</i>	\$10,000.00	\$10,000.00
1	JMS Data Migration (One-time)	\$10,000.00	\$10,000.00
			\$30,000.00

QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
300	Infoceptor Additional License (Recurring)	\$600.00	\$180,000.00
1	CAD Basic System (Recurring)	\$7,500.00	\$7,500.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$3,000.00
30	CAD Additional license (Recurring)	\$1,100.00	\$33,000.00
1	RMS Basic System (Recurring)	\$7,500.00	\$7,500.00

Jackson PD 001

295	RMS Licenses (Recurring)	\$1,100.00	\$324,500.00
1	JMS Basic System (Recurring)	\$7,500.00	\$7,500.00
30	JMS Additional license (Recurring)	\$1,100.00	\$33,000.00
			\$596,000.00

Item Description	Total Price
TOTAL FEES: One (1) Year Cost of Kologik SaaS Solution	
Set-Up & Training Fees One-time	\$187,000.00
SaaS Fees Recurring (Year 1)	\$596,000.00
YEAR 1 FEES:	\$783,000.00
Year 2 Fees - Optional	\$596,000.00
Year 3 Fees - Optional	\$596,000.00

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer \$157,000 at or near time of signing. The remaining \$626,000 for year 1 will be billed after the 45 day test period as follows: \$30,000 one-time migration fees will be invoiced at the completion of the 45 day trial. Remaining \$596,000 will be billed monthly at the rate of \$49,666.67 also starting at the completion of the 45 day trial. Customer has the right to cancel within the first 45 days for the cancellation fee of \$157,000. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-4100

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority / Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide the contact information (primary and backup) and their phone number before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

Kologik does not warrant its system availability commitment of 98% as set forth above. If a problem occurs, a request for service which requires a call be made no later than ninety (90) days of occurrence of such event, and a request for service based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month of Company, may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

REQUEST

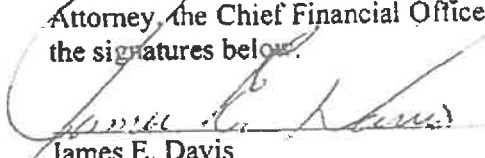
employees, i.e., New World Public Safety JPD and the Information Technology Department are currently communicating with TylerTech's representatives about performance issues with the software and resolving outstanding invoices.

One issue JPD cites with the software is the inability to collect and report the City's crime statistics to the federal government. The Federal Bureau of Investigation mandated that all law enforcement agencies across the county make the transition to "NIBRS," the National Incident-Based Reporting System, on January 1, 2021. Unfortunately, JPD has yet to come into compliance with this federal mandate.

The impact and threat of losing access to New World Public Safety will prevent dispatchers, first responders in the field, sworn officers, command staff, and civilian employees from gathering and transmitting information, resulting in the best response possible to emergencies. The JPD proposes a one-year contract with Kologik, LLC, for a total cost of \$783,000.00.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to acquire public safety software, pursuant to Section 31-7-13 of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Commander Michael X. Outland, Sr., Kologik LLC's proposed contract and pricing schedule, and email correspondences from TylerTech threatening to terminate its services. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.


James E. Davis
Chief of Police, Jackson Police Department

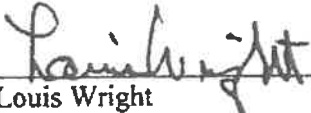

Date

John Martin
City Manager

Date

Fidelis Malembeka
Chief Financial Officer

Date



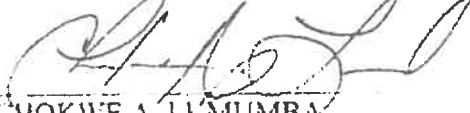
Louis Wright
Chief Administrative Officer

10/26/22
Date

III. DECLARATION OF EMERGENCY

I hereby determine that the immediate threat to the sustainability and functionality of the Jackson Police Department and the delay incident in obtaining competitive bids to obtain public safety software could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain public safety software, hardware, and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2022.



CHOKWE A. LUMUMBA
Mayor

10/26/22
Date

#13

ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022

OFFICE OF THE CITY ATTORNEY
10/25/2022

WHEREAS, the City of Jackson routinely receives and recovers lost, stolen, abandoned or misplaced motor vehicles which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as Amended; and

WHEREAS, it is required under said statute to sell lost, stolen, abandoned, or misplaced motor vehicles and equipment at a public auction; and

WHEREAS, when governing authorities approve the continuation of 2022 auctions a list of the motor vehicles and equipment available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS HEREBY ORDERED that motor vehicles and equipment be sold at a public auction to be held at 4225-C Michael Avalon Street on **DECEMBER 10, 2022** pursuant to compliance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS FURTHER ORDERED, that the Jackson Police Department designee be authorized to sign such documents as necessary to declare those vehicles and equipment which are sold at said auction to be abandoned.

Agenda Item No. 13
December 6, 2022
(Davis, Lumumba)

5 CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


August 01, 2022
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order Authorizing the Sale of Lost, Stolen, Abandon, Misplaced, and Deadline City Motor Vehicles and Equipment at a Public Auction on December 10, 2022.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Quality of Life.	
3.	Who will be affected	City of Jackson Citizens, City Staff and Law Enforcement Personnel.	
4.	Benefits	To Generate Revenue for the Jackson Police Department	
5.	Schedule (beginning date)	ASAP	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department	
8.	COST	N/A	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	



MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  B-01-22

Date: August 01, 2022

Subject: **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022**

It is my recommendation that the Mayor on behalf of the City of Jackson, Mississippi approve the Order Authorizing the Sale of Motor Vehicles and Equipment at a public auction on December 10, 2022. The Jackson Police Department is scheduled to have a city-wide auction for unclaimed vehicles and equipment that are eligible for sale according to the Mississippi State Statute Code of 1972, Section 21-39-21. The requested date for the Auction is December 10, 2022, and the auction will be held at 4225-C Michael Avalon Street.

If you have any questions, or need additional information, please feel free to contact me.

Office of the City Attorney

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

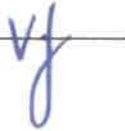
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON DECEMBER 10, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Victoria James, Deputy City Attorney



11/16/22
Date

**DECEMBER 10, 2022
AUCTION OF CITY OF JACKSON
IMPOUNDED VEHICLES**

To all interested parties, known or unknown,

Pursuant to the MS State Code of 1972, Section 21-39-21, the City of Jackson, Mississippi, will sell at Public Auction, the impounded, abandoned, lost, stolen, or misplaced motor vehicles and equipment listed on the attached schedule. Unclaimed motor vehicles and equipment may be sold after the expiration of ninety (90) days from their receipt or recovery by the City of Jackson. The auction will be held at the City's Garage/Impound Lot facility located at 4225-C Michael Avalon Street on Saturday, December 10, 2022 starting at 10:00 a.m.

A list and description of abandoned/unclaimed vehicles will be posted pursuant to statutory requirements in the following locations:

Hinds County Court House
Hinds Country Chancery Court Building
Jackson City Hall/City Clerk's Office

Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Hinds County Justice Court House Building

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: August 01, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the December 10, 2022 Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Jackson City Hall/City Clerk's Office

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: August 01, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **December 10, 2022** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Hinds County Chancery Court House Building

From: Vincent Grizzell, Deputy Chief
Jackson Police Department
Support Services Division

Date: August 01, 2022

Re: Notice of Auction Ad

Please post the attached Notice of Auction of Impounded Vehicles for the **December 10, 2022** Auction Ad required by the Mississippi State Statute, Code of 1972, Section 21-39-21.

Office of the City Attorney
Legal Department

THIS COVER SHEET TO REMAIN WITH DOCUMENT AT ALL TIMES

(DATE) 10.26.2022 BY: (NAME) Danita Jones (PRINT NAME)

FROM: (CITY DEPT. OR COMPANY NAME) JPD PHONE: (601)960.1950

FOR REVIEW AND/OR SIGNATURE BY: _____ (ATTORNEY'S NAME)

AGENDA ITEM YES NO

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

ORDER/RESOLUTION FOR CITY COUNCIL (RED FOLDERS):
Order Authorizing the Sale of Lost, Stolen, Abandoned, and Misplaced Motor Vehicles and Equipment at a Public Auction on December 10, 2022.

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

OTHER DESCRIPTION: _____



Attorney's Notes/Comments:

Legal Sufficiency

Picked Up/Recv'd By: Danita Jones

DATE 11-19-2022

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

Logged out: _____ Logged out to: _____
(Date)

FOR OFFICE USE ONLY

#14

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIKE-A-SHOT ENTERTAINMENT TO FILM AT THE MISSISSIPPI RIVER BASIN MODEL LOCATED IN THE BUDDY BUTTS PARK ON DECEMBER 14 AND DECEMBER 15 FOR A PROGRAM NAMED "HIDDEN AMERICAN" (WARD 4) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

WHEREAS, LIKE A SHOT ENTERTAINMENT, a company in England and Wales at the address 1-3 St. Peter's Street, London, N1 8JD contacted the City and requested permission to film at the Mississippi River Basin Model; and

WHEREAS, the Mississippi River Basin Model is public property located in Buddy Butts Park subject to the care, management, and control of the City of Jackson; and

WHEREAS, LIKE A SHOT ENTERTAINMENT intends to interview associates of the Friends of the Mississippi River Basin Model for a program called "Hidden American" that will premiere in the United Kingdom; and

WHEREAS, the filming will occur on Wednesday, December 14, 2022 and Thursday, December 15, 2022 between the hours of 7:00 a.m. and 5:00 p.m. each day; and

WHEREAS, the film crew will consist of two persons; and

WHEREAS, LIKE A SHOT ENTERTAINMENT has provided the City with proof of public liability insurance and products liability insurance with limits of 10,000,00.00 million pounds for the policy period October 3, 2022 through June 2023; and

WHEREAS, LIKE A SHOT ENTERTAINMENT shall pay nominal consideration of \$1.00 per day for filming at the Mississippi River Basin Model; and

WHEREAS, LIKE A SHOT ENTERTAINMENT will indemnify the City from and against all claims, demands, actions and proceedings, cost, damages, losses or expenses including legal cost and/ or expenses for any injuries and damages; and

WHEREAS, the City's agreement with LIKE A SHOT ENTERTAINMENT shall not be construed as forming a partnership or joint venture; and

WHEREAS, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

WHEREAS, the City's agreement with LIKE A SHOT ENTERTAINMENT shall be governed and interpreted by the laws of the State of Mississippi;

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with LIKE A SHOT ENTERTAINMENT and all documents necessary to effect the terms of the Agreement, for the filming of a program named "Hidden America" at the Mississippi River Basin Model located in the city-owned Buddy Butts Park for two (2) days on December 14th and 15th, 2022; and

Agenda Item No. 4
December 6, 2022
(Harris, Lumumba)

IT IS, FURTHER ORDERED, that a copy of the Agreement upon execution shall be filed with the City Clerk.

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

APPROVED FOR AGENDA:

ITEM NO:	
DATE:	

BY: (HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 29, 2022

	P O I N T S	C O M M E N T S																																																		
1.	Brief Description	This Order authorizes the Mayor to execute an agreement between the City of Jackson and Like A Shot Entertainment to film at the Mississippi River Basin Model located in the Buddy Butts Park on December 14 th and 15 th , 2022 for a program named "Hidden America"																																																		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																		
3.	Who will be affected	Like A Shot Entertainment, City of Jackson, viewers of film, and participants in film																																																		
4.	Benefits	Mississippi River Basin Model will be viewed in the United Kingdom																																																		
5.	Schedule (beginning date)	Upon Council Approval																																																		
6.	Location: ▪ WARD ▪ CITYWIDE (<u>yes</u> or no) (area) ▪ Project limits if applicable	Ward 4																																																		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																		
8.	COST	No cost to City. Like A Shot will pay nominal consideration of \$1.00 for each day of filming																																																		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																																		
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
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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) 960-1751

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIKE A SHOT ENTERTAINMENT TO FILM AT THE MISSISSIPPI RIVER BASIN MODEL LOCATED IN BUDDY BUTTS PARK ON DECEMBER 14 AND DECEMBER 15** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.

[Handwritten signature]

Catoria Martin, City Attorney

[Handwritten date]

Date

[Handwritten signature]

Carrie Johnson
Deputy City Attorney

[Handwritten date]

Date

#15

ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS, INC., FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX NEAR 105 EAST PASCAGOULA STREET ON DECEMBER 31, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00). (WARD 7) (HARRIS, LUMUMBA)

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 New Year's Eve; and

WHEREAS, the fireworks display will take place Saturday, December 31, 2022 next to the Jackson Convention Complex located near 105 Pascagoula Street; and

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

WHEREAS, in furtherance of the show, ARTISAN PYROTECHNICS, INC., will provide the City with proof of General Liability Insurance and Automobile Liability for \$5,000,00.00 (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; and

WHEREAS, a deposit of fifty percent (50%) of the \$9,000.00 cost must be paid by December 11, 2022 with final payment becoming due on December 31, 2022; and

WHEREAS, the initial deposit includes a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refund; and

WHEREAS, a finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less will be charged on the unpaid balance after 10 days from the date of the display; and

WHEREAS, the City authorizes ARTISAN to receive and verify financial information concerning the City from any person or entity; and

Agenda Item No. 15
December 6, 2022
(Harris, Lumumba)

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City assumes the risk of weather or other causes beyond ARTISAN's control which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which the City has purchased the production; and

WHEREAS, Artisan has the sole discretion to determine whether the production may be safely discharged on the scheduled date and at the scheduled time; and

WHEREAS, if for reasons beyond ARTISAN's control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production or the event is cancelled, an attempt to negotiate a new production date will occur, which shall be within 60 days of the original production date; and

WHEREAS, the City agrees to pay ARTISAN for any actual expenses made necessary by the postponement; and

WHEREAS, actual expenses include, but are not limited to expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation; and

WHEREAS, if the parties are unable to agree on a new production date, ARTISAN shall be entitled to damages from the City as if the City had cancelled the production on the date set for the production; and

WHEREAS, the City has the option to unilaterally cancel the production at any time; and

WHEREAS, if the City exercises the option to unilaterally cancel, the City shall pay ARTISAN the following percentages of the agreed contract price: (1) twenty five percent (25%) if cancellation occurs three (3) or more days before the date scheduled for the production; (2) fifty percent (50%) if cancellation occurs between two (2) days prior to and the actual date set for the production; (3) seventy five percent (75%) if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins; (4) one hundred percent (100%) thereafter; and

WHEREAS, if cancellation occurs prior to the date set for the production, the City agrees to pay to Artisan in addition to the aforementioned percentages, the value associated with any specific custom work performed by Artisan or its agents including but not limited to music/narration tape production, sponsor logs, and the costs of all special equipment purchased specifically for use in the production, including but not limited to all applicable taxes and shipping charges; and

WHEREAS, Artisan reserves ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed; and

WHEREAS, reproduction of sound, video, or other duplication or recording process without the express written permission of ARTISAN is prohibited; and

WHEREAS, the City's agreement with ARTISAN shall not be construed as forming a partnership or joint venture; and

WHEREAS, the City shall not be responsible for any agreement or obligation not expressly stated in this order; and

WHEREAS, the City's agreement with ARTISAN shall be governed and interpreted by the laws of the State of Mississippi;

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 Saturday, December 31, 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;

IT IS THEREFORE ORDERED that a deposit not exceeding fifty percent (50%) of the total cost of \$9,000.00 may be tendered to ARTISAN in advance of the production for the purpose of securing the date for the production;

IT IS THEREFORE ORDERED that the total cost paid to ARTISAN for the production shall not exceed \$9,000.00.

IT IS, FURTHER ORDERED, that a copy of the Agreement upon execution shall be filed with the City Clerk.

APPROVED FOR AGENDA:

ITEM NO:	
DATE:	

BY: (HARRIS, LUMUMBA)

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this 11th day of November 2022 by and between ARTISAN PYROTECHNICS, INC., Mississippi Corporation, hereinafter referred to as "ARTISAN," and City of Jackson/ Chokwe Antar Lummba, Mayor, hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on Saturday, December 31, 2022 next to the Jackson Convention Center located at 105 East Pascagoula St., Jackson, MS 39201.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of NINE THOUSAND Dollars (\$9,0000). A deposit of 50% due by December 11, 2022. Final payment is due by December 31, 2022. The initial deposit will include a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS (\$1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of

ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred in Paragraph 3 of this Agreement.

9) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

10) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

11) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and First class, addressed as follows:

ARTISAN - Artisan Pyrotechnics, Inc., P.O. Drawer 250, Wiggins, MS 39577.

PURCHASER - City of Jackson/ Chokwe Antar Lummba, Mayor; 219 S. President St., Jackson, MS 39205.

12) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

13) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 11th day of November 2022.

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title Mayor
CITY OF JACKSON, MS

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

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARTISAN PYROTECHNICS FOR A FIREWORKS DISPLAY NEXT TO THE JACKSON CONVENTION COMPLEX ON DECEMBER 31, 2022 AT A COST OF NINE THOUSAND DOLLARS (\$9,000.00)** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.

[Handwritten signature of Catoria Martin]

Catoria Martin, City Attorney

[Handwritten date: 11/30/22]

Date

[Handwritten signature of Carrie Johnson]

Carrie Johnson
Deputy City Attorney

[Handwritten date: 11/29/2022]

Date

#16

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$5,774.38 IN MEMBERSHIP FEES TO SPECIES 360 FOR ACCESS TO THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIMS)

OFFICE OF THE CITY ATTORNEY
Harris Lumumba

WHEREAS, the City of Jackson operates a zoological park and has a collection of animals of various species; and

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs and its property and finances are vested with the governing authorities of every municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code further provides that the governing authorities of municipalities have the power to adopt any order with respect to municipal affairs, property, and finances 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 operation of a zoological park is 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, having access to the Species 360 Zoological Information Management System (ZIMS) will assist personnel at the Jackson Zoo in the management and care of the animal collection; and

WHEREAS, access to the Zoological Information Management System (ZIMS) is provided to those who are members of Species 360; and

WHEREAS, membership in Species 360 will also afford zoo personnel an opportunity to collaborate with other members on the management, care, and conservation of animals and serves the best interests of the City and its zoological park;

WHEREAS, membership in Species 360 for the period January 2023 through December 2023 costs \$5,774.38 according to Invoice # 282 received from Species 360; and

WHEREAS, becoming a member of Species 360 and paying the membership fee stated is Authorized by Section 21-17-5 of the Mississippi Code and is a lawful expenditure;

IT IS HEREBY ORDERED that the sum of \$5,774.38 may be paid to Species 360 for membership and access to the Zoological Information Management System for the period January 2023 through December 2023.

Agenda Item No. 16
December 6, 2022
(Harris, Lumumba)

IT IS HEREBY ORDERED that the Mayor shall be authorized to perform those acts necessary to consummate the City's membership in Species 360 that does not require expenditure of sums exceeding \$5,774.38.

OFFICE
[Signature]
THE CITY ATTORNEY

HARRIS, WETZEL, LUMUMBA

Item No.:	
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



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr. Director
Department of Parks & Recreation
Date: November 01, 2022
Re: Jackson Zoo – Species 360

This is an Order authorizing payment to Species 360 to renew the annual membership with the Jackson Zoo, January 2023 through December 2023 to access the Zoological Information Management System (ZIMS).

The membership renewal fee covers the period of January 2023 thru December 2023, in the amount of \$5,774.38.

The Department of Parks and Recreation and the Jackson Zoo recommends this agenda item is approved.

Thank you.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 01, 2022

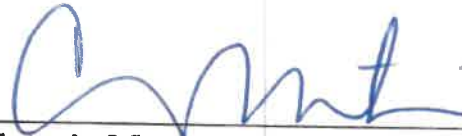
POINTS		COMMENTS
1.	Brief Description	Order authorizing payment to Species 360 to renew the annual membership with the Jackson Zoo, January 2023 through December 2023 to access the Zoological Information Management System (ZIMS).
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Quality of Life
3.	Who will be affected	Jackson Zoo staff and students attending educational workshops.
4.	Benefits	Facilitates international collaboration in the collection and sharing of knowledge on animals.
5.	Schedule (beginning date)	January 2023 through December 2023
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks & Recreation.
8.	COST	Membership Renewal Fee (January 2023 thru December 2023) - \$5,774.38
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account: 390-498.00-6419
10.	EBO participation	ABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> AABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> WBE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> HBE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> NABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u>

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-3756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$5,774.38 IN MEMBERSHIP FEES TO SPECIES 360 FOR ACCESS TO THE ZOOLOGICAL INFORMATION MANAGEMENT SYSTEM (ZIM)** is legally sufficient for placement in NOVUS Agenda.

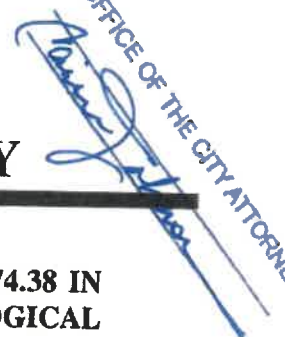


Catoria Martin, *City Attorney*

Carrie Johnson, *Deputy City Attorney* 

11/16/22

Date

OFFICE OF THE CITY ATTORNEY


#17

ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CARS WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION. (BID NO. 98141- 101822) (WARD 3) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
Harris Lumumba

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

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

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

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

WHEREAS, the bids were opened on October 18, 2022 because the clerk was not aware that the Department of Parks and Recreation had issued an addendum concerning maintenance and servicing of the equipment; and

WHEREAS, Section 31-7-13(c)ii) of the Mississippi Code states that no addendum to bid specifications can be issued within two (2) working days of the time established for the receipt of the bids unless such addendum also amends the bid opening to a date not less than five working days after the date of the addendum; and

WHEREAS, the bids received and opened on October 18, 2022 were from Yamaha Golf Car Company, Ladd's Golf and Turf LLC, and Ben Nelson Golf and Outdoor; and

WHEREAS, all vendors who responded to the initial solicitation were asked to submit best and final offers which included all specifications, including maintenance and servicing; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFICE OF THE CLERK
CITY OF JACKSON
MISSISSIPPI

APPROVED FOR AGENDA:

ITEM #: _____

DATE: _____

BY: **(HARRIS, LUMUMBA)**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/14/2022

	P O I N T S	C O M M E N T S																																													
1.	Brief Description	Order accepts the best and final bid of Yamaha Golf Car for the lease of 65 golf carts and 2 utility carts																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7. Quality of Life																																													
3.	Who will be affected	All Municipal Golf Guests & Patrons																																													
4.	Benefits	Provides a quality golf experience while encouraging increased attendance.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	\$5,536.05 per month for the lease of 65 golf carts upon delivery for 60 months \$301.00 per month for the lease of 2 utility carts upon delivery for 60 months																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund Account 5504306514																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: center;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 5%; text-align: center;">X</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td style="text-align: center;">X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																							



Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



Memo

To: Mayor Chokwe Antar Lumumba

From: Ison B. Harris, Jr.,
Director, Parks & Recreation Department ^{IBH,jr}

Date: November 10, 2022

Re: Bid Acceptance:
Yamaha Golf-Car Company with Vantage Tag Systems
Bid No.: 98114-101822

The Department of Parks and Recreation has reviewed the bid tabulation for sixty-five (65) new fuel injected golf carts and two (2) new fuel injected utility carts with gps cart control systems.

The Department of Parks and Recreation recommends the acceptance of the bid received from Yamaha Golf-Car Company/ Vantage Tag Systems, as the lowest, best and final bid, meeting all the specifications and requirements of the Department of Parks and Recreation.

Thank you.

IBHjr/sa

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF YAMAHA GOLF CAR COMPANY FOR THE LEASE OF SIXTY FIVE NEW FUEL INJECTED GOLF CARTS AND TWO NEW FUEL INJECTED UTILITY CARS WITH GPS TRACKING FOR THE DEPARTMENT OF PARKS AND RECREATION (Bid No. 98141-101822)** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

Catoria P. Martin

Catoria P. Martin, City Attorney

Carrie Johnson
Carrie Johnson, Deputy City Attorney

11/16/22

Date

11/4/000

Date

#18

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, the City of Jackson, Mississippi ("City"), determined that it was in the City's best interest to seek a construction company for the bus stop improvement project of the City's public transit system; and

WHEREAS, on March 22, 2022, Minute Book 6U, pages 555-556, the governing authorities authorized the Mayor to execute an agreement with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

WHEREAS, due to delays in acquiring the fabricated products, GCW Pavement Services is requesting an extension to the contract from September 2, 2022 to March 31, 2023 for all work to be completed; and

WHEREAS, there is four hundred eleven thousand one hundred fifty dollars and seven cents (\$411,150.07) remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of GCW Pavement Services until the bus stop improvement project is completed; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time to January 31, 2023 needed to complete the bus improvement project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with GCW Pavement Services to extend the time needed to complete the bus stop improvement project from September 2, 2022 to March 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with GCW Pavement Services, LLC for construction of the bus stop improvement project at a cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01), with eighty percent (80%) of the cost or three hundred seventy-seven thousand six hundred forty-two dollars and forty-one cents (\$377,642.41) to be paid by the Federal Transit Administration and twenty percent (20%) or ninety four thousand four hundred ten dollars and sixty cents (\$94,410.60) from local match.

Agenda Item No. 18
December 6, 2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/06/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	September 3, 2022
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$472,053.01
9.	Source of Funding General Fund x Grant x Bond Other	Total Cost: \$472,053.01 (Federal: \$377,642.41/Local: \$94,410.60) <u>Grant</u> MS.90.X081-01/ALI 11.32.10, 11.31.10, 11.34.01 FUNDS HAVE ALREADY BEEN ENCUMBRANCED UNDER CONTRACT#2022480
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABE ___% WAIVER yes ___ no ___ N/A ___X___ WBE ___% WAIVER yes ___ no ___ N/A ___X___ HBE ___% WAIVER yes ___ no ___ N/A ___X___ NABE ___% WAIVER yes ___ no ___ N/A ___X___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Interim Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: October 17, 2022

RE: Agenda Item for December 6, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with GCW Pavement Services for bus stop improvement for the City's Public Transit System-JTRAN with a cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01). It is acknowledged that neither the Scope of Work nor the cost has been changed.

The City council order authorizing approval was on March 22, 2022 in the amount of four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01) and is attached for reference. It is respectfully requested that this contract amendment be authorized.


If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY
11/30/22

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

OFFICE OF THE CITY ATTORNEY
By 11/29/22

WHEREAS, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

WHEREAS, on August 4, 2020, Minute Book 6R, page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at a total cost not to exceed \$399,576.00; and

WHEREAS, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan; and

WHEREAS, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-two thousand seven hundred and eighty-two dollars (\$461,782.00); and

WHEREAS, Connetics Transportation Group experienced a delay in getting ~~completing~~ all procurements completed for signage, apps, GTFS data, and finalizing run cutting; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Connetics Transportation Group until the implementation of the new transit network; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to implement the new transit network for an additional twelve (12) months expiring on December 31, 2023.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Connetics Transportation Group the three hundred thirty-three thousand two hundred and thirty dollars and twenty-three cents (\$333,230.23) remaining from Extension#2 agreement to complete and implement the bus network plan for Jackson Public Transportation System.

Agenda Item No. 19
December 6, 2022
(Dotson Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/22/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	January 1, 2023
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$0.00 Funds are already encumbrance under Contract#2021004
9.	Source of Funding General Fund Grant Bond Other	Funds are already encumbrance under Contract#2021004
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABF ___% 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___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *cfw*
Office of Transportation

DATE: November 9, 2022

RE: Agenda Item for November 22, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute Supplemental Agreement #3 with Connetics Transportation Group to complete and implement the transit plan study and new bus plan for the City's Public Transit System-JTRAN expiring on December 31, 2022 at no additional cost.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney

455 East Capitol Street
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Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/30/22

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

11/30/22

Date

#20

OFFICE OF THE CITY ATTORNEY
2022
11/22/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.

WHEREAS, the surveillance, monitoring, and security equipment maintenance is reasonably required for efficient operation of the transit system under local and federal policies which provides quality and efficient service delivery as supported by the City; and

WHEREAS by order entered on February 13, 2018, found at Minute Book 6-M, pages 347-348, the governing authorities authorized the Mayor to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on April 27, 2021, Minute Book 6-U pages 356, the governing authorities authorized the Mayor to execute Extension#1 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on January 18, 2022, Minute Book 6-T page 61-62, the governing authorities authorized the Mayor to execute Extension#2 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, on July 5, 2022, the governing authorities authorized the Mayor to execute Extension#3 with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security maintenance for the City's public transportation system (JTRAN); and

WHEREAS, Safe and Sound Surveillance, Inc. provided said services from July 1, 2022 expiring on December 31, 2022 in accordance with the governing authorities' authorization; and

WHEREAS, the Department of Planning, through its Transit Division, has determined that extending the agreement with Safe and Sound Surveillance, Inc. to provide the services through December 31, 2023, will serve the best interest and welfare of the citizens of the City of Jackson and will allow the staff sufficient time to procure competitively pricing of similar services.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Safe and Sound Surveillance, Inc. to provide surveillance, monitoring, and security equipment maintenance for the City's transportation system for a period not to exceed twelve (12) months beginning January 1, 2023 and expiring on December 31, 2023 at a rate of one thousand three hundred and sixty dollars (\$1,360.00) monthly.

Agenda Item No. 20
December 6, 2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 11/22/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	January 1, 2023
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development/Office of Transportation
8.	COST	Monthly Billing \$1,360.00 monthly 12-month period \$16,320.00
9.	Source of Funding General Fund <input checked="" type="checkbox"/> x Grant <input type="checkbox"/> Bond Other	Acct#: 187.565.20.6461 \$1,360 monthly charges (\$1,360.00 x 12=16,320.00) Grants (80%): MS-2020.01.00 Monthly: \$1,088.00 General Fund (20%): Monthly: \$272.00
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> WBF ___% 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: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: November 9, 2022

RE: Agenda Item for November 22, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to execute the Agreement with Safe & Sound Surveillance, Inc. to provide surveillance monitoring and security equipment maintenance for the City's public transportation system (JTRAN) for twelve (12) months beginning January 1, 2023 and expiring on December 31, 2023 at a rate of one thousand three hundred and sixty dollars (\$1,360) monthly.

On July 5, 2022, 2022, the City council order authorized the Mayor to execute an extension with Safe & Sound Surveillance, Inc. to provide surveillance monitoring and security equipment maintenance for the City's public transportation system (JTRAN) from July 1, 2022 through December 31, 2022.

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SAFE AND SOUND SURVEILLANCE, INC. FOR SURVEILLANCE, MONITORING, AND SECURITY EQUIPMENT MAINTENANCE FOR JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) AND JTRAN CUSTOMER SERVICE AREA AT UNION STATION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

11/30/22
Date

OFFICE OF THE CITY ATTORNEY

11/30/22

#21

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE'S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to remove a shelter that was destroyed in an accident on September 13, 2022 and repair an overhead door on the service building because they both presented a safety issue; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from George's Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00); and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts 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.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from two (2) vendors be ratified and payment authorized for to George's Door Service Inc for one hundred and sixty-eight dollars (\$168.00) and Mississippi Yard Barber for five hundred and thirty-five (\$535.00) not to exceed a total cost of seven hundred and three dollars (\$703.00).

Agenda Item No. 21
December 6, 2022
(Dotson Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/6/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE'S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$703.00
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6419: \$703.00 Grant: MS.2020.001.00: \$562.40 General Fund: \$140.60
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> _HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: November 21, 2022

RE: Agenda Item for December 8, 2022 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

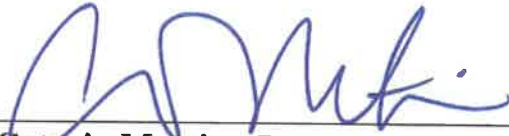
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
DM
11/30/22

This **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO GEORGE'S DOOR SERVICES INC. AND MISSISSIPPI YARD BARBER** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Kristie Metcalfe, *Deputy City Attorney* *DM*

11/30/22
Date

#22

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON'S "DOING BUSINESS WITH THE CITY" NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson, through its Department of Planning and Development, Minority Business Unit, proposed that the City of Jackson hosts a one-day networking event at the Jackson Convention Complex ("JCC") to provide space for the execution of sessions and workshops focusing on "How to Do Business with the City of Jackson" on Thursday, December 8, 2022, from 9 a.m. to 9 p.m.; and

WHEREAS, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

WHEREAS, the Department of Planning and Development, through its Minority Business Unit, recommends that the City of Jackson execute an event license agreement with OVG Facilities, LLC/Jackson Convention Complex, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, that will contain the following provisions:

This event license agreement, including any special provisions addendum attached hereto (this "Agreement") is entered into by and between OVG Facilities, LLC ("Licensor") and the City of Jackson-Doing Business with the City ("Licensee").

RECITALS

- A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").
- B. Capital City Convention Complex Commission is the owner ("Owner") of that certain convention center complex ("Complex") located in Jackson, Mississippi. Pursuant to that certain Management Agreement, dated October 1, 2020 (as may be amended from time to time, the "Management Agreement"), by and between Owner and Licensor, Licensor provides management services, including, without limitation, booking services, for the Complex on behalf of the Owner.

Agenda Item No. 22
December 6, 2022
(Dotson, Lumumba)

- C. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. Grant of License. Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

FINANCIAL MATTERS

2. Revenue Commitment.
 - a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.
 - b. Licensee acknowledges that the Minimum Total Revenue Commitment is a minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).
If Licensee does not make any deposits as set forth in the schedule above, Licensor may notify Licensee, and Licensee shall have 24 hours from the receipt of such notification to pay to Licensor such outstanding amounts. If Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, the Agreement and the Event.
3. Event Expenses.
 - a. Included in the License Fee at no additional cost are certain expenses relating to Complex operations ("Included Expenses"), such as a reasonable number of ushers, operations staffing, event crew, security officers, housekeeping, janitors, lifetech, and fire personnel as determined by Licensor in its sole discretion, cleaning and sanitation of the building before, during and after the Event.
 - b. The Included Expenses shall exclude additional security or police in excess of the number determined by Licensor in section (a) above, staffing overtime, sound & lighting equipment, other audio/visual charges, any décor (and applicable installation costs), any and all food and beverage costs or charges, utility costs, stagehands, tables, chairs, loaders, telecommunications, broadcast fees or staffing, equipment rentals, local transportation, runners, vans, ASCAP / BMI / SESAC or similar music

royalties, or any other related expense including but not limited to, any and all credit card fees and/or expenses (collectively, "Licensee Expenses" and together with the Included Expenses, the "Event Expenses"). Any Licensee Expenses requested prior to the Event shall be set forth on an Event Estimate and paid by Licensee prior to the Event with the final payment of the Minimum Total Revenue Commitment. Any Licensee Expenses incurred in addition to the amounts set forth on the Event Estimate (e.g., expenses incurred on-site for incremental equipment and the like) shall be paid in accordance with Section 6 herein. Licensee acknowledges that Licensor may request that Licensee provide a credit card and execute a credit card authorization form as a condition to incurring any such incremental Licensee Expenses. Licensee will be billed for credit card fees (3.5%) as an Event Expense for all purchases.

4. Other Revenues. In addition to food and beverage, audio/visual and décor revenues, Licensor shall have the right to retain all parking revenues.
5. Licensee's Responsibilities.
 - a. Licensee shall, at its sole cost and expense, provide all participants (including, if applicable, performers or musicians) required for the Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be members.
 - b. Licensee shall, at its sole cost and expense, transport all personnel, properties, facilities and equipment necessary for the Event (other than those provided by Licensor) to and from the Complex.
 - c. Except as set forth herein, Licensee shall, at its sole cost and expense, present the Event in a manner customary for events comparable in type and nature to the Event.
 - d. Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event.
 - e. Licensee hereby acknowledges and agrees that there shall not be any recording whatsoever, archival or otherwise, or exploitation of the Event, absent Licensee's payment of any applicable union recording fees and compliance with the provisions of Section 16 (Filming) below. Licensor agrees that Licensee will not be responsible for paying any fees for non-professional recordings by audience members (over whom Licensee has no control) who may record on cell phones or other non-professional recording devices.
6. Settlement. Within three (3) days after the conclusion of the Event, Licensor shall (a) furnish Licensee with a preliminary settlement statement (setting forth estimated Licensee Expenses and any other available information pertinent to event settlement), and (b) shall make a preliminary settlement, including charging Licensee for requested Licensee Expenses. Within six weeks after the Event, Licensor shall furnish to Licensee a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Licensee's use of the Premises hereunder and the application of the same, and

Licensor shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensor in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Licensee notifies Licensor of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct and final statements of the account among Licensor and Licensee. To the extent that any amounts owing by Licensee to Licensor hereunder (including without limitation Event Expenses) are not fully paid by Licensee at the settlement described above, such amounts shall be reflected on the Final Statements and Licensor shall be entitled to charge Licensee such amounts.

7. No Refund for Failure to Present Event. If Licensee shall for any reason fail to occupy or use the Premises as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and any amounts payable by Licensee to Licensor thereafter shall be paid within 30 days following Licensor's demand therefor.

OPERATIONAL MATTERS

8. Delivery of Possession; Surrender
 - a. The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Agreement except as otherwise agreed with respect to costs and fees for such additional usage.
 - b. Licensee shall quit and surrender the Premises to Licensor no later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Premises shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from the Complex all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Premises on or before the Move-out Time, Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property. Nothing in this Section 8(b) shall in any way be construed to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Premises on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).
 - c. The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues in excess of such allocated time Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof.

Licensee acknowledges that Licensor may charge such incremental amounts as Licensee Expenses.

- d. If any Event extends beyond the commencement of any curfew imposed by the State of Mississippi, the City of Jackson ("City") or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because the Event extended beyond the commencement of the curfew.
9. Licensor's Operations during the Event.
 - a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
 - b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
 - c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.
 10. Building Systems. Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available) and other similar miscellaneous goods and services, to the extent reasonably required by the Event. These systems, equipment and/or goods and services shall be provided by the permanent equipment with which the Complex is equipped at such times and in such amounts as determined by Licensor, in its sole discretion, for the comfortable use and occupancy of the Complex during the Event. The cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expenses for which Licensor shall be entitled to reimbursement.

Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Complex or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Complex or the Event or any other cause beyond the control of Licensor. At Licensee's sole cost and expense, Licensee may provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.
 11. Staffing. For the Event, Licensor shall provide all personnel required to staff the Complex, including, but not limited to, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, when requested by Licensee, regarding staffing levels, provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor. The costs of such personnel shall be the responsibility of Licensee except to the extent paid by Licensor as part of the Included Expenses.
 12. Additional Licensee Rights and Obligations.

- a. Licensee Representative. Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter. In any such case, Licensee hereby waives and releases Licensor from all compensation or claims for damages resulting from Licensor's reliance upon the decisions of Licensee or such representative or employee, and/or Licensor's own decisions when acting in the absence of Licensee, or when Licensee or such representative or employee fails to render a decision as contemplated hereunder.
- b. Alterations. Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Complex. Subject to Section 15, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Complex or make any alterations or improvements in or to the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute and sole discretion.
- c. PA System. If requested by Licensee, the Complex public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.
- d. Ambulance Services. If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Complex from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensor.
- e. Show Office. Licensor shall use commercially reasonable efforts to make available to Licensee space for a show office, the location of which shall be mutually agreed by Licensor and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the Premises and Licensee's use thereof is subject to all other terms and conditions of this Agreement.

13. Promotion of the Event.

- a. Licensee's Advertising. Licensee agrees to advertise, publicize and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.

- b. **Use of Complex Marks in Connection with Advertising.** Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Complex shall be submitted to Licensor for approval in advance of production or execution. Licensee shall include in all print, television, internet, radio, collateral print materials and any other form of advertising for the Event (i) the approved venue logo (or venue name, in the case of radio advertising), including any naming rights partner or presenting partner of such venues, and (ii) the approved venue website address, each in such form as is designated by Licensor. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; if Licensor shall not unreasonably withhold its approval if the material containing reference to the Complex uses Licensor's established logotype, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such marks.
- c. **Licensor's In-house Advertising.** Subject to Licensor's sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through the Complex's in-house promotional outlets such as its website, video screens and marquee. Licensee may further purchase, at additional cost, incremental marketing services from Licensor's marketing department (e.g., paid media purchases).
- d. **Right to Use Event Marks.** Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event, and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Complex.

14. Operational Rights Reserved to Licensor.

- a. **Entrances and Exits.** The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.
- b. **Use by Other Parties.** Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that

Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.

- c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about the Complex and may be refused entrance by Licensor for non-compliance with this provision of this Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.
- d. Rules and Regulations. Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Complex. Such rules and regulations may include, without limitation, public health directives, policies and/or best practices as required by Licensor, such as social distancing, wearing of face coverings, posting signage at entrances notifying attendees of such policies, and the like.
- e. Licensor Access. Licensor, its affiliates and its respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Premises upon presentation of usual passes issued to them by Licensor; provided that Licensor, Owner and their agents shall not unreasonably disturb the privacy of any artists or performers in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms).
- f. Advertising of Other Events. Licensor, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Complex during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the Complex or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Complex in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and

use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system not be used for advertising purposes and/or the video screens inside the Complex be turned off during part or all the Event for production purposes, Licensor shall reasonably consider such request.

15. **Complex Event Advertising and Sponsorship.** Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the Premises by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (if Licensor shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Complex's sponsors).
16. **Filming and Ancillary Rights.**
 - a. **Grant of Rights.** Licensor hereby grants to Licensee the right to record the Event, by filming, videotaping and/or digitally recording or live streaming (each, a "Recordation"), and to distribute such recordings ("Media Distribution"). All rights of every kind in any Recordation, or any programming content created therefrom ("Event Programming") in all manner, format and media, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights(s)) shall be solely owned throughout the universe in perpetuity by Licensee.
 - b. **Costs.** Licensee or its designated media partners agree to pay all costs and expenses arising out of any such Recordation, including, but not limited to, stage crews as are necessary to produce such Recordation. Licensee shall be solely responsible for providing, assembling, maintaining, operating and removing all equipment used in connection with the Recordation.
 - c. **Union/Labor Requirements.** In no event shall Licensee, or any designee, agent, employee or independent contractor of Licensee, take any action or fail to take any action in connection with the Recordation which would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Complex, or otherwise interfere with or deleteriously affect the regular business operations of Licensor. Licensee represents and warrants that Licensee, and its designees, agents, employees and independent contractors will comply with all policies, rules and regulations of Licensor in this regard.
 - d. **Use of Marks and Likenesses.** If any portion of (i) the Recordation and/or the

Media Distribution, (ii) any other film, videotape or similar release, including any Event Programming, which includes footage from such film, videotape or similar recording of the Event or (iii) any title, packaging, label, marquee or promotional, marketing or advertising materials to be utilized in connection therewith (collectively, the "Restricted Footage and Materials"), includes the name, photograph or likeness, trademark, service mark and/or logo of either (A) Licensor or any of its affiliates or of the Premises or any portion thereof (each a "Licensor Trademark"), or (B) a sponsor of Licensor or any other third party, or any portion thereof (each a "Third Party Trademark"), Licensee shall obtain the prior written approval of, as applicable, Licensor or such third party as to the content thereof prior to any exhibition, license, release, distribution, sale, exploitation or other use of such Licensor Trademark or Third Party Trademark by Licensee or any third party. Licensee shall be solely responsible for obtaining any required rights, licenses and permissions for the Recordation.

- e. **Infringement.** Licensee represents to Licensor that Licensee has obtained and will continue to have during the Recordation and the Media Distribution, and during any other media exploitation of the Event all necessary rights and approvals from any third party (including, without limitation, any spectators, talent, celebrities and other persons present in the audience or on stage or otherwise participating during the Event) in order to coordinate, produce, conduct and exploit the same and to otherwise perform its obligations hereunder, and that the Recordation and the Media Distribution thereof will not infringe upon the rights (proprietary, tangible, intangible or otherwise) of any third party or give rise to any claim of slander, libel, violation of civil rights, privacy or publicity or any similar such rights of any third party.
- f. **Remedies.** Licensee acknowledges that any breach of subsection 19(e) hereof would cause irreparable injury to Licensor which could not be remedied by the payment of money damages. Therefore, the parties agree that in the event that Licensee (or any third party) breaches or allegedly breaches the provisions of subsection 19(e) above, Licensor shall have the right to seek and obtain from any court having jurisdiction such equitable relief as may be appropriate, including a decree enjoining Licensee or such other third party from any further such breach of such subparagraph and from the exhibition, release, distribution, sale, license, exploitation or other use of the Restricted Footage and Materials. The foregoing shall not be deemed to limit or restrict any other legal or equitable remedy arising from a violation of the other provisions of this Section 16.

LEGAL MATTERS

17. Insurance.

- a. Licensee agrees, at its sole expense, to procure and maintain during the term of the License (i) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of Licensee, Licensor, Owner, the Capital City Convention Complex Commission and their respective

contractors, successors and assigns, against all claims for bodily injury, sickness and disease, personal injury, death or property damage in or about the Complex arising during the period from the actual Move-In date and time to the actual Move-Out date and time of Licensee, in the amount of \$1,000,000 combined single limit, \$2,000,000 in the aggregate, covering bodily injury and property damage.

- b. The insurance policies set forth in (a) above shall name as additional insureds Licensor, Oak View Group, LLC, Owner, the Capital City Convention Complex Commission, and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the owners of the Complex and their successors and assigns are waived.
- c. Licensee agrees, at its sole expense, to procure and maintain during the term of this Agreement, workers compensation and employer's liability insurance with employer's liability limits in accordance with all statutory requirements covering all employees, which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 18(g) below, including a waiver of subrogation in favor of Licensor.
- d. The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Premises) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Premises). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Licensor. Licensee's general liability insurance shall not contain the ISC GC 2132 Communicable Disease Exclusion or its equivalent. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by Licensee and terminate this Agreement effective as of the Move-in Date pursuant to the provisions of Section 23(a) below.
- e. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Mississippi, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A: IX shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance

which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

18. Permits. Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the Owner, City or any other applicable governmental body or agency, such governmental permits necessary for the Event.
19. Compliance with Laws.
 - a. Licensee shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the Owner and/or City and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to the Complex or the use and occupancy thereof, including, without limitation, any public health restrictions, requirements or guidelines with respect to Event operations and use of the Complex. No collections, whether for charity or otherwise, shall be made or attempted in or at the Complex by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.
 - b. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.
 - c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.
20. Default.
 - a. Each of the following shall constitute a default on the part of Licensee:
 - (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or
 - (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or

otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (iv) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a material default by Licensee, Licensor may, upon delivering, by personal delivery or facsimile, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Licensee, terminate this Agreement. Upon such termination this Agreement shall expire as fully and completely as if such date and time of expiration were the date and time fixed herein for the expiration of the term and of this Agreement, and Licensee shall then quit and surrender its rights to the Premises to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the Minimum Total Revenue Commitment, together with an amount equal to the sum of all costs and expenses then incurred by Licensor about the Event and this Agreement. Such amounts shall be payable within 30 days following Licensor's demand therefor.

- b. Licensor or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time, thereafter, enter the Premises and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy the Complex, including the Premises.

In any case where, pursuant to the provisions of this Agreement or by summary proceedings or otherwise, this Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Premises or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the Premises are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter", and "entry" as used in this Agreement are not restricted to their technical legal meanings.

- c. In the event of a breach or threatened breach by Licensee of any of its

agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding, or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.

- d. In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about the Complex, but in such case, Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

21. Remedies. Reference in this Agreement to any remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by Licensor unless specific waiver thereof by Licensor shall be in writing.

22. Representations and Warranties. Licensee represents and warrants to Licensor that:
- a. it, those under its authority, and the Event will fully comply with the terms of this Agreement, including, without limitation, consistency with the Complex's image (e.g., no disparaging remarks about the Complex, Licensor or its affiliates).
 - b. there will be no unauthorized use of Licensor's or the Complex's trademarks and/or logos hereunder;
 - c. the Event will not violate any law, ordinance, governmental rule or regulation (including, without limitation, those relating to the sale or distribution of tickets) or the rights of any third parties.
 - d. Licensee has obtained, or prior to the Event will obtain, all necessary rights, licenses, permissions and clearances to present, promote, advertise and exploit the Event, including the appearance of all artists, musicians and/or other persons participating therein,
 - e. all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner, and that it will use commercially reasonable efforts to ensure that all obligations under the copyright license shall be performed by Licensee.
 - f. Licensee is solely responsible for all royalties, compensation and obligations due to, or on behalf of, any talent, production personnel, independent contractors or Licensee's employees providing services in connection with the Event;

- g. all persons or groups advertised as appearing in the Event shall in fact participate in the Event as advertised unless due to an event of Force Majeure (as defined below); and
 - h. any charitable or other non-profit organization that is identified in advertising as receiving a percentage of ticket receipts or other donation from the Event or from whom Licensee or its representatives will be directly soliciting charitable donations from patrons at the Event (collectively, a "Donation") will receive such Donation in accordance with applicable laws and regulations.
23. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.
24. Labor Agreements. Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Complex. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Complex to any person whose admittance to the Complex could result in a violation of any such labor agreement.
25. Term. The term of this Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.
26. Subordination. The provisions of this Agreement and Licensee's right to the use of the Complex hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Complex. If Licensor's right to operate the Complex expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, Licensor shall not be liable to Licensee in any way.
27. Force Majeure. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:
- a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.
 - b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.

- c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.
- d. In the event performance of the whole Agreement is excused in accordance with provisions (a) through (c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this Agreement be so terminated. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.
- e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

28. Miscellaneous.

- a. Waiver. Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be in writing and shall be restricted to its scope and shall not operate as a modification of this Agreement.
- b. Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.
- c. Relationship of Parties. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership, joint venture, agency or employment relationship between the parties.
- d. Assignment. Neither this Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (i) any affiliate, parent or subsidiary, (ii) any entity to which Licensor is assigning substantially all its rights and responsibilities as the operator of the Complex, or (iii) to the Owner or any successor manager of the Complex, as permitted by the Management Agreement ("Permitted Assignments") without the

consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of the Complex to a third party shall not constitute an assignment or delegation for purposes of this provision).

- e. Entire Agreement. This Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event in the Complex, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this Agreement, the alteration or amendment shall be in writing, shall specifically refer to this Agreement and shall be signed by both parties for the same to be binding upon the parties.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to its conflicts of law provision.
- g. Notices. Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email, or by certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses set forth on the Data Sheet.
- h. Legal Fees. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this Agreement.
- i. Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.

WHEREAS, OVG Facilities, LLC, with its principal office located at 11755 Wilshire Blvd., Suite 900, Los Angeles, California 90025, will not charge the City a fee to use portions of the JCC, but will charge One Hundred Dollars \$100.00 for security; and

IT IS, HEREBY, ORDERED that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex/OVG to host the "Doing Business with the City" Networking Event on December 8, 2022.

IT IS FURTHER ORDERED that the Department of Planning and Development is authorized to pay One Hundred Dollars \$100.00 for security for the event.

Item#: _____
Date: November 22, 2022
By: (Dotson, Lumumba)

Department of Planning and Development
Street



200 South President

Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Chloe Dotson, BUPD, MURP, Interim Director
Date: September 15, 2022
Subject: Agenda Item

The attached document is a use license agreement with the Jackson Convention Complex/OVG to provide use of their facility for the City of Jackson's "Doing Business with the City" Networking Reception. The facility rental is being waived; however, we are responsible for security in the amount of \$100.00. This event will allow us to fortify the relationships with minority and prime contractors.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/22/2022

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON'S "DOING BUSINESS WITH THE CITY" NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS
2.	Purpose	An outreach event for the Office of Planning Development
3.	Who will be affected	Contractors, subcontractors, vendors and administrators of the City of Jackson
4.	Benefits	The event will bring primary contractors and subcontractors together to apprise them of the policies and goals of the City in conducting business, and to encourage ongoing partnerships in contracting
5.	Schedule (beginning date)	December 8, 2022
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development
8.	COST	\$100.00
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	
10.	EBO participation See attached sheets from	ABE _____% WAIVER yes ___ no ___ N/A <u> X </u> AABE _____% WAIVER yes ___ no ___ N/A <u> X </u>

Vendors	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

OFFICE OF THE CITY ATTORNEY
11/15/22

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENCE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX/OVG TO HOST THE CITY OF JACKSON'S "DOING BUSINESS WITH THE CITY" NETWORKING RECEPTION ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/16/22
Date



EVENT LICENSE AGREEMENT

THIS EVENT LICENSE AGREEMENT, [including any Special Provisions Addendum attached hereto] (this " Agreement") is entered into effective as of _____ by and between OVG Facilities, LLC ("Licensor") and City of Jackson – Doing Business with the City ("Licensee").

DATA SHEET

Item Section

- 1. **A.** **Event: City of Jackson – Doing Business with the City**
- 2. **1** **Event Date(s): December 8, 2022**
- 3. **1** **Licensed Premises: Exhibit Hall B**

Date	Time Reserved	Function Type	Room	Estimated Attendance	Rental
Thursday, December 8, 2022	9:00am – 3:00pm	Set-up	Meeting Room 216-218 / Gallery	Flow	0.00
	6:00pm – 9:00pm	VIP Staff Green Room	Meeting Room 214	250	\$500.00
	6:00pm – 9:00pm	Program/ Reception	Meeting Room 216-218 / Gallery	250	\$2400.00
<i>Rental Discount: COJ Usage</i>					<i>(\$-2,900.00)</i>
Total Rental and F&B Minimum excluding taxes and administrative fees:				0.00	0.00

- 4. **2(a)** **Base License Fee: \$0.00**
- 5. **2(a)** **Minimum Food and Beverage Charge: \$0.00**
- 6. **2(a)** **Estimated Ancillary Expenses: Security - \$100.00**

Estimated Total Revenue Commitment: \$100.00

- 7. **8(a)** **Move-in Time: TBD**
- 8. **8(b)** **Move-out Time: TBD**
- 9. **31(g)** **Notice Address for Licensor: 105 E. Pascagoula Street Jackson, MS 39201**
- 10. **31(g)** **Notice Address for Licensee: 200 S. President Street Jackson, MS 39201**



EVENT LICENSE AGREEMENT

RECITALS

A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").

B. Capital City Convention Complex Commission is the owner ("Owner") of that certain convention center complex ("Complex") located in Jackson, Mississippi. Pursuant to that certain Management Agreement, dated October 1, 2020 (as may be amended from time to time, the "Management Agreement"), by and between Owner and Licensor, Licensor provides management services, including, without limitation, booking services, for the Complex on behalf of the Owner.

C. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. **Grant of License.** Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

FINANCIAL MATTERS

2. **Revenue Commitment.**
 - a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.
 - b. Licensee acknowledges that the Minimum Total Revenue Commitment is a minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).



If Licensee does not make any deposits as set forth in the schedule above, Licensor may notify Licensee, and Licensee shall have 24 hours from the receipt of such notification to pay to Licensor such outstanding amounts. If Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, the Agreement and the Event.

3. Event Expenses.

- a. Included in the License Fee at no additional cost are certain expenses relating to Complex operations ("Included Expenses"), such as a reasonable number of ushers, operations staffing, event crew, security officers, housekeeping, janitors, lifetech, and fire personnel as determined by Licensor in its sole discretion, cleaning and sanitation of the building before, during and after the Event.
- b. The Included Expenses shall exclude additional security or police in excess of the number determined by Licensor in section (a) above, staffing overtime, sound & lighting equipment, other audio/visual charges, any décor (and applicable installation costs), any and all food and beverage costs or charges, utility costs, stagehands, tables, chairs, loaders, telecommunications, broadcast fees or staffing, equipment rentals, local transportation, runners, vans, ASCAP / BMI / SESAC or similar music royalties, or any other related expense including but not limited to, any and all credit card fees and/or expenses (collectively, "Licensee Expenses" and together with the Included Expenses, the "Event Expenses"). Any Licensee Expenses requested prior to the Event shall be set forth on an Event Estimate and paid by Licensee prior to the Event with the final payment of the Minimum Total Revenue Commitment. Any Licensee Expenses incurred in addition to the amounts set forth on the Event Estimate (e.g., expenses incurred on-site for incremental equipment and the like) shall be paid in accordance with Section 6 herein. Licensee acknowledges that Licensor may request that Licensee provide a credit card and execute a credit card authorization form as a condition to incurring any such incremental Licensee Expenses. Licensee will be billed for credit card fees (3.5%) as an Event Expense for all purchases.

4. Other Revenues. In addition to food and beverage, audio/visual and décor revenues, Licensor shall have the right to retain all parking revenues.

5. Licensee's Responsibilities.

- a. Licensee shall, at its sole cost and expense, provide all participants (including, if applicable, performers or musicians) required for the Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be members.
- b. Licensee shall, at its sole cost and expense, transport all personnel, properties, facilities and equipment necessary for the Event (other than those provided by Licensor) to and from the Complex.
- c. Except as set forth herein, Licensee shall, at its sole cost and expense, present the Event in a manner customary for events comparable in type and nature to the Event.



- d. Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event.
 - e. Licensee hereby acknowledges and agrees that there shall not be any recording whatsoever, archival or otherwise, or exploitation of the Event, absent Licensee's payment of any applicable union recording fees and compliance with the provisions of Section 16 (Filming) below. Licensor agrees that Licensee will not be responsible for paying any fees for non-professional recordings by audience members (over whom Licensee has no control) who may record on cell phones or other non-professional recording devices.
6. Settlement. Within three (3) days after the conclusion of the Event, Licensor shall (a) furnish Licensee with a preliminary settlement statement (setting forth estimated Licensee Expenses and any other available information pertinent to event settlement), and (b) shall make a preliminary settlement, including charging Licensee for requested Licensee Expenses. Within six weeks after the Event, Licensor shall furnish to Licensee a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Licensee's use of the Premises hereunder and the application of the same, and Licensor shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensor in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Licensee notifies Licensor of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct and final statements of the account among Licensor and Licensee. To the extent that any amounts owing by Licensee to Licensor hereunder (including without limitation Event Expenses) are not fully paid by Licensee at the settlement described above, such amounts shall be reflected on the Final Statements and Licensor shall be entitled to charge Licensee such amounts.
7. No Refund for Failure to Present Event. If Licensee shall for any reason fail to occupy or use the Premises as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and any amounts payable by Licensee to Licensor thereafter shall be paid within 30 days following Licensor's demand therefor.

OPERATIONAL MATTERS

8. Delivery of Possession; Surrender
- a. The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Agreement except as otherwise agreed with respect to costs and fees for such additional usage.



- b. Licensee shall quit and surrender the Premises to Licensor no later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Premises shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from the Complex all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Premises on or before the Move-out Time, Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property. Nothing in this Section 8(b) shall in any way be construed to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Premises on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).
- c. The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues in excess of such allocated time Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. Licensee acknowledges that Licensor may charge such incremental amounts as Licensee Expenses.
- d. If any Event extends beyond the commencement of any curfew imposed by the State of Mississippi, the City of Jackson ("City") or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because the Event extended beyond the commencement of the curfew.

9. Licensor's Operations during the Event.

- a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
- b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
- c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.

10. Building Systems. Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available) and other similar miscellaneous goods and services, to the extent reasonably required by the Event. These systems, equipment and/or goods and services shall be provided by the permanent equipment with which the Complex is equipped at such times and in such amounts as determined by Licensor, in its sole discretion, for the comfortable use and occupancy of the Complex during the Event. The cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expenses for which Licensor shall be entitled to reimbursement.



Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Complex or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Complex or the Event or any other cause beyond the control of Licensor. At Licensee's sole cost and expense, Licensee may provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.

11. **Staffing.** For the Event, Licensor shall provide all personnel required to staff the Complex, including, but not limited to, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, when requested by Licensee, regarding staffing levels, provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor. The costs of such personnel shall be the responsibility of Licensee except to the extent paid by Licensor as part of the Included Expenses.
12. **Additional Licensee Rights and Obligations.**
 - a. **Licensee Representative.** Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter. In any such case, Licensee hereby waives and releases Licensor from all compensation or claims for damages resulting from Licensor's reliance upon the decisions of Licensee or such representative or employee, and/or Licensor's own decisions when acting in the absence of Licensee, or when Licensee or such representative or employee fails to render a decision as contemplated hereunder.
 - b. **Alterations.** Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Complex. Subject to Section 15, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Complex or make any alterations or improvements in or to the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute and sole discretion.
 - c. **PA System.** If requested by Licensee, the Complex public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

- d. Ambulance Services. If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Complex from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensor.
- e. Show Office. Licensor shall use commercially reasonable efforts to make available to Licensee space for a show office, the location of which shall be mutually agreed by Licensor and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the Premises and Licensee's use thereof is subject to all other terms and conditions of this Agreement.

13. Promotion of the Event

- a. Licensee's Advertising. Licensee agrees to advertise, publicize and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.
- b. Use of Complex Marks in Connection with Advertising. Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Complex shall be submitted to Licensor for approval in advance of production or execution. Licensee shall include in all print, television, internet, radio, collateral print materials and any other form of advertising for the Event (i) the approved venue logo (or venue name, in the case of radio advertising), including any naming rights partner or presenting partner of such venues, and (ii) the approved venue website address, each in such form as is designated by Licensor. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; if Licensor shall not unreasonably withhold its approval if the material containing reference to the Complex uses Licensor's established logotype, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such marks.
- c. Licensor's In-house Advertising. Subject to Licensor's sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through the Complex's in-house promotional outlets such as its website, video screens and marquee. Licensee may further purchase, at additional cost, incremental marketing services from Licensor's marketing department (e.g., paid media purchases).
- d. Right to Use Event Marks. Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event, and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Complex.



14. Operational Rights Reserved to Licensor.

- a. Entrances and Exits. The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.
- b. Use by Other Parties. Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.
- c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about the Complex and may be refused entrance by Licensor for non-compliance with this provision of this Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.
- d. Rules and Regulations. Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Complex. Such rules and regulations may include, without limitation, public health directives, policies and/or best practices as required by Licensor, such as social distancing, wearing of face coverings, posting signage at entrances notifying attendees of such policies, and the like.



- e. **Licensor Access.** Licensor, its affiliates and its respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Premises upon presentation of usual passes issued to them by Licensor; provided that Licensor, Owner and their agents shall not unreasonably disturb the privacy of any artists or performers in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms).
 - f. **Advertising of Other Events.** Licensor, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Complex during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the Complex or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Complex in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system not be used for advertising purposes and/or the video screens inside the Complex be turned off during part or all the Event for production purposes, Licensor shall reasonably consider such request.
15. **Complex Event Advertising and Sponsorship.** Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the Premises by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (if Licensor shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Complex's sponsors).
16. **Filming and Ancillary Rights.**
- a. **Grant of Rights.** Licensor hereby grants to Licensee the right to record the Event, by filming, videotaping and/or digitally recording or live streaming (each, a "Recordation"), and to distribute such recordings ("Media Distribution"). All rights of every kind in any Recordation, or any programming content created therefrom



("Event Programming") in all manner, format and media, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights(s)) shall be solely owned throughout the universe in perpetuity by Licensee.

- b. Costs. Licensee or its designated media partners agree to pay all costs and expenses arising out of any such Recordation, including, but not limited to, stage crews as are necessary to produce such Recordation. Licensee shall be solely responsible for providing, assembling, maintaining, operating and removing all equipment used in connection with the Recordation.
- c. Union/Labor Requirements. In no event shall Licensee, or any designee, agent, employee or independent contractor of Licensee, take any action or fail to take any action in connection with the Recordation which would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Complex, or otherwise interfere with or deleteriously affect the regular business operations of Licensor. Licensee represents and warrants that Licensee, and its designees, agents, employees and independent contractors will comply with all policies, rules and regulations of Licensor in this regard.
- d. Use of Marks and Likenesses. If any portion of (i) the Recordation and/or the Media Distribution, (ii) any other film, videotape or similar release, including any Event Programming, which includes footage from such film, videotape or similar recording of the Event or (iii) any title, packaging, label, marquee or promotional, marketing or advertising materials to be utilized in connection therewith (collectively, the "Restricted Footage and Materials"), includes the name, photograph or likeness, trademark, service mark and/or logo of either (A) Licensor or any of its affiliates or of the Premises or any portion thereof (each a "Licensor Trademark"), or (B) a sponsor of Licensor or any other third party, or any portion thereof (each a "Third Party Trademark"), Licensee shall obtain the prior written approval of, as applicable, Licensor or such third party as to the content thereof prior to any exhibition, license, release, distribution, sale, exploitation or other use of such Licensor Trademark or Third Party Trademark by Licensee or any third party. Licensee shall be solely responsible for obtaining any required rights, licenses and permissions for the Recordation.
- e. Infringement. Licensee represents to Licensor that Licensee has obtained and will continue to have during the Recordation and the Media Distribution, and during any other media exploitation of the Event all necessary rights and approvals from any third party (including, without limitation, any spectators, talent, celebrities and other persons present in the audience or on stage or otherwise participating during the Event) in order to coordinate, produce, conduct and exploit the same and to otherwise perform its obligations hereunder, and that the Recordation and the Media Distribution thereof will not infringe upon the rights (proprietary, tangible, intangible or otherwise) of any third party or give rise to any claim of slander, libel, violation of civil rights, privacy or publicity or any similar such rights of any third party.
- f. Remedies. Licensee acknowledges that any breach of subsection 19(e) hereof would cause irreparable injury to Licensor which could not be remedied by the payment of money damages. Therefore, the parties agree that in the event that



Licensee (or any third party) breaches or allegedly breaches the provisions of subsection 19(e) above, Licensor shall have the right to seek and obtain from any court having jurisdiction such equitable relief as may be appropriate, including a decree enjoining Licensee or such other third party from any further such breach of such subparagraph and from the exhibition, release, distribution, sale, license, exploitation or other use of the Restricted Footage and Materials. The foregoing shall not be deemed to limit or restrict any other legal or equitable remedy arising from a violation of the other provisions of this Section 16.

LEGAL MATTERS

17. Insurance.

- a. Licensee agrees, at its sole expense, to procure and maintain during the term of the License (i) Commercial General Liability insurance with contractual liability endorsements for the mutual benefit of Licensee, Licensor, Owner, the Capital City Convention Complex Commission and their respective contractors, successors and assigns, against all claims for bodily injury, sickness and disease, personal injury, death or property damage in or about the Complex arising during the period from the actual Move-In date and time to the actual Move-Out date and time of Licensee, in the amount of \$1,000,000 combined single limit, \$2,000,000 in the aggregate, covering bodily injury and property damage.
- b. The insurance policies set forth in (a) above shall name as additional insureds Licensor, Oak View Group, LLC, Owner, the Capital City Convention Complex Commission, and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the owners of the Complex and their successors and assigns are waived.
- c. Licensee agrees, at its sole expense, to procure and maintain during the term of this Agreement, workers compensation and employer's liability insurance with employer's liability limits in accordance with all statutory requirements covering all employees, which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 18(g) below, including a waiver of subrogation in favor of Licensor.
- d. The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Premises) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Premises). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Licensor. Licensee's general liability insurance shall not contain the ISC GC 2132 Communicable Disease Exclusion or its equivalent. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of



insurance prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by Licensee and terminate this Agreement effective as of the Move-in Date pursuant to the provisions of Section 23(a) below.

- e. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Mississippi, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A: IX shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

18. Permits. Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the Owner, City or any other applicable governmental body or agency, such governmental permits necessary for the Event.

19. Compliance with Laws.

- a. Licensee shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the Owner and/or City and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to the Complex or the use and occupancy thereof, including, without limitation, any public health restrictions, requirements or guidelines with respect to Event operations and use of the Complex. No collections, whether for charity or otherwise, shall be made or attempted in or at the Complex by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.
- b. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.



- c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

20. Default.

- a. Each of the following shall constitute a default on the part of Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (iv) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a material default by Licensee, Licensor may, upon delivering, by personal delivery or facsimile, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Licensee, terminate this Agreement. Upon such termination this Agreement shall expire as fully and completely as if such date and time of expiration were the date and time fixed herein for the expiration of the term and of this Agreement, and Licensee shall then quit and surrender its rights to the Premises to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the Minimum Total Revenue Commitment, together with an amount equal to the sum of all costs and expenses then incurred by Licensor about the Event and this Agreement. Such amounts shall be payable within 30 days following Licensor's demand therefor.
- b. Licensor or any other person by its order may immediately upon expiration of this Agreement as provided in subparagraph (a) above, or at any time, thereafter, enter the Premises and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy the Complex, including the Premises. In any case where, pursuant to the provisions of this Agreement or by summary proceedings or otherwise, this Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Premises or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not



the Premises are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter", and "entry" as used in this Agreement are not restricted to their technical legal meanings.

- c. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding, or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.
- d. In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about the Complex, but in such case, Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

21. Remedies. Reference in this Agreement to any remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by Licensor unless specific waiver thereof by Licensor shall be in writing.

22. Representations and Warranties. Licensee represents and warrants to Licensor that:

- a. it, those under its authority, and the Event will fully comply with the terms of this Agreement, including, without limitation, consistency with the Complex's image (e.g., no disparaging remarks about the Complex, Licensor or its affiliates).
- b. there will be no unauthorized use of Licensor's or the Complex's trademarks and/or logos hereunder;
- c. the Event will not violate any law, ordinance, governmental rule or regulation (including, without limitation, those relating to the sale or distribution of tickets) or the rights of any third parties.
- d. Licensee has obtained, or prior to the Event will obtain, all necessary rights, licenses, permissions and clearances to present, promote, advertise and exploit the Event, including the appearance of all artists, musicians and/or other persons participating therein,
- e. all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner, and that it will use commercially reasonable efforts to ensure



- that all obligations under the copyright license shall be performed by Licensee.
- f. Licensee is solely responsible for all royalties, compensation and obligations due to, or on behalf of, any talent, production personnel, independent contractors or Licensee's employees providing services in connection with the Event;
 - g. all persons or groups advertised as appearing in the Event shall in fact participate in the Event as advertised unless due to an event of Force Majeure (as defined below); and
 - h. any charitable or other non-profit organization that is identified in advertising as receiving a percentage of ticket receipts or other donation from the Event or from whom Licensee or its representatives will be directly soliciting charitable donations from patrons at the Event (collectively, a "Donation") will receive such Donation in accordance with applicable laws and regulations.
23. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.
24. Labor Agreements. Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Complex. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Complex to any person whose admittance to the Complex could result in a violation of any such labor agreement.
25. Term. The term of this Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.
26. Subordination. The provisions of this Agreement and Licensee's right to the use of the Complex hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Complex. If Licensor's right to operate the Complex expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, Licensor shall not be liable to Licensee in any way.



27. Force Majeure. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

- a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.
- b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.
- c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.
- d. In the event performance of the whole Agreement is excused in accordance with provisions (a) through (c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this Agreement be so terminated. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.
- e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

28. Miscellaneous.

- a. Waiver. Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be in writing and shall be restricted to its scope and shall not operate as a modification of this Agreement.
- b. Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.
- c. Relationship of Parties. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership, joint venture, agency or employment relationship between the parties.



- d. **Assignment.** Neither this Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (i) any affiliate, parent or subsidiary, (ii) any entity to which Licensor is assigning substantially all its rights and responsibilities as the operator of the Complex, or (iii) to the Owner or any successor manager of the Complex, as permitted by the Management Agreement ("Permitted Assignments") without the consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of the Complex to a third party shall not constitute an assignment or delegation for purposes of this provision).
- e. **Entire Agreement.** This Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event in the Complex, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this Agreement, the alteration or amendment shall be in writing, shall specifically refer to this Agreement and shall be signed by both parties for the same to be binding upon the parties.
- f. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to its conflicts of law provision.
- g. **Notices.** Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email, or by certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses set forth on the Data Sheet.
- h. **Legal Fees.** In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this Agreement.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.



IN WITNESS WHEREOF, Licensee and Licensor executed this Event License Agreement on the date first above written.

LICENSEE:

LICENSOR:

City of Jackson – Doing Business with the City 200 S. President Street Jackson, MS 39201 601-951-9742- office	Jackson Convention Complex – OVG 105 E. Pascagoula St. 39207 601-960-2321
Authorized Signature:	Authorized Signature:
BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

#23

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). ALL WARDS.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, Office of Housing and Community Development advertised in five (5) local newspapers a Request for Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

WHEREAS, the total 2021 Community Development Block Grant (CDBG) allocation amount awarded to the City of Jackson from U.S. Department of Housing and Urban Development (HUD) is \$1,811,981.00, ($\$1,811,981 \times 15\% = \$271,797$); and

WHEREAS, based on HUDs CDBG regulations 24 CFR § 570.201(e) (1), "The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, no entitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a)".

WHEREAS, a total of seventeen (17) Community Development Block Grant (CDBG) public service proposals were submitted, reviewed, and scored by the rating and review committee. Proposals scoring 90-100 received 80% of public service allocation; proposals scoring 79-89 received 20% of public service allocation; and proposals scoring 0-78 were not funded; and

Agenda Item No. 23
December 6, 2022
(Dotson, Lumumba)

WHEREAS, the City, based upon the scoring from the rating and review committee, wishes to award contracts to public services organizations for the use of 2021 CDBG funds for reimbursement of eligible expenses incurred during the 2021-2022 Program Year; and

WHEREAS, the contracts shall be effective October 1, 2022 – October 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with various organizations for public service activities utilizing the 2021 CDBG funds as follow:

Agencies	Activity	Amount Awarded
CATHOLIC CHARITIES, INC.	Battered and Abused Spouse	\$21,743.76
CHILD EVANGELISM FELLOWSHIP OF MISSISSIPPI, INC.	Youth Services	\$13,589.85
DELIVER ME SENIOR SUPPORT SERVICES	Senior Services	\$21,743.76
GENESIS AND LIGHT CENTER	Youth Services	\$21,743.76
GENESIS AND LIGHT CENTER	Senior Services	\$21,743.76
HARBOR HOUSE OF JACKSON, INC.	Substance Abuse Services	\$21,743.76
HOUSING EDUCATION AND ECONOMIC DEVELOPMENT, INC.	Fair Housing Activity	\$21,743.76
JAMBOREE CHILD DEVELOPMENT CENTER	Child Care Services	\$21,743.76
NEW WAY MS, INC.	Employment Training	\$21,743.76
OPERATION SHOESTRING, INC.	Youth Services	\$21,743.76
SISTERS IN BIRTH, INC.	Employment Training	\$13,589.85
SOUTH CENTRAL COMMUNITY ACTION AGENCY, INC.	Youth Services	\$13,589.85
STEWOPOT COMMUNITY SERVICES, INC.	Youth Services	\$21,743.76
THE TABERNACLE MINISTRIES ACADEMY, INC.	Youth Services	\$13,589.85

Item#: _____
 Agenda Date: _____
 By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/8/22
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). ALL WARDS.
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$271,797.00
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2021 CDBG funds
	EBO participation	ABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/> AABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/> HBE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/> NABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/>

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Interim Director
Department of Planning and Development

DATE: November 8, 2022

RE: Agenda Item for November 22, 2022 City Council Meeting

The City of Jackson's rating and review committee have reviewed and ranked the CDBG proposals submitted by non-profit organizations to carry out eligible public service activities.

The attached agenda item authorizes the Mayor to execute contracts for the use of 2021 Community Development Block Grant (CDBG) funds with the following agencies based upon the recommendations of the Committee:

Agencies	Activity	Amount Awarded
CATHOLIC CHARITIES, INC.	Battered and Abused Spouse	\$21,743.76
CHILD EVANGELISM FELLOWSHIP OF MISSISSIPPI, INC.	Youth Services	\$13,589.85
DELIVER ME SENIOR SUPPORT SERVICES	Senior Services	\$21,743.76
GENESIS AND LIGHT CENTER	Youth Services	\$21,743.76
GENESIS AND LIGHT CENTER	Senior Services	\$21,743.76
HARBOR HOUSE OF JACKSON, INC.	Substance Abuse Services	\$21,743.76
HOUSING EDUCATION AND ECONOMIC DEVELOPMENT, INC.	Fair Housing Activity	\$21,743.76
JAMBOREE CHILD DEVELOPMENT CENTER	Child Care Services	\$21,743.76
NEW WAY MS, INC.	Employment Training	\$21,743.76
OPERATION SHOESTRING, INC.	Youth Services	\$21,743.76
SISTERS IN BIRTH, INC.	Employment Training	\$13,589.85
SOUTH CENTRAL COMMUNITY ACTION AGENCY, INC.	Youth Services	\$13,589.85
STEWPOD COMMUNITY SERVICES, INC.	Youth Services	\$21,743.76
THE TABERNACLE MINISTRIES ACADEMY, INC.	Youth Services	\$13,589.85

This funding will allow these organizations to provide services and assistance to low- and moderate-income persons and special needs populations in the city of Jackson.

If you have any questions, please contact me at ext. 2155.

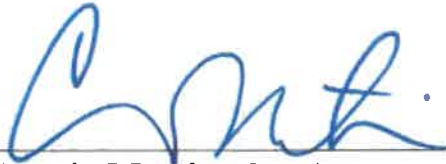
cc: Valerie Tucker, Deputy Director, Department of Planning and Development
Linda Caldwell, Manager, Development Assistance Division

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 CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA) FOR A TOTAL OF \$271,797.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

11/30/22
Date

OFFICE OF THE CITY ATTORNEY


#24

ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE (WARD 5)

WHEREAS, on July 19, 2022, found at Minute Book 6-V, the Mayor was authorized to execute a contract between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) to implement Lead Safe Jackson Housing Program activities at 1824 East Drive, Jackson, MS; and

WHEREAS, the contract work involved a variety of repairs to meet federal lead safe standards and additional repairs were subsequently discovered and required as part of the scope of work to address health hazards that were identified throughout the home; and

WHEREAS, Change Order No. 1 represents an increase of \$7,250.00 to the current contract amount due to the discovery of a severe water damage found throughout the home which subsequently caused damage and deterioration to the floors, window framing, and walls; and

WHEREAS, an inspection was conducted by the Office of Housing and Community Development certified housing inspectors to verify the necessity of the change; and

WHEREAS, the recommendation to accept the subject change was determined by the Office of Housing and Community Development inspectors after thorough review; and

WHEREAS, the existing contract amount is Fifty-One Thousand Dollars 00/100 (\$51,000.00) will increase to Fifty-Eight Thousand, Two Hundred Fifty Dollars 00/100 (\$58,250.00); and

WHEREAS, the Office of Housing and Community Development recommends the approval and authorization of the subject change as necessary to complete repairs described in the original scope of work and recognizes that the discovery of the water damage poses severe safety and health issues for the homeowner.

IT, IS THEREFORE, ORDERED that change order no. 1 for an increase of \$7,250.00 to the Agreement between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities at 1824 East Drive be approved.

Agenda Item No. 24
December 6, 2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12/06/2022

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE (WARD 5)																									
2.	Purpose	To approve change order request No.1 to the agreement between the City of Jackson and Ben Wiggins Remodeling.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	This project is lead and healthy home preventative project to help residents address lead and healthy homes hazards in their homes. These interventions will improve the affordability, livability, health, and safety of their homes.																									
5.	Schedule (beginning date)	August 2022																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$51,000.00 increased to \$58,250.00																									
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	085-84510-6485 (CDBG) 085-96430-6485 (LBPHC) 085-96440-6485 (LBPHC-HH)																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

**OFFICE OF HOUSING
AND COMMUNITY
DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Valerie Tucker, Deputy Director,
Office of Housing and Community Development

CC: Chloe Dotson, Director
Department of Planning and Development

DATE: November 29, 2022

RE: Agenda Item for December 6th, 2022 City Council Meeting

On July 19, 2022 the Mayor was authorized to enter into a contract with Ben Wiggins Remodeling to perform Lead Safe Jackson Housing Program activities at 1824 East Drive. This contract involved lead remediation and limited housing rehabilitation work described in the Scope of Work. Once the contractor initiated the repairs, severely deteriorated structural damage was discovered throughout the house. The structural damage was later determined to be the result of severe water damage. The contractor notified the Office of Housing and Community Development (OHCD) housing inspectors of the water damage and requested an initial inspection. Upon inspection, OHCD's housing inspectors completed the initial inspection and recommended that the change order be requested and presented before Council for approval.

Lead Safe Jackson Housing Program staff compiled cost estimates utilizing the HomeWyse website and actual cost data from local building supply providers to establish the standard for a reasonable cost associated with the subject change request.

Five items are attached for your review and approval: (1) the agenda item requesting the authorization of the City of Jackson to approve change order no. 1 to the agreement between the City of Jackson and Ben Wiggins Remodeling, for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities. based upon the recommendations of OHCD staff; (2) the original scope of work; (3) the original contract; (4) the acceptance letter; and (5) the change order request.

If you have questions or need additional information, please let me know.

For Office Use Only:
Manager Approval: _____

Date: _____

Fiscal Officer Approval: _____

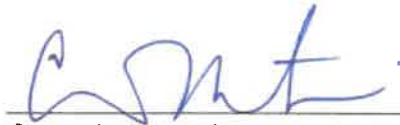
Date: _____

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES AT 1824 EAST DRIVE (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 

11/30/22
Date

OFFICE OF THE CITY ATTORNEY
11/30/22

#25

**ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE
DEPARTMENT OF PUBLIC WORKS**

OFFICE OF THE CITY ATTORNEY

WHEREAS, the Department of Public Works needs to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372, currently in object codes 6400 to object codes in 6800 to fund certain Public Works Infrastructure Projects; and

WHEREAS, the Fiscal Year 2022 – 2023 City of Jackson Budget needs to be revised to allow for the necessary transfers across categories; and

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022–2023 budget of the Department of Public Works be revised to move budgeted funds in Funds 1, 9, 32, 157, 173, 213, 372 currently in object codes 6400-6499 to object codes in 6800-6899 as necessary.

Agenda Item No. **25**
December 6, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 28, 2022

POINTS		COMMENTS
1.	Brief Description	ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents within the City of Jackson Corporate Limits
4.	Benefits	Pay for Capital Infrastructure Projects
5.	Schedule (beginning date)	Upon Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: • City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$ 0 net (changing object codes to move money from one account to another account within various Public Works Accounts)
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/>	All Public Works Accounts currently with budgets in object codes 6400 to object codes in 6800

Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Jordan Hillman, Interim Director
Date: November 28, 2022
Re: Agenda Item

Attached, you will find an agenda item to allow the transfer of funds from object codes in the 6400 range to object codes in the 6800 range. For capital improvement projects, object codes 6413, 6419, and 6485 have long been used for engineering, professional services, and construction. Recent account changes resulted in new object codes 6822, 6823, and 6824 for capital-related engineering, professional services, and construction. The FY23 budget for various Public Works funds rolled over funds in the old object codes; those funds now need to be moved to the new object codes.

It is the recommendation that this item be approved. If you have any questions, 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) 960 1799
Facsimile (601) 960 1756

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

/s/ Catoria Martin, City Attorney

12.01.2022

#26

OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to repair two raw water pumps that failed at the O.B. Curtis Water Treatment Plant in early August 2022; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant,

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Delta Constructors, Inc.	\$195,062.69
<u>Lifter Up Crane Service LLC</u>	<u>\$ 4,800.00</u>
Total	\$199,862.69

Agenda Item No. 26
December 6, 2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/28/2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICE LLC AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation
3.	Who will be affected	City of Jackson Surface Water System Users
4.	Benefits	To ensure water quality for the citizens of Jackson.
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Surface Water System
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works – Water/Sewer Utilities Division Water Plant Operations and Maintenance Section
8.	COST	Delta Constructors. Inc. \$195,062.69 Lifter Up Crane Service LLC \$ 4,800.00 Total \$199,862.69
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Water Sewer Enterprise Fund
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ A A B E % W A I V E R y e s n o N / A



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: November 23, 2022
Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Delta Constructors, Inc. and Lifter Up Crane Service LLC for services rendered at the O.B. Curtis Water Treatment Plant. In early August, two raw water pumps failed at O.B. Curtis Water Treatment Plant. Due to the nature of the work required, Delta Constructors and Lifter Up Crane Service were brought in to remove the pumps with a crane then be sent off for repairs. The pumps were returned and reinstalled in September.

It is the recommendation of this office that this item be approved. If you have any questions, 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) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SERVICES FROM DELTA CONSTRUCTORS, INC. AND LIFTER UP CRANE SERVICES, LLC. AND AUTHORIZING PAYMENTS FOR WORK AT THE O.B. CURTIS WATER TREATMENT PLANT** is legally sufficient for placement in NOVUS Agenda.

/s/ Catoria Martin, City Attorney

12.01.2022

INVOICE

Delta Constructors, Inc.
P.O. Box 9545
Jackson, MS 39286-9545

Ph: 601-939-8732
Fax: 601-939-0867



Date: 9/29/2022
Invoice #: 22-2202
Terms:
P.O. #:
Req. No:

Bill To:

City of Jackson
200 South President
Jackson, MS 39201

Ship To:

Same

REF: O B Curtis Water Treatment Plant

Item	Description	Unit	Quantity	Unit Price	Amount
1	Invoice Labor & Equipment for August 8,9,10, and 15, 2022	LS	1	\$13,957.00	\$13,957.00
2	Invoice Labor & Equipment for September 10, 2022	LS	1	\$11,942.50	\$11,942.50
3	Invoice Labor & Equipment for September 12,15 and 16, 2022.	LS	1	\$17,219.38	\$17,219.38
4	Invoice for Labor & Equipment for September 23 and 26, 2022.	LS	1	\$8,060.00	\$8,060.00
5	Invoice for Pump Repair and Electrical	LS	1	\$143,883.81	\$143,883.81
Total Amount					\$195,062.69
					\$0.00

Vendor	Invoice #	Subtotal	Tax	Total Invoice
Tencarva	T110664	49,084.00	3,435.88	52,519.88
Tencarva	T110663	58,084.00	4,065.88	62,149.88
Cooper Electric	RI-1592	4,134.52	289.42	4,423.94
Cooper Electric	RI-1591	6,635.03	464.45	7,099.48
	Total	117,937.55	8,255.63	126,193.18
	15% M/U	17,690.63		
	Grand Total	143,883.81		143,883.81

Vendor	Invoice #	Subtotal	Tax	Total Invoice
Lifter Up	13855	1,950.00	0.00	1,950.00
Lifter Up	13867	2,462.50	0.00	2,462.50
Lifter Up	13856	1,650.00	0.00	1,650.00
	Total	6,062.50	0.00	6,062.50
	15% M/U	909.38		
	Grand Total	6,971.88		6,971.88

**JACKSON TERM BID WORK ORDER
EMERGENCY WATER PROJECT
O.B. CURTIS WATER TREATMENT PLANT**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
August 8, 2022 Total Time 5 hours					
7	Pickup Truck 5 each at 5 hours	25.0	HR	\$ 20.00	\$ 500.00
15	Small Incidental Tools 5 each at 5 hours	25.0	HR	\$ 23.00	\$ 575.00
27	Laborer - 7 each at 5 hours each	35.0	HR	\$ 39.00	\$ 1,365.00
28	Foreman - 2 ea at 5 hours each	10.0	HR	\$ 70.00	\$ 700.00
August 9, 2022 Total Time: 5 hours					
7	Pickup Truck 5 each at 5 hours	25.0	HR	\$ 20.00	\$ 500.00
15	Small Incidental Tools 5 each at 5 hours	25.0	HR	\$ 23.00	\$ 575.00
27	Laborer - 7 each at 5 hours each	35.0	HR	\$ 39.00	\$ 1,365.00
28	Foreman - 2 ea at 5 hours each	10.0	HR	\$ 70.00	\$ 700.00
***	Gooseneck Truck/Trailer	5.0	HR	\$ 120.00	\$ 600.00
August 10, 2022 Total Time: 5 hours					
7	Pickup Truck 5 each at 5 hours	25.0	HR	\$ 20.00	\$ 500.00
15	Small Incidental Tools 5 each at 5 hours	25.0	HR	\$ 23.00	\$ 575.00
21	Tractor with Lowboy	5.0	HR	\$ 285.00	\$ 1,425.00
27	Laborer - 7 each at 5 hours each	35.0	HR	\$ 39.00	\$ 1,365.00
28	Foreman - 2 ea at 5 hours each	10.0	HR	\$ 70.00	\$ 700.00
August 15, 2022 Total Time: 4 hours					
7	Pickup Truck 5 each at 4 hours	20.0	HR	\$ 20.00	\$ 400.00
15	Small Incidental Tools 5 each at 4 hours	20.0	HR	\$ 23.00	\$ 460.00
27	Laborer - 7 each at 4 hours each	28.0	HR	\$ 39.00	\$ 1,092.00
28	Foreman - 2 ea at 4 hours each	8.0	HR	\$ 70.00	\$ 560.00
TOTAL PROPOSAL:					\$ 13,957.00

SUBMITTED BY: DELTA CONSTRUCTORS, INC.

**JACKSON TERM BID WORK ORDER
EMERGENCY WATER PROJECT
O.B. CURTIS WATER TREATMENT PLANT**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
September 10, 2022 Total Time: 12.5 Hours					
7	Pickup Truck 5 ea. At 12.5 hours	62.5	HR	\$ 20.00	\$ 1,250.00
15	Small Incidental Tools 5 ea. At 12.5 hours	62.5	HR	\$ 23.00	\$ 1,437.50
27	Laborer - 9 each at 12.5 hours each	112.5	HR	\$ 39.00	\$ 4,387.50
28	Foreman - 2 ea at 12.5 hours each	25.0	HR	\$ 70.00	\$ 1,750.00
***	Electrician - 1 ea at 12.5 Hours each	12.5	HR	\$ 70.00	\$ 875.00
***	Crane - 1 ea at 10 hours each	1.0	LS	\$ 2,242.50	\$ 2,242.50

TOTAL PROPOSAL: \$ 11,942.50

SUBMITTED BY: DELTA CONSTRUCTORS, INC.

P.O. Box 9545, Jackson, MS 39286-9545

Joe H. Campbell, President

Date

Certificate of Responsibility No. 07487-MC



Invoice

Bill To

Date	Invoice #
09/10/2022	13855

Delta Constructors, Inc.
1977 Flowood Drive
Flowood, MS 39232

Payments & Billing Inquiries to:
Brian Pitts
Lifter Up Crane Service, LLC
695 Pearl Park Plaza, Suite A
Pitts@LifterUp.com
601.503.6681
<http://www.lifterup.com/>



Job # 7902
Approved

P.O. No.	Terms
OB Curtis Set 09.15.2022	Due on receipt

Description	Quantity	Hourly Rate	Amount
OB Curtis Set 09.15.2022. Offload pump and two motors. Set pump and one motor in place. One motor set below structure for storage. 75 Ton Crane, Standard Rigging Hardware, and Operator per hour portal to portal, minimum 1 hour travel to site, 4-hour min on site, and min 1 hour travel from site. Crane ported out and in time 07:00- 11:15. Radius 83	6	255.00	1,530.00
Operator Weekend Set Fee	1	300.00	300.00
Mississippi Department of Transportation oversize and weight permit for crane.	1	120.00	120.00
Total			\$1,950.00

Additional Information:
Rates are per hour and time is billed portal to portal (from our office and back to our office). Crane rates include operator, crane and standard rigging. Prices are based on standard hours of operation (Monday-Friday 7:00 am to 3:30pm). Overtime rates (additional \$25/man hour) apply outside the standard hours of operation, over 8 hours per day, on Saturdays, or on night shifts, except where otherwise noted. Double time rates (additional \$50/man hour) apply on Sundays and Holidays. All federal, state, and local taxes, licenses, and permits are extra. A two (2) hour minimum shall apply Monday through Friday, and four (4) hour minimum for Saturday, Sunday, Special Shift, & Holidays. Rigging of Job is \$100, rigging and billing of each additional HVAC from the one unit included in the minimum 2 hours is \$20 each. Customer responsible for approval of rigging and any damage caused during the lift from rigging.

**JACKSON TERM BID WORK ORDER
EMERGENCY WATER PROJECT
O.B. CURTIS WATER TREATMENT PLANT**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
September 12, 2022 Total Time 3 hours					
7	Pickup Truck 4 each at 3 hours	12.0	HR	\$ 20.00	\$ 240.00
15	Small Incidental Tools 4 each at 3 hours	12.0	HR	\$ 23.00	\$ 276.00
27	Laborer - 7 each at 3 hours each	21.0	HR	\$ 39.00	\$ 819.00
28	Foreman - 2 ea at 3 hours each	6.0	HR	\$ 70.00	\$ 420.00
***	Electrician - 1 ea at 2 hours each	2.0	HR	\$ 70.00	\$ 140.00
***	Crane - 1 LS	1.0	LS	\$ 1,897.50	\$ 1,897.50
September 15, 2022 Total Time 7 hours					
7	Pickup Truck 4 each at 7 hours	28.0	HR	\$ 20.00	\$ 560.00
15	Small Incidental Tools 4 each at 7 hours	28.0	HR	\$ 23.00	\$ 644.00
27	Laborer - 7 each at 7 hours each	49.0	HR	\$ 39.00	\$ 1,911.00
28	Foreman - 2 ea at 7 hours each	14.0	HR	\$ 70.00	\$ 980.00
***	Electrician - 1 ea at 7 hours each	7.0	HR	\$ 70.00	\$ 490.00
***	Crane - 1 LS	1.0	LS	\$ 2,831.88	\$ 2,831.88
September 16, 2022 Total Time 7 hours					
7	Pickup Truck 4 each at 7 hours	28.0	HR	\$ 20.00	\$ 560.00
15	Small Incidental Tools 4 each at 7 hours	28.0	HR	\$ 23.00	\$ 644.00
21	Tractor with Lowboy	5.0	HR	\$ 285.00	\$ 1,425.00
27	Laborer - 7 each at 7 hours each	49.0	HR	\$ 39.00	\$ 1,911.00
28	Foreman - 2 ea at 7 hours each	14.0	HR	\$ 70.00	\$ 980.00
***	Electrician - 1 ea at 7 hours each	7.0	HR	\$ 70.00	\$ 490.00

TOTAL PROPOSAL: \$ 17,219.38

SUBMITTED BY: DELTA CONSTRUCTORS, INC.

P.O. Box 9545, Jackson, MS 39286-9545



695 Pearl Park Plaza, Pearl, MS 39208

Invoice

Bill To

Delta Constructors, Inc.
1977 Flowood Drive
Flowood, MS 39232

Date	Invoice #
09/12/2022	13856

Payments & Billing inquiries to:
Brian Pitts
Lifter Up Crane Service, LLC
695 Pearl Park Plaza, Suite A
Pitts@LifterUp.com
601.503.5881
<http://www.lifterup.com/>



2202
[Handwritten signature]

P.O. No.	Terms
OB Curtis Mon 09.12.2022	Due on receipt

Description	Quantity	Hourly Rate	Amount
OB Curtis Sat 09.15.2022. Offload pump and two motors. Set pump and one motor in place. One motor set below structure for storage. 75 Ton Crane, Standard Rigging Hardware, and Operator per hour portal to portal, minimum 1 hour travel to site, 4-hour min on site, and min 1 hour travel from site. Crane ported out and in time 06:30- 10:45. Radius 63	6	255.00	1,530.00
Mississippi Department of Transportation oversize and weight permit for crane	1	120.00	120.00
Total			\$1,650.00

Additional Information:

Rates are per hour and time is billed portal to portal (from our office and back to our office). Crane rates include operator, crane and standard rigging. Prices are based on standard hours of operation (Monday-Friday 7:00 am to 3:30pm). Overtime rates (additional \$25/man hour) apply outside the standard hours of operation, over 8 hours per day, on Saturdays, or on night shifts, except where otherwise noted. Double time rates (additional \$50/man hour) apply on Sundays and Holidays. All federal, state, and local taxes, licenses, and permits are extra. A two (2) hour minimum shall apply Monday through Friday, and four (4) hour minimum for Saturday, Sunday, Special Shift, & Holidays. Rigging of Job is \$100, rigging and billing of each additional HVAC from the one unit included in the minimum 2 hours is \$20 each. Customer responsible for approval of rigging and any damage caused during the lift from rigging.





Invoice

Bill To

Delta Constructors, Inc.
1977 Flowood Drive
Flowood, MS 39232

Date	Invoice #
09/15/2022	13867

Payments & Billing Inquiries to:
Brian Pitts
LifterUp Crane Service, LLC
695 Pearl Park Plaza, Suite A
Pitts@LifterUp.com
601.503.6881
<http://www.lifterup.com/>



[Handwritten signatures and initials]

P.O. No.	Terms
OB Curtis thur 09.15.2022	Due on receipt

Description	Quantity	Hourly Rate	Amount
OB Curtis Thursday afternoon and evening. Offload two pumps and install one pump, standby to see if pump starts and if second pump will be installed. 75 Ton Crane, Standard Rigging Hardware, and Operator per hour portal to portal, minimum 1 hour travel to site, 4-hour min on site, and min 1 hour travel from site. Crane ported out and in time 11:15-10:45. Radius 57	8.50	255.00	2,167.50
Mississippi Department of Transportation oversize and weight permit for crane	1	120.00	120.00
Operator Overtime that exceeds 8 Hour shift	5	35.00	175.00
Total			\$2,462.50

Additional information:
Rates are per hour and time is billed portal to portal (from our office and back to our office). Crane rates include operator, crane and standard rigging. Prices are based on standard hours of operation (Monday-Friday 7:00 am to 3:30pm). Overtime rates (additional \$25/min hour) apply outside the standard hours of operation, over 8 hours per day, on Saturdays, or on night shifts, except where otherwise noted. Double time rates (additional \$50/min hour) apply on Sundays and Holidays. All federal, state, and local taxes, licenses, and permits are extra. A two (2) hour minimum shift apply Monday through Friday, and four (4) hour minimum for Saturday, Sunday, Special Shift, & Holidays. Rigging of lift is \$100, rigging and lifting of each additional HVAC from the one unit included in the minimum 2 hours is \$20 each. Customer responsible for approval of rigging and any damage caused during the lift from rigging.

**JACKSON TERM BID WORK ORDER
EMERGENCY WATER PROJECT
O.B. CURTIS WATER TREATMENT PLANT**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
September 23, 2022 Total Time 10 hours					
7	Pickup Truck 4 each at 10 hours	40.0	HR	\$ 20.00	\$ 800.00
15	Small Incidental Tools 4 each at 10 hours	40.0	HR	\$ 23.00	\$ 920.00
27	Laborer - 7 each at 10 hours each	70.0	HR	\$ 39.00	\$ 2,730.00
28	Foreman - 2 ea at 10 hours each	20.0	HR	\$ 70.00	\$ 1,400.00
***	Electrician - 1 ea at 8 hours each	8.0	HR	\$ 70.00	\$ 560.00
September 26, 2022 Total Time 2 hours					
7	Pickup Truck 4 each at 2 hours	8.0	HR	\$ 20.00	\$ 160.00
15	Small Incidental Tools 4 each at 2 hours	8.0	HR	\$ 23.00	\$ 184.00
27	Laborer - 7 each at 2 hours each	14.0	HR	\$ 39.00	\$ 546.00
28	Foreman - 2 ea at 2 hours each	4.0	HR	\$ 70.00	\$ 280.00
***	Gooseneck Truck & Trailer - 1 ea at 4 hour	4.0	HR	\$ 120.00	\$ 480.00

TOTAL PROPOSAL: \$ 8,060.00

SUBMITTED BY: DELTA CONSTRUCTORS, INC.

P.O. Box 9545, Jackson, MS 39286-9545

Joe H. Campbell, President

Date

Certificate of Responsibility No. 07487-MC

**JACKSON TERM BID WORK ORDER
EMERGENCY WATER PROJECT
O.B. CURTIS WATER TREATMENT PLANT**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
PUMP REPAIRS					
1	Repair US Electric 620496/T10T0080510R-R1 HP: 60 RPM:1185 ID#:E1745 Repairs made by: Cooper Electric rewind, bearing Kit, Oil, New Sight Glass, machine work disassemble/reassemble; test and paint				
2	Repair US Electric 620496/T10T0080510R-R2 HP: 60 RPM:1185 ID#:E1746 Repairs made by: Cooper Electric Dismantle; steam clean, inspect, test widings, hypot and surge test stator windings, DIP & Bake Stator, MIC and record record Mech. Fits, install new bearings, assemble test run & record all data, paint and complete				
3	Peerless 18MF Vertical Turbine Conv Raw Pump #4 8MGD Repairs made by: Tencarva Make new shafts, new shaft tubes, new cutlass bearings, column realignments, new wear rings, new stuffing box, new brass bushings for suction bell, diassemble/clean/inspect, MIC all fits, sandblast, paint, reassemble and test and do field start up				
4	Peerless 18MF Vertical Turbine Conv Raw Pump #2 8MGD Repairs made by: Tencarva Make new shafts, new shaft tubes, new cutlass bearings, column realignments, new wear rings, new stuffing box, new brass bushings for suction bell, diassemble/clean/inspect, MIC all fits, sandblast, paint, reassemble and test and do field start up				

TOTAL INVOICE: \$ 143,883.81

SUBMITTED BY: DELTA CONSTRUCTORS, INC.



Invoice

Customer Number 1

Invoice Number

C30106

RI-1592

Contact

Order Date

Shipped Date

Invoice Date

8/11/2022

9/9/2022

9/9/2022

Bill To

Delta Constructors, Inc
PO Box 4545
Jackson, MS 39286

Ship To

Delta Constructors, Inc
PO Box 4545
Jackson, MS 39286

Ship Via

Terms

Received By

Customer PO

Original Order #

Best Way

Net 30

R1728

ID#E1748
Motor-Make US Electric
Motor-Model 620496/110T008510R-2
Motor-Serial # Na
HP 50

HP Unit HP
RPM 1185
1 OR 3 Phase 3
Frame 404VP TE
Enclosure TEFC

Connected Volt. 460
Connected Amp. 75
Configuration Vertical
Coupling Yes
Sheave No

Product ID	Qty	Ship	Description	Sales Price	Total
					4,134.52

MINOR AC MOTOR REPAIR:
DISMANTLE, STEAM CLEAN, AND INSPECT. ELECTRICALLY TEST WINDINGS. HYPOT AND SURGE TEST STATOR WINDINGS. DIP AND BAKE STATOR, MIC AND RECORD ALL MECHANICAL FITS. INSTALL NEW BEARINGS. ASSEMBLE, TEST RUN AND RECORD ALL DATA. PAINT AND COMPLETE.



Motor & Pump Sales & Service
 200 Kador Street - Richmond, MS - 39202
 (601) 939-6497

Invoice

Customer Number

C30106

Invoice Number

RI-1591

Contact

Order Date

8/11/2022

Shipped Date

9/9/2022

Invoice Date

9/9/2022

Bill To

Delta Constructors, Inc
 PO Box 4545
 Jackson, MS 39286

Ship To

Delta Constructors, Inc
 PO Box 4545
 Jackson, MS 39286

Ship Via

Best Way

Terms

Net 30

Received By

Customer PO

Original Order #

R1727

ID: E1745

Motor-Make US Electric

Motor-Model 8204967

T10T0080510R - R 1

Motor-Serial # Na

HP 60

HP Unit HP

RPM 1185

1 OR 3 Phase 3

Frame 404VP TE

Enclosure TEFC

Connected Volt. 460

Connected Amp. 75

Configuration Vertical

Coupling Yes

Sheave No

Product ID	Qty	Ship	Description	Sales Price	Total
MAJOR AC MOTOR REPAIR: Rewind Bearing Kit Oil New Sight Glass Machine Work Disassemble Clean & Inspect Parts Reassemble, Test & Paint					6,635.03



Order Confirmation

Order Number: T110684	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 09/28/2022	Phone: (C) 601-278-9911 (O) 601-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: abaxter@tencarva.com
		Branch: MS BROOKHAVEN

Customer Address:
 DELTA CONSTRUCTORS INC TAXABLE
 ATTN ACCOUNTS PAYABLE
 PO BOX 9545
 JACKSON MS 39286

Delivery Address:
 DELTA CONSTRUCTORS INC
 1977 FLOWOOD DR
 FLOWOOD MS 39232

Terms of Payment: Net 30	Contact Name:
Terms of Delivery: FOB SHIPPING POINT	Customer Phone:
Ship Via: SALESMAN DELIVERY	Customer Email:
Delivery Terms:	
Location:	
Label Note:	

Pos	Part No / Description	Planned Del Date	QTY	UOM	Price	Net Amount
1	TMC SERVICE PEERLESS 18MP VERTICAL TURBINE REPAIR, CONV. RAW PUMP #2 8MGD	08/29/2022	1	EA	49,084.00	49,084.00

- UPON DISASSEMBLY AND INSPECTION, FOUND THE FOLLOWING:
- SUCTION BELL WAS FOUND WITH THE BRONZE BEARING WORN SO BAD IT WAS GONE.
 - RUST BUILD UP ON THE OUTSIDE OF THE PUMP.
 - STUFFING BOX HAS RUST BUILD UP AND PITTING FROM RUST.
 - SHAFT PIPE HAD BUSTED THE LENGTH OF THE SECTION.
 - REGISTER FITS ARE OUT OEM RECOMMEND TOLERANCES.
 - STUFFING BOX BRASS BUSHINGS SHOW SIGNS OF WEAR.
 - BELL BRASS BUSHING SHOWS SIGNS OF WEAR.
 - BELL BRASS WEAR RING SHOWS SIGNS OF WEAR.
 - IMPELLER KEY SHOWS SIGNS OF WEAR.
 - LINE SHAFTS FITS ARE OUT OEM RECOMMEND TOLERANCES.
 - PUMP SHAFT WAS FOUND BROKEN IN HALF.
 - TUB CONNECTORS HAD TO BE CUT OFF DUE TO BEING SEIZED RUSTED TOGETHER.
 - CUTLASS BEARINGS SHOW SIGNS OF WEAR.

- WORK SCOPE:
- MAKE NEW SHAFTS.
 - MAKE NEW SHAFT TUBES.
 - MAKE NEW CUTLASS BEARINGS.
 - MACHINE COLUMN FITS BACK TO OEM TOLERANCES.
 - MAKE NEW WEAR RINGS.
 - MAKE NEW STUFFING BOX.



Order Confirmation

Order Number: T110664	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 09/28/2022	Phone: (C) 601-278-8911 (O) 601-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: abaxter@tencarva.com
		Branch: MS BROOKHAVEN

Sub Total: 49,084.00

Total Tax: 3,435.88

Gross Total: 52,519.88



Order Confirmation

Order Number: T110684	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 09/28/2022	Phone: (C) 601-278-9911 (O) 601-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: sbaxter@tencarva.com
		Branch: MS BROOKHAVEN

Terms and Conditions

Tencarva Machinery Company ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection with the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.
2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guarantees, express or implied, are made by Tencarva except as specifically provided herein.
3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.
4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, ~~retent infringement claims~~



Order Confirmation

Order Number: T110663	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 08/27/2022	Phone: (C) 601-278-8911 (O) 601-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: abaxter@tencarva.com
		Branch: MS BROOKHAVEN

Customer Address:
 DELTA CONSTRUCTORS INC TAXABLE
 ATTN ACCOUNTS PAYABLE
 PO BOX 9545
 JACKSON MS 39286

Delivery Address:
 DELTA CONSTRUCTORS INC
 1977 FLOWOOD DR
 FLOWOOD MS 39232

Terms of Payment: Net 30	Contact Name: Customer Phone: Customer Email:
Terms of Delivery: FOB SHIPPING POINT	
Ship Via: SALESMAN DELIVERY	
Delivery Terms	
Location:	
Label Note:	

Pos	Part No / Description	Planned Del Date	QTY	UOM	Price	Net Amount
1	TMC SERVICE PEERLESS 18MF VERTICAL TURBINE REPAIR CONV. RAW PUMP #4 8MGD	08/29/2022	1	EA	58,084.00	58,084.00

- (AS FOUND / EVALUATION)
 UPON DISASSEMBLY AND INSPECTION, FOUND THE FOLLOWING:
- SUCTION BELL HAS A PIECE BROKE OFF.
 - RUST BUILD UP ON THE OUTSIDE OF THE PUMP.
 - STUFFING BOX HAS RUST BUILD UP AND PITTING FROM RUST.
 - SHAFT PIPE HAD BUSTED THE LENGTH OF THE SECTION.
 - REGISTER FITS ARE OUT OEM RECOMMEND TOLERANCES.
 - STUFFING BOX BRASS BUSHINGS SHOW SIGNS OF WEAR.
 - BELL BRASS BUSHING SHOWS SIGNS OF WEAR.
 - BELL BRASS WEAR RING SHOWS SIGNS OF WEAR.
 - IMPELLER KEY SHOWS SIGNS OF WEAR.
 - LINE SHAFTS FITS ARE OUT OEM RECOMMEND TOLERANCES.
 - PUMP SHAFT FITS ARE OUT OEM RECOMMEND TOLERANCES.
 - TUB CONNECTORS HAD TO BE CUT OFF DUE TO BEING SEIZED RUSTED TOGETHER.
 - CUTLASS BEARINGS SHOW SIGNS OF WEAR.

- WORK SCOPE:
- MAKE NEW SHAFTS.
 - MAKE NEW SHAFT TUBES.
 - MAKE NEW CUTLASS BEARINGS.
 - MACHINE COLUMN FITS BACK TO OEM TOLERANCES.
 - MAKE NEW WEAR RINGS.



Order Confirmation

Order Number: T110663	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 09/27/2022	Phone: (C) 801-278-9911 (O) 801-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: abaxter@tencarva.com
		Branch: MS BROOKHAVEN

Pos	Part No / Description	Planned Del Date	QTY	UOM	Price	Net Amount
-----	-----------------------	------------------	-----	-----	-------	------------

INITIAL OBSERVATIONS:

THE PUMP LOOKED GOOD COSMETICALLY. FOUND THE ADJUSTMENT NUT AND ACME THREADS ON THE PUMP SHAFT TO HAVE SOME DAMAGE. FOUND THE IMPELLER WOULD SLIDE ON THE SHAFT.

INSPECTION FINDINGS:

WE HAD TO WRENCH THE ADJUSTMENT NUT OFF THE SHAFT. FOUND THE ACME THREADS TO BE DAMAGED AFTER THE NUT WAS REMOVED. THE BELL WAS REMOVED, AND WE FOUND THE IMPELLER KEEPER ON THE BACK SIDE OF THE IMPELLER TO BE SHEARED OFF. THIS WAS THE CAUSE OF THE IMPELLER SLIDING ON THE SHAFT. AS WE DISASSEMBLED THE PUMP NO DAMAGE WAS FOUND WITH THE SHAFTS, COUPLINGS, TUBES, OR BEARINGS. WE CONCLUDED THAT THE DAMAGE HAPPENED WHEN THE ROTATION ON THE MOTOR WAS CHECKED. AS THE MOTOR WAS RUNNING IN THE CORRECT LH ROTATION, THE COUPLING CONTACTED THE ADJUSTMENT NUT ON THE PUMP SHAFT. THE ADJUSTMENT NUT IS RH. THIS CAUSED THE ADJUSTMENT NUT TO BACK OFF THE PUMP SHAFT UNTIL IT CONTACTED THE MOTOR SHAFT. AT THIS POINT AS THE ADJUSTMENT CONTINUED TO TURN ON THE PUMP SHAFT IT PUT THE PUMP SHAFT AT THE IMPELLER IN A BIND SHEARING THE IMPELLER KEEPER ON THE BACK SIDE OF THE IMPELLER AND BOTTOMED THE IMPELLER SHAFT OUT IN THE BELL. THE PUMP NOISES HEARD UPON STARTUP WAS THE IMPELLER SPINNING ON THE WEAR PLATE IN THE IMPELLER BOWL. FORTUNATELY, THE ONLY DAMAGE WAS TO THE ADJUSTMENT NUT, THE ACME THREADS ON THE PUMP SHAFT AND THE IMPELLER KEEPER.

WORK SCOPE:

- MAKE NEW IMPELLER KEEPER
- MACHINE SKIM CUT THREADS ON ADJUSTMENT NUT
- MACHINE THE ACME THREADS ON THE PUMP SHAFT
- LABOR TO DISASSEMBLE, INSPECT, MACHINE, REASSEMBLE AND TEST BEFORE DELIVERY.

Sub Total: 58,084.00

Total Tax: 4,065.88

Gross Total: 62,149.88



Order Confirmation

Order Number: T110683	Order Date: 08/15/2022	Sales Engineer: AUSTIN BAXTER
Customer Number: 104502	Confirmation Date: 09/27/2022	Phone: (C) 801-278-0911 (O) 801-823-0510
PO Number: TO FOLLOW	Order Contact: FRANK RITTENHOUSE	Email: sbaxter@tencarva.com
		Branch: MS BROOKHAVEN

Terms and Conditions

Tencarva Machinery Company ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection with the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.
2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.
3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.
4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith including without limitation, contract, tort, and all other claims.

10/10/22, 2:02 PM

Mail - Annette Hill - Outlook

OB Curtis Water Treatment Plant
City of Jackson.
100 OB Curtis Drive
Ridgeland, MS 39157

Terms

Due on receipt

75T Hourly - B

\$1,170.00

Tuesday August 9, 2022. OB Curtis Water Treatment Plant. Pulled Pump #2 Crane ordered ASAP Mary Carter 601-624-5911 6:43 am August 9, 2022 Crane, Standard Rigging Hardware, and Operator per hour portal to portal, minimum 1 hour travel to site, 4-hour min on site, and min 1 hour travel from site. Crane out and in time 11:00-16:30. Radius 45. Smaller Crane used, but bigger crane made run to County Line Rd nearby and awaited. Larger Crane should have been used.

6 X \$195.00

Permit MDOT

\$150.00

Tuesday August 9, 2022 Mississippi Department of Transportation oversize and weight permit for crane

1 X \$150.00

75T Hourly

\$1,590.00

Wednesday August 10, 2022. Pulled Pump #4 from east side. Crane ordered Via

10/10/22, 2:02 PM

Mail - Annette Hill - Outlook

Wednesday August 10, 2022 Mississippi Department of Transportation oversize and weight permit for crane

1 X \$150.00

75T Hourly **\$1,590.00**

Monday August 15, 2022. Crane arrived to lift pump, crane on stand by till decision made not to lift pump. Crane ordered Via Delta Constructors 601 808-1415 Monday August 12, 2022. Crane, Standard Rigging Hardware, and Operator per hour portal to portal, minimum 1 hour travel to site, 4-hour min on site, and min 1 hour travel from site . Crane ported out and in time 07:30-10:30 . Radius 0

6 X \$265.00

Permit MDOT **\$150.00**

Monday August 15, 2022. Mississippi Department of Transportation oversize and weight permit for crane

1 X \$150.00

Total **\$4,800.00**

Balance due **\$4,800.00**

OB Curtis Water Works

10/10/22, 2:02 PM

Mail - Annette Hill - Outlook

Lifter Up Crane Service LLC
695 PEARL PARK PLZ PEARL, MS 39208 US
(601) 503-5661 pitts@lifterup.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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10/10/22, 2:02 PM

Mail - Annette Hill - Outlook

Past Due - Invoice 13791 from Lifter Up Crane Service LLC

Lifter Up Crane Service LLC <quickbooks@notification.intuit.com>

Mon 10/10/2022 2:00 PM

To: Annette Hill <ahill@city.jackson.ms.us>; Mary D. Carter <mdcarter@city.jackson.ms.us>

INVOICE 13791 DETAILS

Lifter Up Crane Service LLC

DUE 08/09/2022

\$4,800.00

Review and pay

Powered by QuickBooks

Dear City of Jackson.,

Attached is your invoice for the crane work performed. You may send a check or click on the "Review and pay" button to pay with encrypted bank account info. We can also turn on the credit card payment feature if you are willing to pay the 3% card service fee. We appreciate the work entrusted to us and look forward working on your next lift.

#27

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF "RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES" IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB

WHEREAS, on November 16, 2021, Captain Rasean Thomas filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division against the City of Jackson, Mississippi and Fire Chief Willie Owens alleging First Amendment violations; and

WHEREAS, on November 15, 2022, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Rasean Thomas v. City of Jackson, and Willie Owens, in his Official and Individual Capacities*, Civil Action No.: 3:21-cv-740-DPJ-FKB; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE
Budgeted: ___yes___no
LEGAL
CAO
MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Agenda Item No. 27
December 6, 2022
(C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12/6/2022

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF "RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES" IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	Settlement of a certain claim involving the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD _____ CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department _____ Consultant _____	Office of the City Attorney
8.	COST	
9.	Source of Funding General fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	018.518.20-6722

10.	E. B.O. Participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____
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MEMORANDUM

To: City Council of Jackson, Mississippi

From: Catoria Martin, City Attorney
Claire Barker, Special Assistant to the City Attorney
Sheridan A. Carr, Deputy City Attorney

Date: November 30, 2022

Re: ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF "RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES" IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB

I. Brief Facts and Procedural History

On May 28, 2020, JFD Captain, Rasean Thomas, conducted an on-camera interview with local news outlets and the Clarion-Ledger newspaper regarding fire department personnel assignments and leave status associated with COVID-19 exposure. Captain Thomas expressed his concerns regarding the COVID-19 cleaning and sanitation procedures at Station 25 where he was assigned. When Captain Thomas gave his interview to the local media, he was on duty at Station 25. Notably, Captain Thomas is also the President of a local union, the International Association of Fire Fighters ("IAFF"), known locally as Local 87. Before speaking to the media, Captain Thomas changed out of his uniform into a t-shirt bearing the IAFF's insignia and walked across the street from Station 25 to conduct the interview. Captain Thomas claims that he spoke as the President of the Union; however, he was on duty for JFD at the time.

On June 1, 2020, Internal Affairs conducted an investigation into Captain Thomas based on two violations: 1) the JFD's Media Policy, and 2) the agreement between the City of Jackson and the Jackson Firefighters Union. On July 22, 2020, Captain Thomas was notified that the City intended to suspend him for five (5) shifts (10 days) without compensation. On July 29, 2020, a pre-suspension hearing was held on this issue, and on August 26, 2020, Captain Thomas was issued a suspension.

Captain Thomas appealed the disciplinary action to the Civil Service Commission; however, there has not been a ruling on his appeal. On November 16, 2021, Captain Thomas filed a lawsuit in federal court against the City and Fire Chief, Willie Owens alleging First Amendment violations.

II. Terms of the Settlement

On November 15, 2022, a settlement conference was held and the parties came to a settlement resolution, pending approval of the City Council. The terms of the agreement include: (1) payment of \$62,500.00 to Plaintiff; (2) Plaintiff will sign a full, final, and complete release of all claims against all Defendants; (3) this case will be dismissed with prejudice; (4) Plaintiff is responsible for payment of all liens, claims, and encumbrances arising from or related to Plaintiff's claims and alleged damages in this case, and Plaintiff shall hold harmless and indemnify Defendants for, from, and against any such liens, claims, and encumbrances; (5) Defendant City will rewrite the policy at issue in this case; and (6) Defendant City will remove Plaintiff's suspensions at issue in this case.

This settlement is reasonable as Plaintiff's original demand was \$136,208.22. If this matter proceeded to trial and/or the appellate process, the City's maximum exposure of liability would likely exceed \$200,000.00. Further, this settlement encompasses all of Plaintiff's claims against the City; therefore, Plaintiff's civil service appeal as well as his federal lawsuit are dismissed with prejudice. The parties understand that their agreement to the full, final, and complete settlement of this matter is contingent on the City Council's approval.



455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207
Telephone 601-960-1799
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON AND FIRE CHIEF WILLIE OWENS IN THE MATTER OF "RASEAN THOMAS V. CITY OF JACKSON AND WILLIE OWENS, IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES" IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:21-CV-740-DPJ-FKB is legally sufficient for placement in NOVUS Agenda

CLAIRE BARKER, *Special Assistant to the City Attorney*
Sheridan A. Carr, *Deputy City Attorney* SAC

12-1-22

DATE

#28

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS (ALL WARDS)

WHEREAS, on September 22, 2021, the City of Jackson received a Notice of Claim pursuant to Miss. Code Ann. § 11-46-11 asserting a claim for damages arising from allegations of lead poisoning; and

WHEREAS, the City of Jackson seeks legal representation from experienced attorneys with expertise and training to sufficiently protect the interest of the City of Jackson in the following lawsuits: *J.W. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-0066 and *P.R. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-00667; and

WHEREAS, Jones Walker LLP, specifically Clarence Webster III, and Kaytie M. Pickett, The Cochran Firm-Jackson, specifically Terris C. Harris, and Hawkins Law, PLLC, specifically John F. Hawkins, all have the expertise and training to protect the best interest of the City of Jackson in these lawsuits and any other matters concerning lead poisoning allegations; and

WHEREAS, it would be in the best interests of the City to enter into legal services agreements with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to perform all duties associated with representation of the City in these matters, for a term of December 21, 2021 to December 20, 2023.

IT IS, THEREFORE, ORDERED, that the Mayor be authorized to execute an agreement with Jones Walker LLP in an amount not to exceed \$330,000.00, The Cochran Firm-Jackson in an amount not to exceed \$100,000.00, and Hawkins Law, PLLC in an amount not to exceed \$100,000.00 to represent the City in the above referenced lawsuits.

Agenda Item No. 28
December 6, 2022
(C.Martin, Lumumba)

M E M O R A N D U M

OFFICE OF THE CITY ATTORNEY

Office of the City Attorney
(601) 960-1799

Confidential and Privileged

TO: Chokwe Lumumba, Mayor
FROM: Torri Martin, City Attorney
DATE: December 15, 2021

**RE: Legal Representation in Federal Litigation – Jones Walker LLP,
The Cochran Firm, & Hawkins Law, PLLC**

The City of Jackson, Mississippi seeks representation involving allegations of lead poisoning, specifically in the following lawsuits: *J.W. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-00666 and *P.R. v. The City of Jackson, Mississippi et al*, Civil Action No. 3:21-cv-00667, which requires legal expertise and training in federal litigation.

The City of Jackson, Mississippi seeks to protect its interest in these lawsuits and any other matters concerning lead poisoning. It would be in the best interests of the City to enter into agreements with Jones Walker, LLP, The Cochran Firm, & Hawkins Law, PLLC.

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 AGREEMENTS WITH JONES WALKER LLP, THE COCHRAN FIRM-JACKSON, & HAWKINS LAW, PLLC TO REPRESENT THE CITY IN CIVIL ACTION NO. 21-CV-663 AND 21-CV-667 MATTERS (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

/s/ Catoria Martin, City Attorney

12.01.2022

#29

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS, 2022

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the first official mention of December 25th as a holiday honoring Jesus' birthday appeared on an early Roman calendar from 336 A.D.; and

WHEREAS, the celebration of Christmas spread throughout the Western world over the next several centuries; in 1870, Christmas became a federal holiday; Christians throughout the world will celebrate this day; and

WHEREAS, Sunday, December 25, 2022, will be celebrated as a time for family to: gather, focus on the center of Christmas - -the birth of Jesus, prepare and share in fellowship and food; and

WHEREAS, as we celebrate this joyous season, may we embrace ways to love and serve humankind throughout the year; and

WHEREAS, we wish each citizen a safe, joyful and peaceful Christmas, filled with love.

NOW, THEREFORE BE IT RESOLVED, Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a very Merry Christmas.

SO RESOLVED, this the 6th day of December, 2022.

Agenda Item No.: 29
Date: December 6, 2022
BY: Stokes

#30

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2023

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the holiday, referred to as New Year, marks the end of the year and time to start afresh, make new and/or evaluate decisions as we prepare for 2023; the new year has not always been celebrated on January 1st and is not recognized in some cultures; and

WHEREAS, Sunday, January 1, 2023, will be celebrated as a time for family to gather, share a delightful meal, reflect on its journey and renew family commitment(s); and

WHEREAS, as the countdown to midnight begins, we admonish each person to take a moment to reflect, introspect and change or make new plans as we go forward into the New Year; and

WHEREAS, we encourage our citizens to relax, restore and recommit to investing our time and talents for the betterment of our family, community and city, Jackson; and

WHEREAS, we wish for each citizen a safe and fulfilling New Year.

NOW, THEREFORE BE IT RESOLVED, that Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a Happy New Year.

SO RESOLVED, this the 6th day of December, 2022.

Agenda Item No.: 30

Date: December 6, 2022

BY: Stokes

#31

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA
CELEBRATION

WHEREAS, the City of Jackson and the world pause to celebrate KWANZAA on December 26th through January 1st of each year; and

WHEREAS, the annual celebration is marked by community gatherings, cultural events and historical commemorations; and

WHEREAS, KWANZAA events are held nightly with each night being designated by a guiding principle: 1) Umoja (Unity), 2) Kujichagulia, 3) Ujima, 4) Ujamaa, 5) Nia, 6) Kuumba and 7) Imani; and

WHEREAS, the Jackson City Council promotes safety and expresses its hope for a positive and enlightening cultural experience for all.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi encourages the Citizens of the City of Jackson to have a safe, happy KWANZAA celebration.

SO RESOLVED, this the _____ day of December, 2022.

Agenda Item No. 31
Date: December 6, 2022
By: STOKES

#32

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOMMENDING THAT VIOLENT CRIMINAL CASES INVOLVING FELONS
WITH GUNS BE REFERRED TO THE OFFICE OF THE UNITED STATES
ATTORNEY FOR FEDERAL PROSECUTION AS A MATTER OF PUBLIC
POLICY IN THE CITY OF JACKSON

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the growing numbers of murders, homicides, and violent crimes resulting in innocent persons being caught in the crossfire and the ever-escalating numbers of persons who are losing their lives on the streets of the City of Jackson on a daily basis by violent crimes being committed by felons with guns must be addressed as a matter public policy; and

WHEREAS, the City of Jackson, being Mississippi's capital city, must be made a priority in the prosecution of such violent crimes committed by felons with guns in the manner of greatest possibility of federal redress by referring such matters to the Office of the United States Attorney for federal prosecution; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express a bold and decisive recommendation and declaration of being "sick and tired" of the criminal lawlessness and violent crimes committed by felons with guns currently being experienced in the streets of the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, that the City Council of Jackson, Mississippi hereby recommends that violent criminal cases involving felons with guns be referred to the Office of the United States Attorney for federal prosecution as a matter of public policy in the City of Jackson.

SO RESOLVED, this the _____ day of December, 2022.

Agenda Item # 32
Agenda Date: December 6, 2022
BY: STOKES

#33

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE 2023 REVEREND DR. MARTIN LUTHER KING, JR.
BIRTHDAY CELEBRATION OBSERVANCE**

WHEREAS, Reverend Dr. Martin Luther King, Jr was born January 15, 1929 and fell to the bullet of an assassin on April 4, 1968 which saddened hearts of people throughout the world; and

WHEREAS, the Reverend Dr. Martin Luther King, Jr. celebration shall be observed January, 2023 in Jackson, MS; and

WHEREAS, minister, Nobel Peace Prize recipient, civil and human rights drum major and leader, Reverend Dr. King, Jr. was at the helm of matchless efforts on behalf of the poor and disenfranchised in the United States and throughout the world; and

WHEREAS, the entire nation and world will join in the Reverend Dr. Martin Luther King, Jr. Birthday Celebration, 2023; we in Jackson, Mississippi will observe through: literary contests, Youth Day at the Mississippi State Capitol, church celebrations, choir performances, crowned by an enlightening Awards Banquet; the largest Martin Luther King, Jr. Observance Parade in the United States, January 14, 2023 and a Birthday Bash, January 16, 2023.

THEREFORE, IT IS HEREBY RESOLVED, that the City of Jackson is hereby authorized to support and join the Reverend Dr. Martin Luther, King, Jr. Birthday Celebration Observance, 2023.

SO RESOLVED, this the 6th day of December, 2022.

Agenda Item No. 33
Date: December 6, 2022
By; STOKES

#34

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the Mississippi Emergency Management Agency (MEMA) has opened the Building Resilient Infrastructure and Community (BRIC) grant program for municipalities and counties to apply as subapplicants to the Federal Emergency Management Agency (FEMA) for qualifying infrastructure projects; and

WHEREAS, a non-federal cost share of 30 percent must be identified for a BRIC grant application; and

WHEREAS, the State of Mississippi Drinking Water Revolving Loan Funds are an allowable source of matching funds for BRIC; and

WHEREAS, the City of Jackson intends to submit revised project budgets for the State of Mississippi Drinking Water Revolving Loan Funds, to include an allocation for the required BRIC non-federal cost share; and

WHEREAS, the governing authorities of the City of Jackson desire and wish to authorize the submission of applications for grant funding for qualifying water infrastructure projects; and

WHEREAS, the governing authorities, pursuant to the regulations of the BRIC grant program, also wish to designate representatives of the City of Jackson to execute the City's applications and to be the authorized representative of the City on the projects.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Jackson authorizes the submission of grant applications to the Mississippi Emergency Management Agency for the BRIC grant program.

BE IT FURTHER RESOLVED THAT the Mayor of the City of Jackson, Chokwe A. Lumumba, or the Interim Public Works Director, Jordan Hillman, are both authorized to execute one or more applications on behalf of the City of Jackson for funding through the BRIC grant program.

BE IT FURTHER RESOLVED THAT both the Mayor of the City of Jackson, Chokwe A. Lumumba, and the Interim Public Works Director, Jordan Hillman, are designated as authorized representatives for the projects for which the City of Jackson submits applications, each having full authority to act as the designated representative for any and all projects submitted on behalf of the City of Jackson for funding through the BRIC grant program.

Agenda Item No. 34
December 6, 2022
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 20, 2022
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Application to MEMA for FEMA's BRIC Grant Program
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All residents
4.	Benefits	Application for BRIC funds for a planning and design of Jackson's long-term water treatment facilities
5.	Schedule (beginning date)	Submittal deadline is December 1
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Various locations City wide.
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department
8.	COST	No cost to the City to apply.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	City DWSRF Funds (Fund 31)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___x___ AABE _____ % WAIVER yes ___ no ___ N/A ___x___ WBE _____ % WAIVER yes ___ no ___ N/A ___x___ HBE _____ % WAIVER yes ___ no ___ N/A ___x___ NABE _____ % WAIVER yes ___ no ___ N/A ___x___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: November 20, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda that authorizes submission of an application to FEMA through MEMA for the Building Resilient Infrastructure and Communities (BRIC) Grant Program. The Interim Public Works Director, working in conjunction with federal and state partners and the U.S. Water Alliance, has determined what projects are best suited for BRIC funds as well as determining what projects would be better funded through other funding mechanisms.

As a general reminder, the City can expend City State of Mississippi Drinking Water Revolving Loan Funds on qualifying projects and count the spent funds as match credit, which the City will do.

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) 960-1799
Facsimile (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY FOR THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT, TO ENABLE MATCHING FUNDS TO BE AVAILABLE, AND DESIGNATING AUTHORIZED REPRESENTATIVES OF THE CITY OF JACKSON TO RECEIVE ANY FUNDS AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney



Date

#35

ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance at the O.B. Curtis Water Treatment Plant; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the O.B. Curtis Water Treatment Plant,

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Allied Industrial Services	\$ 5,543.84
Bonner Analytical Testing Co. Inc.	\$ 17,078.40
Compressed Air Technologies, Inc.	\$ 31,082.05
C&J Plumbing & Mechanical, Inc.	\$ 50,874.33
Southern Fabricators, LLC	\$ 95,282.34
<u>United Rentals</u>	<u>\$ 80,213.31</u>
Total	\$280,073.27

Item # 35

Date: December 6, 2022

By: Hillman, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/18/2022
DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation	
3.	Who will be affected	City of Jackson Surface Water System Users	
4.	Benefits	To ensure water quality for the citizens of Jackson.	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Surface Water System	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works – Water/Sewer Utilities Division Water Plant Operations and Maintenance Section	
8.	COST	Allied Industrial Services \$ 5,543.84 Bonner Analytical Testing Co. Inc. \$ 17,078.40 C&J Plumbing & Mechanical, Inc. \$ 50,874.33 Compressed Air Technologies, Inc. \$ 31,082.05 Southern Fabricators, LLC \$ 95,282.34 United Rentals \$ 80,213.31 Total \$280,073.27	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water Plant Operations and Maintenance Budget (Enterprise Fund) 031.521.35.6419	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___	



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 23, 2022

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to five vendors for services rendered at the O.B. Curtis Water Treatment Plant. Bonner Analytical performed water sampling and testing in mid-August during the system-wide boil water notice prior to the water system emergency declaration on August 30. The other four vendors provided various maintenance work during the spring and summer.


It is the recommendation of this office that this item be approved. If you have any questions, 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) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.

Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 

DATE

FLUID SOLUTIONS
BRANCH 62K
2110 HWY 49S
FLORENCE MS 39073
601-932-4916

210253891-002

Job Site

OB CURTIS WATER PLANT
100 OB CURTIS DR
RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 601-933-7188

5.1.1788 1 MB 0.512 23557S21.p01 411706 1-3 0



CITY OF JACKSON OB CURTIS WTP

PO BOX 17

JACKSON MS 39205-0017

Customer # : 3277397
Invoice Date : 09/22/22
Date Out : 08/31/22 11:26 AM
Billed Through : 09/28/22 00:00
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : 4000586195
Ordered By : RICHARD HARPER
Reserved By : JAMES WOMACK
Salesperson : JOSEPH MILNER

Invoice Amount: \$48,687.31

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	78HPU084TP	142HP TMSN 78HPU HYDRAULIC POWER UNIT Make: TPM Model: 78 HPU HYDRAULI. Serial: 78HPU-084 Meter out: 3041.00 Meter in: .00	325.00		975.00	2,925.00	2,925.00
2	545/0584	HOSE, HYD SET 78HPU STD	75.00		175.00	525.00	1,050.00
1	11451031	12" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S6300 Serial: 1BB581	186.03		575.95	1,727.84	1,727.84
4	540/2410	HOSE 12X20 OSD - FLANGED	136.96		398.04	1,195.19	4,780.76
1	545/9554	FITTING REDUCER 16" X 12"	35.00		95.00	275.00	275.00
3	545/2446	HDPE 90'S	42.00		126.00	378.00	1,134.00
1	11158126	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: TRANSCUBE Model: 20TCG-UR-12VFHK Serial: 20008149	117.86		270.14	770.78	770.78
1	11158137	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: TRANSCUBE Model: 20TCG-UR-12VFHK Serial: 20008355	117.86		270.14	770.78	770.78
1	11473794	142HP TMSN 78HPU HYDRAULIC POWER UNIT Make: THOMPSON Model: 78HPU Serial: 78HPU-095 Meter out: 1.00 Meter in: .00 Standby Pump	254.00		760.00	2,280.00	2,280.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
4	GASKET, DISCHARGE FLANGE [Q11-0000-433/THMPS]	9.800	EACH	39.20
1	DELIVERY RENTAL CONTRACT [DELIVERY/MCI] Emergency Overnight Hot shot pump head f rom Jupiter, Florida	2275.000	EACH	2,275.00
1	DELIVERY RENTAL CONTRACT [DELIVERY/MCI] Emergency Hotshot power unit from Panama City, Florida.	1225.000	EACH	1,225.00
32	LABOR [LABOR/MCI] Installation Charge - Two Techs,Foreman and Project Mgr.	132.000	EACH	4,224.00
16	LABOR [LABOR/MCI] Labor Overtime. Installation Charge. Two Techs, Foreman,Project Mgr.	198.000	EACH	3,168.00
875	DIESEL FUEL [DSL/MCI]	6.750	EACH	5,906.25

CONTINUED

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**4 WEEK BILLING
 INVOICE**

210253891-002

Job Site
 OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115
Office: 601-960-2730 **Cell:** 601-933-7188

Customer # : 3277397
Invoice Date : 09/22/22
Date Out : 08/31/22 11:26 AM
Billed Through : 09/28/22 00:00
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : 4000586195
Ordered By : RICHARD HARPER
Reserved By : JAMES WOMACK
Salesperson : JOSEPH MILNER

CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Invoice Amount: \$48,687.31

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

Qty	Item	Price	Unit of Measure	Extended Amt.
	Off Road Diesel - \$6.75 per gallon **Subject to change with current pricing 375 gallons delivered on 8/31/22 500 Gallons - Off Road Diesel Delivered on 9/2/22			
2	DELIVERY RENTAL CONTRACT Fuel Delivery charge - \$27 per trip Delivery of 375 Gallons 8/31/22 Delivery of 500 Gallons of Diesel Fuel 9/2/22	[DELIVERY/MCI] 27.000	EACH	54.00
1	LABOR Crane and Operator Installation 2 trips due to changing location of pump	[LABOR/MCI] 5979.500	EACH	5,979.50
1	DELIVERY RENTAL CONTRACT Hot shot Delivery of Stand by pump. Loaded on 9/7/22	[DELIVERY/MCI] 1362.200	EACH	1,362.20
755	DYED DIESEL Fill both tanks friday 9/9/22	[DYEDDSL/MCI] 6.500	EACH	4,907.50
1	DELIVERY RENTAL CONTRACT Fuel Delivery 9/9/22	[DELIVERY/MCI] 27.000	EACH	27.00
535	DYED DIESEL Fill tanks 155 gallons 9/10/22 380 gallons of dyed diesel 9/16/22	[DYEDDSL/MCI] 6.500	EACH	3,477.50
2	DELIVERY RENTAL CONTRACT Fuel Delivery of 155 gallons 9/10/22 Delivery of 380 gallons of dyed diesel 9/16/22	[DELIVERY/MCI] 27.000	EACH	54.00
1	DELIVERY CHARGE	137.000	EACH	137.00
1	PICKUP CHARGE	137.000	EACH	137.00
Sales/Misc Subtotal:				32,973.15
Agreement Subtotal:				34,396.06
Fuel:				14,291.25
Total:				48,687.31

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Billing period: 28 Days From 8/31/22 11:26 AM Thru 9/28/22 11:26 AM

CONTINUED

207432699-002

Job Site
 OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115
Office: 601-960-2730 **Cell:** 769-798-6890

3.1.10311 MB 0.512 82229S21.p01 260702 1-1 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Customer # : 3277397
Invoice Date : 07/30/22
Date Out : 06/15/22 07:53 AM
Billed Through : 08/10/22 00:00
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : BASIN
Ordered By : RICHARD HARPER
Reserved By : JOSEPH MILNER
Salesperson : JOSEPH MILNER

Invoice Amount: \$4,512.10

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4850
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	12JSC96ATP	PUMP 12" TMSN JSC ENV PRIME HH - DIESEL Make: TPM Model: 12JSCGDJDS90HM Serial: 12JSCG-196A Meter out: 9002.00 Meter in: .00		598.02	1,628.00	4,512.10	4,512.10

Rental Subtotal: 4,512.10
 Agreement Subtotal: 4,512.10
 Total: 4,512.10

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Billing period: 28 Days From 7/13/22 07:53 AM Thru 8/10/22 07:53 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



FLUID SOLUTIONS
 BRANCH 62K
 2110 HWY 49S
 FLORENCE MS 39073
 601-932-4916

**4 WEEK BILLING
 INVOICE**

207432699-003

Job Site

OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 769-798-6890

4.1.1025 1 MB 0.512 98294S21.p01 322321 1-1 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Customer #	: 3277397
Invoice Date	: 08/27/22
Date Out	: 06/15/22 07:53 AM
Billed Through	: 09/07/22 00:00
UR Job Loc	: 100 OB CURTIS DR, RI
UR Job #	: 3
Customer Job ID:	
P.O. #	: BASIN
Ordered By	: RICHARD HARPER
Reserved By	: JOSEPH MILNER
Salesperson	: JOSEPH MILNER

Invoice Amount: \$4,512.10

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4850
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	12JSC96ATP	PUMP 12" TMSN JSC ENV PRIME HH - DIESEL Make: TPM Model: 12JSCGDJDS90HM Serial: 12JSCG-196A Meter out: 9002.00 Meter in: .00	598.02		1,628.00	4,512.10	4,512.10

Rental Subtotal: 4,512.10
 Agreement Subtotal: 4,512.10
 Total: 4,512.10

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Billing period: 28 Days From 8/10/22 07:53 AM Thru 9/07/22 07:53 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

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207432699-004

Job Site

OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 601-933-7188

4.1.10161 MB 0.512 23700S21.p01 418286 1-1 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Customer # : 3277397
 Invoice Date : 09/24/22
 Date Out : 06/15/22 07:53 AM
 Billed Through : 10/05/22 00:00
 UR Job Loc : 100 OB CURTIS DR, RI
 UR Job # : 3
 Customer Job ID:
 P.O. # : BASIN
 Ordered By : RICHARD HARPER
 Reserved By : JOSEPH MILNER
 Salesperson : JOSEPH MILNER

Invoice Amount: \$4,512.10

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	12JSC96ATP	PUMP 12" TMSN JSC ENV PRIME HH - DIESEL Make: TPM Model: 12JSCGDJDS90HM Serial: 12JSCG-196A Meter out: 9002.00 Meter in: .00	598.02		1,628.00	4,512.10	4,512.10
Rental Subtotal:							4,512.10
Agreement Subtotal:							4,512.10
Total:							4,512.10

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Billing period: 28 Days From 9/07/22 07:53 AM Thru 10/05/22 07:53 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**RENTAL RETURN
 INVOICE**

210253891-003

Job Site
 OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115
Office: 601-960-2730 **Cell:** 601-933-7188

Customer # : 3277397
Invoice Date : 09/26/22
Rental Out : 08/31/22 11:26 AM
Rental In : 09/26/22 01:55 PM
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : 4000586195
Ordered By : RICHARD HARPER
Reserved By : JAMES WOMACK
Salesperson : JOSEPH MILNER

4.1.1288 1 MB 0.512 26662S21.p01 425740 1-2 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Invoice Amount: \$3,862.00

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	78HPU084TP	142HP TMSN 78HPU HYDRAULIC POWER UNIT Make: TPM Model: 78 HPU HYDRAULI Serial: 78HPU-084 Meter out: 3041.00 Meter in: 3584.90		325.00	975.00	2,925.00	
						Meter chg:	2,925.00
2	545/0584	HOSE, HYD SET 78HPU STD		75.00	175.00	525.00	N/C
1	11451031	12" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S6300 Serial: 1BB581		186.03	575.95	1,727.84	N/C
4	540/2410	HOSE 12X20 OSD - FLANGED		136.96	398.04	1,195.19	N/C
1	545/9554	FITTING REDUCER 16" X 12"		35.00	95.00	275.00	N/C
3	545/2446	HDPE 90'S		42.00	126.00	378.00	N/C
1	11158126	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: TRANSCUBE Model: 20TCG-UR-12VFHK Serial: 20008149		117.86	270.14	770.78	N/C
1	11158137	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: TRANSCUBE Model: 20TCG-UR-12VFHK Serial: 20008355		117.86	270.14	770.78	N/C
1	11473794	142HP TMSN 78HPU HYDRAULIC POWER UNIT Make: THOMPSON Model: 78HPU Serial: 78HPU-095 Meter out: 1.00 Meter in: 1.00 Standby Pump		254.00	760.00	2,280.00	N/C

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
130	BULK DYED DIESEL SALES 130 Gallons of Fuel 9/22/22	[BULKDYEDDSL/MCI] 7.000	EACH	910.00
1	DELIVERY RENTAL CONTRACT Delivery of 130 gallons of diesel 9/22/22	[DELIVERY/MCI] 27.000	EACH	27.00
Sales/Misc Subtotal:				937.00
Agreement Subtotal:				2,952.00
Fuel:				910.00
Total:				3,862.00

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Final Bill: -2 Days From 9/28/22 11:26 AM Thru 9/26/22 01:55 PM

CONTINUED

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals

FLUID SOLUTIONS

BRANCH 62K
2110 HWY 49S
FLORENCE MS 39073
601-932-4916

RENTAL RETURN INVOICE

212278382-001

Job Site

OB CURTIS WATER PLANT
100 OB CURTIS DR
RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 601-933-7188

5.1.1856 1 MB 0.512 44806S21.p01 518461 1-1 0



CITY OF JACKSON OB CURTIS WTP

PO BOX 17

JACKSON MS 39205-0017

Customer # : 3277397
Invoice Date : 10/28/22
Rental Out : 10/24/22 01:37 PM
Rental In : 10/27/22 08:34 AM
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : RICHARD
Ordered By : RICHARD HARPER
Reserved By : JAMES WOMACK
Salesperson : JOSEPH MILNER

Invoice Amount: \$1,012.54

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11395779	PUMP 6" VAC ASSIST - DIESEL Make: PREMIER Model: 6612T-RP-TD2.9 Serial: 255407 Meter out: 541.30 Meter in: 542.90 Pump was rolled - will be billed on sepe rate work order		239.00	704.00	2,113.00	704.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE			
1	PICKUP CHARGE	154.270	EACH	154.27
		154.270	EACH	154.27
			Rental Subtotal:	704.00
			Sales/Misc Subtotal:	308.54
			Agreement Subtotal:	1,012.54
			Total:	1,012.54

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
CELL#: 769-798-6890

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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FLUID SOLUTIONS
BRANCH 62K
2110 HWY 49S
FLORENCE MS 39073
601-932-4916

4 WEEK BILLING
INVOICE

207432699-005

Job Site

OB CURTIS WATER PLANT
100 OB CURTIS DR
RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 601-933-7188

4.1.985 1 MB 0.512 38936S21.p01 497161 1-1 0



CITY OF JACKSON OB CURTIS WTP
PO BOX 17
JACKSON MS 39205-0017

Customer # : 3277397
Invoice Date : 10/22/22
Date Out : 06/15/22 07:53 AM
Billed Through : 11/02/22 00:00
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : BASIN
Ordered By : RICHARD HARPER
Reserved By : JOSEPH MILNER
Salesperson : JOSEPH MILNER

Invoice Amount: \$4,512.10

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	12JSC96ATP	PUMP 12" TMSN JSC ENV PRIME HH - DIESEL Make: TPM Model: 12JSCGDJDS90HM Serial: 12JSCG-196A Meter out: 9002.00 Meter in: .00	598.02		1,628.00	4,512.10	4,512.10

Rental Subtotal: 4,512.10
Agreement Subtotal: 4,512.10
Total: 4,512.10

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
CELL#: 769-798-6890

Billing period: 28 Days From 10/05/22 07:53 AM Thru 11/02/22 07:53 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

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Job Site

OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 769-798-6890

4.1.10501 MB 0.482 61312S21.p01 177282 1-1 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Customer # : 3277397
 Invoice Date : 07/02/22
 Date Out : 06/15/22 07:53 AM
 Billed Through : 07/13/22 00:00
 UR Job Loc : 100 OB CURTIS DR, RI
 UR Job # : 3
 Customer Job ID:
 P.O. # : BASIN
 Ordered By : RICHARD HARPER
 Reserved By : JOSEPH MILNER
 Salesperson : JOSEPH MILNER

Invoice Amount: \$4,962.10

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4887
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	12JSC96ATP PUMP	12" TMSN JSC ENV PRIME HH - DIESEL Make: TFM Model: 12JSCGDJDS90HM Serial: 12JSCG-196A Meter out: 9002.00 Meter in: .00	598.02		1,628.00	4,512.10	4,512.10

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	225.000	EACH	225.00
1	PICKUP CHARGE	225.000	EACH	225.00
Sales/Misc Subtotal:				450.00
Agreement Subtotal:				4,962.10
Total:				4,962.10

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

Billing period: 28 Days From 6/15/22 07:53 AM Thru 7/13/22 07:53 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

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BRANCH L41
3895 UNDERWOOD DRIVE
FLOWOOD MS 39232
601-354-1500

RENTAL RETURN INVOICE

210327251-001

Job Site

OB CURTIS WATER PLANT
100 OB CURTIS DR
RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 769-798-6890

5.1.18411 MB 0.512 05315S21.p01 352508 1-1 0



CITY OF JACKSON OB CURTIS WTP
PO BOX 17
JACKSON MS 39205-0017

Customer # : 3277397
Invoice Date : 09/07/22
Rental Out : 09/02/22 09:00 AM
Rental In : 09/03/22 09:00 AM
UR Job Loc : 100 OB CURTIS DR, RI
UR Job # : 3
Customer Job ID:
P.O. # : MSDEPTHEALTH
Ordered By : RICHARD HARPER
Reserved By : CLEVEN HECKARD
Salesperson : CLEVEN HECKARD

Invoice Amount: \$1,060.14

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4946
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	11390307	FORKLIFT VARIABLE REACH 12000# 53' & UP Make: JCB Model: 512-56 S Serial: 3097290 Meter out: 284.70 Meter in: 288.80		692.94	1,909.90	4,618.19	692.94

SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.
Qty	Item			
7	DIESEL FUEL	[DSL/MCI] 9.600	EACH	67.20
1	DELIVERY CHARGE	150.000	EACH	150.00
1	PICKUP CHARGE	150.000	EACH	150.00
Rental Subtotal:				692.94
Sales/Misc Subtotal:				367.20
Agreement Subtotal:				992.94
Fuel:				67.20
Total:				1,060.14

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
CELL#: 769-798-6890

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

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BRANCH 42J
 1019 CENTRE POINTE BLVD
 PEARL MS 39208
 601-664-9995
 601-664-2160 FAX

RENTAL RETURN INVOICE

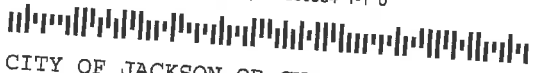
210206280-001

Job Site

OB CURTIS WATER PLANT
 100 OB CURTIS DR
 RIDGELAND MS 39157-1115

Office: 601-960-2730 Cell: 769-798-6890

4.1.1264 1 MB 0.512 09378S21.p01 380534 1-1 0



CITY OF JACKSON OB CURTIS WTP
 PO BOX 17
 JACKSON MS 39205-0017

Customer # : 3277397
 Invoice Date : 09/12/22
 Rental Out : 08/30/22 04:00 PM
 Rental In : 09/12/22 08:13 AM
 UR Job Loc : 100 OB CURTIS DR, RI
 UR Job # : 3
 Customer Job ID:
 P.O. # : MSDHEALTH
 Ordered By : RICHARD HARPER
 Reserved By : CLEVEN HECKARD
 Salesperson : CLEVEN HECKARD

Invoice Amount: \$2,580.82

Terms: Due Upon Receipt
 Payment options: Contact our credit office 704-916-4946
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	11285506	BOOM 65-70' TELESCOPIC Make: GENIE Model: S-65XC Serial: S65XCH-47592 Meter out: 439.70 Meter in: 465.10		433.76	1,102.06	2,666.79	2,204.12

SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.
Qty	Item			
1	DELIVERY CHARGE	188.350	EACH	188.35
1	PICKUP CHARGE	188.350	EACH	188.35
			Rental Subtotal:	2,204.12
			Sales/Misc Subtotal:	376.70
			Agreement Subtotal:	2,580.82
			Total:	2,580.82

COMMENTS/NOTES:

CONTACT: RICHARD HARPER
 CELL#: 769-798-6890

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 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

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Southern Fabricators, LLC
P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 21536KP

Date: 02/15/2022

Billed To: CITY OF JACKSON
AHILL@CITY.JACKSON.MS.US

Project: REBUILD & INSTALL 5HP SUBMERSIBLE

Terms: Due Upon Receipt

Order# R. HARPER

Description	Amount
REBUILD & INSTALL 5HP SUBMERSIBLE PUMP	4,857.00

Please make check payable to: Southern Fabricators, LLC
Thank you for your prompt payment!

Non-Taxable Amount:	4,857.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	4,857.00



Southern Fabricators, LLC
P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 22318KP

Date: 09/06/2022

Billed To: CITY OF JACKSON
AHILL@CITY.JACKSON.MS.US

Project: JULY 2022 BAR SCREENS OUTAGE SUPP

Terms: Due Upon Receipt

Order# 0000

R. HARPER

Description	Amount
JULY 2022 BAR SCREENS OUTAGE SUPPORT	47,564.42

Please make check payable to: Southern Fabricators, LLC
Thank you for your prompt payment!

Non-Taxable Amount:	47,564.42
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	47,564.42



Southern Fabricators, LLC

P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 22012KP

Invoice Date: 01/18/2022

To: C&J PLUMBING AND MECHANICAL
P.O. BOX 180280
RICHLAND MS 39218

Project: REPAIR UNDER GROUND WATER LINE @ OB CURTIS

Terms: DUE UPON RECEIPT

Customer PO# TERRY

Description	Amount
22012 REPAIR UNDER GROUND WATER LINE @ OB CURTIS	
40.000 Subcontract	
	Subtotal: 6,284.54
	Total: 6,284.54
	Total Charges: 6,284.54
	Invoice Total: 6,284.54

*Please make checks payable to Southern Fabricators, LLC
Thank You for your prompt payment!*



Southern Fabricators, LLC
 P. O. BOX 1567
 Brandon MS 39043
 (601) 824-8855

License:

Invoice

Invoice#: 22098KP

Invoice Date: 03/11/2022

To: C&J PLUMBING AND MECHANICAL
 P.O. BOX 180280
 RICHLAND MS 39218

Project: OB CURTIS REPAIR LEAKING PVC PIPE ON 2/23

Terms: DUE UPON RECEIPT

Customer PO# JEFF

R. HARPER

Description	Amount
22098 OB CURTIS REPAIR LEAKING PVC PIPE ON 2/23	
10.000 Misc Material	
	Subtotal: 38.15
20.000 Welder I-Labor	
	Subtotal: 900.00
	Total: 938.15
	Total Charges: 938.15
	Invoice Total: 938.15

*Please make checks payable to Southern Fabricators, LLC
 Thank You for your prompt payment!*



Southern Fabricators, LLC

P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 22118KP

Invoice Date: 04/21/2022

To: C&J PLUMBING AND MECHANICAL
P.O. BOX 180280
RICHLAND MS 39218

Project: OB CURTIS 12" WATER PUMP 3/8

Terms: DUE UPON RECEIPT

Customer PO# JEFF

Description	Amount
22118 OB CURTIS 12" WATER PUMP 3/8	
10.000 Misc Material	
20.000 Welder I-Labor	Subtotal: 18,898.92
21.000 Welder II-Labor	Subtotal: 3,075.00
30.000 Equipment Rental	Subtotal: 1,650.00
	Subtotal: 11,218.71
	Total: 34,842.63
	Total Charges: 34,842.63
	Invoice Total: 34,842.63

*Please make checks payable to Southern Fabricators, LLC
Thank You for your prompt payment!*



Southern Fabricators, LLC

P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 22217KP

Invoice Date: 05/24/2022

To: C&J PLUMBING AND MECHANICAL
P.O. BOX 180280
RICHLAND MS 39218

Project: OB CURTIS-PVC PIPING ASSISTANCE ON 5/12/22

Terms: DUE UPON RECEIPT

Customer PO# JEFF

Description	Amount
22217 OB CURTIS-PVC PIPING ASSISTANCE ON 5/12/22	
10.000 Misc Material	
	Subtotal: 23.10
20.000 Welder I-Labor	
	Subtotal: 525.00
21.000 Welder II-Labor	
	Subtotal: 247.50
	Total: 795.60
	Total Charges: 795.60
	Invoice Total: 795.60

*Please make checks payable to Southern Fabricators, LLC
Thank You for your prompt payment!*



Southern Fabricators, LLC

P. O. BOX 1567
Brandon MS 39043
(601) 824-8855

License:

Invoice

Invoice#: 22149KP

Invoice Date: 06/27/2022

To: C&J PLUMBING AND MECHANICAL
P.O. BOX 180280
RICHLAND MS 39218

Project: OB CURTIS-THOMPSON PUMP ROTARY VANE PUMP REPLACEMENT

Terms: DUE UPON RECEIPT

Customer PO# JEFF

Description	Amount
22149 OB CURTIS-THOMPSON PUMP ROTARY VANE PUMP REPLACEMENT	
40.000 Subcontract	

Subtotal:	5,217.03
Total:	5,217.03
Total Charges:	5,217.03
Invoice Total:	5,217.03

Please make checks payable to Southern Fabricators, LLC
Thank You for your prompt payment!

C & J Plumbing and Mechanical, Inc.

P O Box 180280

Richland, MS 39218

Ph 601-891-8627 Fax 601-891-8634

Email: office.cjp@bellsouth.net

Invoice

Date	Invoice #
4/1/2022	9143

Bill To
City of Jackson - OB Curtis

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Repair of underground water line at OB Curtis Water Treatment Plant (2/01/22)	4,661.61	4,661.61
Thank you for your business.			Total \$4,661.61

C & J Plumbing and Mechanical, Inc.

P O Box 180280

Richland, MS 39218

Ph 601-891-8627 Fax 601-891-8634

Email: office.cjp@bellsouth.net

Invoice

Date	Invoice #
4/1/2022	9155

Bill To
City of Jackson - OB Curtis

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	3 trips to check on sewer main in bathroom.	450.00	450.00
	Added sewer clean-out inside the bathroom	522.00	522.00
Thank you for your business.		Total	\$972.00

C & J Plumbing and Mechanical, Inc.

P O Box 180280

Richland, MS 39218

Ph 601-891-8627 Fax 601-891-8634

Email: office.cjp@bellsouth.net

Invoice

Date	Invoice #
5/10/2022	9233

Bill To
City of Jackson - OB Curtis

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Provided labor and materials and rental of 2 Hydraulic Pumps for emergency use. Installed sections of 12" and 8" diameter hose up to 40 feet in length. Includes multiple trips and Welder labor. Rental of equipment was provided for an extended length of time per Richard Harper.	38,326.89	38,326.89
Total			\$38,326.89

Thank you for your business.

C & J Plumbing and Mechanical, Inc.

P O Box 180280

Richland, MS 39218

Ph 601-891-8627 Fax 601-891-8634

Email: office.cjp@bellsouth.net

Invoice

Date	Invoice #
6/21/2022	9263

Bill To
City of Jackson - OB Curtis

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Welding labor on 05/12/22 per Richard Harper	914.25	914.25
Total			\$914.25

Thank you for your business.

C & J Plumbing and Mechanical, Inc.

P O Box 180280

Richland, MS 39218

Ph 601-891-8627 Fax 601-891-8634

Email: office.cjp@bellsouth.net

Invoice

Date	Invoice #
6/28/2022	9267

Bill To
City of Jackson - OB Curtis

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rete	Amount
	Furnished and installed new Thompson Rotary Vane Pump. 06/27/2022 per Richard Harper	5,999.58	5,999.58
Total			\$5,999.58

Thank you for your business.

Order
*** Duplicate ***



Page: 1
Order#: 124795
Ticket date: 9/2/22

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
ATTN: ROGER SANFORD
100 O B CURTIS DRIVE
RIDGELAND, MS 39157
601.960.2417

Customer #: JAC010 Ship date: Ship-via code:
Sls rep: 01-102 Location: MAIN Terms: Net 30 days
Send To: rharper@city.jackson.ms.us
Customer PO#: **NEED**

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	QPNC-127	NON CYCLING DRYER	3,555.72	EACH	3,555.72
1	QMF 125	Filter	496.34	EACH	496.34
1	QCF-125	COALESCING FILTER - .01 MICRON	496.34	EACH	496.34
1	2013800416	EDT-25	182.00	EACH	182.00
1	QWS 70	Moisture Separator	247.34	EACH	247.34

User: MSM

Total line items: 5

Order subtotal: 4,977.74
Tax amount: 0.00
Order total: 4,977.74
Order amt due: 4,977.74

Goods remain property of CAT Inc. until
payment is received. Past due accounts
subject to 1.5% svc. chg. per month and
all legal fees incurred in collections
of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218
Phone: 601-936-4887



Ticket #: 536194
 Ticket date: 11/17/22

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
 ATTN: ROGER SANFORD
 100 O B CURTIS DRIVE
 RIDGELAND, MS 39157
 601.960.2417

Customer #: JAC010 **Ship date:** **Ship-via code:**
Sls rep: 01-102 **Location:** MAIN **Terms:** Net 30 days
Sent Inv To: rharber@city.jackson.ms.us
Customer PO#: 4000595507

Quantity	Item #	Description	Price	Selling unit	Ext prc
-1	QPNC-127 Serial # ITJ576674	NON CYCLING DRYER	3,555.72	EACH	-3,555.72
-1	QMF 125	Filter	496.34	EACH	-496.34
-1	QCF-125	COALESCING FILTER - .01 MICRON	496.34	EACH	-496.34
-1	2013800416	EDT-25	182.00	EACH	-182.00
-1	QWS 70	MOISTURE SEPARATOR	247.34	EACH	-247.34

N
 Apply to invoice 535871. Will rebill a corrected invoice.

User: DR **Total line items:** 6 **Sale subtotal:** -4,977.74
Tax: 0.00
Total: -4,977.74

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



Please Remit To:
P.O. Box 180459
Richland, MS 39218



Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
ATTN: ROGER SANFORD
100 O B CURTIS DRIVE
RIDGELAND, MS 39157
601.960.2417

Customer #: JAC010 Ship date: Ship-via code:
Sls rep: 01-102 Location: MAIN Terms: Net 30 days
Send To: rharper@city.jackson.ms.us
Customer PO#: Req. PO# 09/25/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
		RENTAL PERIOD 09/02/2022 TO 10/01/2022			
		MODEL: SULLIVAN PALATEK 50UD			
		S/N: 07K041			

User: DR

Total line items: 2

Order subtotal: 2,150.00
Tax amount: 0.00
Order total: 2,150.00
Order amt due: 2,150.00

Goods remain property of CAT Inc. until
payment is received. Past due accounts
subject to 1.5% svc. chg. per month and
all legal fees incurred in collections
of the account.

Please Remit To:
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Richland, MS 39218
Phone: 601-936-4887

Order
*** Duplicate ***



Page: 1
Order#: 124931
Ticket date: 10/24/22

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
ATTN: ROGER SANFORD
100 O B CURTIS DRIVE
RIDGELAND, MS 39157
601.960.2417

Customer #: JAC010 **Ship date:** **Ship-via code:**
Sls rep: 01-102 **Location:** MAIN **Terms:** Net 30 days
Send To: rharper@city.jackson.ms.us
Customer PO#: Req. PO# 10/24/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
		RENTAL PERIOD 10/02/2022 TO 11/01/2022			
		MODEL: SULLIVAN PALATEK 50UD			
		S/N: 07K041			

User: DR

Total line items: 2

Order subtotal: 2,150.00
Tax amount: 0.00
Order total: 2,150.00
Order amt due: 2,150.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
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Richland, MS 39218
Phone: 601-936-4887



Ticket #: 535415
 Ticket date: 9/9/22
 Orig ord #: 251550

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annetts Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 768-798-6890
 Richard

Customer #: JAC010 Ship date:
 Sls rep: 01-102 Location: MAIN Ship-via code:
 Sent Inv To: rharper@city.jackson.ms.us Terms: Net 30 days
 Customer PO#: Req. PO# 04/13/22

Quantity	Item #	Description	Price	Selling unit	Ext price
1.00	SUPPLIES	PIPE FITTINGS	40.51	EACH	40.51
	CHRIS S MILEAGE	CHRIS SCHOECK TRAVEL MILES			73.50
	CHRIS SCHOECK	Service Labor			250.00
		Removed old Desiccant dryer from compressor room. And installed new used qpnc 300 reffrig dryer. Wired dryer up on compressor disconnect. Checked rotation of dryer. Service completed.			

User: DR

Total line items: 3

Sale subtotal: 364.01
 Tax: 0.00
 Total: 364.01

Order # 251550
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



Please Remit To:
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 Richland, MS 39218



Ticket #: 535419
 Ticket date: 9/9/22
 Orig ord #: 124435

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
 ATTN: ROGER SANFORD
 100 O B CURTIS DRIVE
 RIDGELAND, MS 39157
 601.960.2417

Customer #: JAC010 Ship date:
 Sis rep: 01-102 Location: MAIN Ship-via code:
 Sent Inv To: rharoen@city.jackson.ms.us Terms: Net 30 days
 Customer PO#: Req. PO# 05/09/22

Quantity	Item #	Description	Price	Selling unit	Ext price
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
	N	RENTAL PERIOD 05/02/2022 TO 06/01/2022			
		SULLIVAN PALATEK 50UD S/N#07K041			

User: DR

Total line items: 2

Sale subtotal: 2,150.00
 Tax: 0.00
 Total: 2,150.00

Order #
 Order total
 Order amt due

124435
 0.00
 0.00

Goods remain property of CAT Inc. until
 payment is received. Past due accounts
 subject to 1.5% svc. chg. per month and
 all legal fees incurred in collections
 of the account.



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JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
ATTN: ROGER SANFORD
100 O B CURTIS DRIVE
RIDGELAND, MS 39157
601.960.2417

Ticket #: 535465
Ticket date: 9/13/22
Orig ord #: 124767

Customer #: JAC010 **Ship date:**
Sls rep: 01-102 **Location:** MAIN **Ship-via code:**
Sent Inv To: rharner@city.jackson.ms.us **Terms:** Net 30 days
Customer PO#: Req. PO# 08/25/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
	N	RENTAL PERIOD 08/02/2022 TO 09/01/2022			
	SULLIVAN PALATEK 50UD	S/N# 07K041			

User: DR

Total line items: 2

Sale subtotal: 2,150.00
Tax: 0.00
Total: 2,150.00

Order # 124767
Order total 0.00
Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



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Invoice
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Ticket #: 535494
 Ticket date: 9/19/22
 Orig ord #: 124130

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P

Ship to: O B CURTIS WATER PLANT
 ATTN: ROGER SANFORD
 100 O B CURTIS DRIVE
 RIDGELAND, MS 39157
 601.960.2417

Customer #: JAC010 Ship date:
 Sls rep: 01-102 Location: MAIN Ship-via code:
 Sent Inv To: rharner@city.jackson.ms.us Terms: Net 30 days
 Customer PO#: Req. PO# 02/16/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
	N	RENTAL PERIOD 02/02/2022 TO 03/01/2022			
		SULLIVAN PALATEK 50UD			
		S/N - 07K041			

User: DR

Total line items: 2

Sale subtotal: 2,150.00
 Tax: 0.00
 Total: 2,150.00

Order # 124130
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



Please Remit To:
P.O. Box 180459
Richland, MS 39218



Ticket #: 535781
 Ticket date: 10/10/22
 Orig ord #: 124858

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
 ATTN: ROGER SANFORD
 100 O B CURTIS DRIVE
 RIDGELAND, MS 39157
 601.960.2417

Customer #: JAC010 **Ship date:**
Sls rep: 01-102 **Location:** MAIN **Ship-via code:**
Sent Inv To: rharper@city.jackson.ms.us **Terms:** Net 30 days
Customer PO#: Req. PO# 09/25/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
	N	RENTAL PERIOD 09/02/2022 TO 10/01/2022			
		MODEL: SULLIVAN PALATEK 50UD			
		S/N: 07K041			

User: DR

Total line items: 2

Sale subtotal: 2,150.00
 Tax: 0.00
 Total: 2,150.00

Order # 124858
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



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Richland, MS 39218



Ticket #: 535994
 Ticket date: 10/27/22
 Orig ord #: 124931

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: O B CURTIS WATER PLANT
 ATTN: ROGER SANFORD
 100 O B CURTIS DRIVE
 RIDGELAND, MS 39157
 601.960.2417

Customer #: JAC010 Ship date: Ship-via code:
 Sls rep: 01-102 Location: MAIN Terms: Net 30 days
 Sent inv To: rharner@city.jackson.ms.us
 Customer PO#: Req. PO# 10/24/2022

Quantity	Item #	Description	Price	Selling unit	Ext prc
1.00	RENT	AIR COMPRESSOR RENTAL	2,150.00	EACH	2,150.00
	N	RENTAL PERIOD 10/02/2022 TO 11/01/2022			
		MODEL: SULLIVAN PALATEK 50UD			
		S/N: 07K041			

User: DR

Total line items: 2

Sale subtotal: 2,150.00
 Tax: 0.00
 Total: 2,150.00

Order # 124931
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until
 payment is received. Past due accounts
 subject to 1.5% svc. chg. per month and
 all legal fees incurred in collections
 of the account.



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Order



Page: 1
Order#: 253854
Ticket date: 9/29/22

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Customer #: JAC010 Ship date: Ship-via code:
Sls rep: 01-102 Location: MAIN Terms:
Send To: rharper@city.jackson.ms.us Net 30 days
Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext prc
	STEPHEN MILEAGE	STEPHEN TRAVEL MILES			175.00
	STEPHEN	Service Labor			1,012.50

User: DR

Total line items: 2

Order subtotal: 1,187.50
Tax amount: 0.00
Order total: 1,187.50
Order amt due: 1,187.50

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218
Phone: 601-936-4887

Order



Page: 1
Order#: 253959
Ticket date: 9/29/22

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Customer #: JAC010 Ship date: Ship-via code:
SIs rep: 01-102 Location: MAIN Terms: Net 30 days
Send To: rharper@city.jackson.ms.us
Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	8102856497	PMHC 321 COALESCING	775.00	EACH	775.00
	FRT IN	INBOUND FREIGHT			31.63
1	8102856479	PMHG 321 1 MICRON	775.00	EACH	775.00
	STEPHEN	Service Labor			450.00

User: DR Total line items: 4

Order subtotal:	2,031.63
Tax amount:	0.00
Order total:	2,031.63
Order amt due:	2,031.63

Signature:

Lester Herrington
9/16/2022 3:42:30PM

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218
Phone: 601-936-4887

Invoice

*** Reprint ***
Date printed:9/29/22



Ticket #:535132
Ticket date:8/15/22
Orig ord #:124660

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730

Ship to: O B CURTIS WATER PLANT
ATTN: ROGER SANFORD
100 O B CURTIS DRIVE
RIDGELAND, MS 39157
601.960.2417

Sold to:

Customer #: JAC010
SIs rep: 01-102

Ship date:
Location: MAIN

Ship to:
Ship-via code:
Terms: Net 30 days

Customer PO# PO 082190

Quantity Item #

1.00 RENT

Description
AIR COMPRESSOR RENTAL

Ship-from location

Price Unit flag

2,150.00 EACH

Ext p

2,150.00

0.00

RENT 07/02/2022 TO 08/01/2022

SULLIVAN PALATEK 50UD

S/N# 07K041

User: DR

Total line items: 2.00

Sale subtotal: 2,150.00
Tax: 0.00
Total: 2,150.00

Goods remain property of CAT Inc. until
payment is received. Past due accounts
subject to 1.5% svc. chg. per month and
all legal fees incurred in collections
of the account.

Please Remit To:
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Richland, MS 39218
Phone: 601-936-4887





Ticket #: 535413
 Ticket date: 9/9/22
 Orig ord #: 250972

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-788-6890
 Richard

Customer #: JAC010 Ship date:
 Sls rep: 01-102 Location: MAIN Ship-via code:
 Sent Inv To: rharper@city.jackson.ms.us Terms: Net 30 days
 Customer PO#: Req. PO# 02/27/22

Quantity	Item #	Description	Price	Selling unit	Ext prc
	JASON M MILEAGE	JASON MOORE TRAVEL MILES			
	JASON MOORE	Service Labor			73.50
		Arrived on site. Completed inspection. Found service advisories on Pallatek rental unit. Completed inspection of operation. Found no issues. Rental unit needs routine service. Inspected all other units. Found no other issues. Gardner Denver desiccant dryer is down. Unit needs to be removed and repaired. All parts and services will be quoted. JPM. Sullivan Pallatek 50UD s/n 07K041. Hrs 72,252.			312.50

User: DR

Total line items: 2

Sale subtotal: 386.00
 Tax: 0.00
 Total: 386.00

Order # 250972
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.



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*** Reprint ***
Date printed:9/29/22



Ticket #:535416
Ticket date:9/9/22
Orig ord #:250424

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Sold to:
Customer #: JAC010
Sls rep: 01-102
Customer PO# Req. PO# 04/13/22

Ship date:
Location: MAIN

Ship to:
Ship-via code:
Terms: Net 30 days

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext pr
1	1092100190	AIR FILTER		153.00	EACH	153.00
1	2204133150	OIL FILTER		33.00	EACH	33.00
1	128515	FLUID ANALYSIS KIT		30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
	COMPLIANCE	COMPLIANCE FEE				16.98
		Service Labor				250.00
After installing compressor. Found that auxiliary contact on the delta contractor had failed. Repaired contact. Started compressor up and ran out. Installed new air filter, oil filter, took oil sample, and completed a check list on this unit. There are 9093 hours on this unit currently. Service completed.						
1	KA110-034	AIR FILTER		56.00	EACH	56.00
1	128515-PLN	KT,FLUID ANALYSIS		30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
1	KL200-025	FLUID FILTER		18.00	EACH	18.00
		Service Labor				187.50
Replaced air filter, oil filter, took oil sample, and completed a checklist on this unit. Service completed						
1	KC15-022	AIR FILTER ELEMENT		19.00	EACH	19.00
1	KL235-006	OIL FILTER		19.00	EACH	19.00
1	128515-PLN	KT,FLUID ANALYSIS		30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
		Service Labor				187.50
Replaced oil filter, air filter, took oil sample, and completed a checklist on this unit. Found that motor mount bushings need to be replaced on this unit as well as both belts and blow down solenoid valve push fitting. Customer wants quote on preforming repairs on this unit. Service completed. Model#QGS10. SN#CAI429032						
1	KS45-005P	AIR FILTER ELEMENT		17.00	EACH	17.00
2	112543G100	1 GAL QUIN-CIP COMPRESSOR OIL		38.00	EACH	76.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
1	110814	OIL FILTER		17.00	EACH	17.00





Ticket #: 535416
 Ticket date: 9/9/22
 Orig ord #: 250424

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010 Ship date: _____ Ship-via code: _____
 Sis rep: 01-102 Location: MAIN Terms: Net 30 days
 Sent Inv To: rharoer@city.jackson.ms.us
 Customer PO#: Req. PO# 04/13/22

Quantity	Item #	Description	Price	Selling unit	Ext price
1	1092100190	AIR FILTER	153.00	EACH	153.00
1	2204133150	OIL FILTER	33.00	EACH	33.00
1	128515	FLUID ANALYSIS KIT	30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	COMPLIANCE	COMPLIANCE FEE			16.98
	CHRIS SCHOECK	Service Labor			250.00
		After installing compressor. Found that auxilliary contact on the delta contractor had failed. Repaired contact. Started compressor up and ran out. Installed new air filter, oil filter, took oil sample, and completed a check list on this unit. There are 9093 hours on this unit currently. Service completed.			
1	KA110-034	AIR FILTER	56.00	EACH	56.00
1	128515-PLN	KT,FLUID ANALYSIS	30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
1	KL200-025	FLUID FILTER	18.00	EACH	18.00
	CHRIS SCHOECK	Service Labor			187.50
		Replaced air filter, oil filter, took oil sample, and completed a checklist on this unit. Service completed.			
1	KC15-022	AIR FILTER ELEMENT	19.00	EACH	19.00
1	KL235-006	OIL FILTER	19.00	EACH	19.00
1	128515-PLN	KT,FLUID ANALYSIS	30.00	EACH	30.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	CHRIS SCHOECK	Service Labor			187.50
		Replaced oil filter, air filter, took oil sample, and completed a checklist on this unit. Found that motor mount bushings need to be replaced on this unit as well as both belts and blow down solenoid valve push fitting. Customer wants quote on performing repairs on this unit. Service completed. Model#QGS10. SN#CAI429032			
1	KS45-005P	AIR FILTER ELEMENT	17.00	EACH	17.00
2	112543G100	1 GAL QUIN-CIP COMPRESSOR OIL	38.00	EACH	76.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
1	110814	OIL FILTER	17.00	EACH	17.00
1	110822	OIL PRESSURE GAUGE 2.00 1/4 NP	25.00	EACH	25.00
	CHRIS SCHOECK	Service Labor			187.50





Ticket #: 535416
 Ticket date: 9/9/22
 Orig ord #: 250424

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010	Ship date:	Ship-via code:
Sls rep: 01-102	Location: MAIN	Terms: Net 30 days
Sent Inv To: rharner@city.jackson.ms.us		
Customer PO#: Req. PO# 04/13/22		

Quantity	Item #	Description	Price	Selling unit	Ext price
		Replaced oil, air-filter, and completed a checklist on this unit. Found that oil pressure gauge needs to be replaced as well as oil filter. Was not given oil filter to replace on this unit. Service completed.			
1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00
1	KPFHE128-AB	COALESCING ELEMENT	125.00	EACH	125.00
	CHRIS SCHOECK	Service Labor			125.00
		Replaced airfilter, and completed checklist on this unit. Found that when unit is running that it is very loud. sounds like is could be a bad rod bearing. Service completed.			
1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00
1	KPFHE128-AB	COALESCING ELEMENT	125.00	EACH	125.00
	CHRIS S MILEAGE	CHRIS SCHOECKTRAVEL MILES			73.50
	CHRIS SCHOECK	Service Labor			125.00
		Replaced air filter , and completed check list on this unit. Service completed.			

User: DR

Total line items: 29

Sale subtotal: 2,053.98

Tax: 0.00

Total: 2,053.98

Order # 250424
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218





Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890

Customer #: JAC010 Ship date:
 Sls rep: 01-102 Location: MAIN Ship-via code:
 Send To: rharper@city.jackson.ms.us Terms: Net 30 days
 Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	1092100190	AIR FILTER	167.00	EACH	167.00
1	2204133150	OIL FILTER	36.00	EACH	36.00
1	2902021980	SEPARATOR ELEMENT	525.00	EACH	525.00
1	2012100511	KT,FLUID ANALYSIS	33.00	EACH	33.00
1	144046-005	5 GAL QUINSYN PLUS	624.00	EACH	624.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	COMPLIANCE	COMPLIANCE FEE			86.93
	STEPHEN	Service Labor			67.50
	CHRIS SCHOECK	Service Labor			270.00
Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, oil filter, oil, separator filter, took oil sample, and completed a full checklist on this unit. Also assisted technician with installing new timer drain on unit. There are currently 12,610 hours on this unit. Service completed at this time. Model#QGS 50. SN#ITJ401305					
1	KA110-034	AIR FILTER	58.00	EACH	58.00
1	KL200-025	FLUID FILTER	18.00	EACH	18.00
1	KD95-021	SEPARATOR KIT	190.00	EACH	190.00
1	2012100511	KT,FLUID ANALYSIS	33.00	EACH	33.00
1	ULTRA CSL8000-5	COMPR FLUID-5 GAL	315.00	EACH	315.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	STEPHEN	Service Labor			67.50
	CHRIS SCHOECK	Service Labor			270.00
Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, oil filter, oil, separator filter, took oil sample, and completed a full checklist on this unit. There are currently 4471 hours on this unit currently. This unit is in need of E stop contacts. Please quote repairs to compressor. Service completed at this time. MODEL#EBE99Q. SN#S298056					
1	KC15-022	AIR FILTER ELEMENT	23.00	EACH	23.00
1	KL235-006	OIL FILTER	19.00	EACH	19.00
1	KD610-017	SEPARATOR ELEMENT	94.00	EACH	94.00
1	2012100511	KT,FLUID ANALYSIS	33.00	EACH	33.00
1	144046-001	QUINSYN PLUS - GALLON	142.00	EACH	142.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	STEPHEN	Service Labor			67.50
	CHRIS SCHOECK	Service Labor			270.00



Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Customer #: JAC010 Ship date: Location: MAIN Ship-via code: Terms: Net 30 days
Sls rep: 01-102
Send To: rharper@city.jackson.ms.us
Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext	prc
<p>Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, oil filter, oil, separator filter, took oil sample, and completed a full checklist on this unit. This unit is in need of motor mount bushings, belts, and load control solenoid valve 90 degree push lock fitting. There are currently 33625 hours on this unit. Please quote repairs to customer. Service completed at this time. Model#QGS10. SN#CAI429032</p>						
1	KS45-005P	AIR FILTER ELEMENT	18.00	EACH	18.00	
1	110814	OIL FILTER	18.00	EACH	18.00	
2	112543G100	1 GAL QUIN-CIP COMPRESSOR OIL	41.00	EACH	82.00	
1	CAE66C1	1 MICRON COALESCING ELEMENT	140.00	EACH	140.00	
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00	
	STEPHEN	Service Labor			67.50	
	CHRIS SCHOECK	Service Labor			270.00	
<p>Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, oil filter, oil, and completed a full checklist on this unit. This unit is in need of a new oil pressure gauge 0-30 psi. Also new tank pressure gauge 0-200 psi liquid filled 1/4 back mount. Also pump is needing to be rebuilt. Upon start up this pump knocks very bad. I manually primed oil filter. Unit will not prime filter after service. Service completed at this time. Model#QR-350. SN#QU1004200128</p>						
1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00	
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00	
	STEPHEN	Service Labor			33.75	
	CHRIS SCHOECK	Service Labor			135.00	
<p>Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, and evaluated compressor. Found that unit is starting to knock on the far left cylinder. This is not a severe knock yet, but it's on its way out. Recommend rebuilding or replacing pump. Service completed at this time. Model#OBS075700E. SN#2490346-08.</p>						
1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00	
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00	
	CHRIS SCHOECK	Service Labor			135.00	
	STEPHEN	Service Labor			33.75	
<p>Arrived on site, talked with Mr. Richard about performing services on compressors. Shut compressor off and locked out at disconnect. Replaced air filter, and evaluated compressor. Found that unit has very load knock on the far right cylinder. This unit needs to be addressed ASAP. Pump will not run much longer in this condition. Recommend rebuilding Or replacing compressor. Service completed at this time. MODEL#OBS075700E. SN#2019A04-01.</p>						
1	GIL350HE	LINE FILTER ELEMENT	323.00	EACH	323.00	
1	GIL350PPE	LINE FILTER ELEMENT	323.00	EACH	323.00	
5	AA1/8	50 # BAG DESICCANT 12/50	130.00	EACH	650.00	



Page:3
Order#:253528
Ticket date:9/25/22

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730
Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Customer #: JAC010 Ship date: Location: MAIN Ship-via code: Terms: Net 30 days
Sls rep: 01-102
Send To: rharper@city.jackson.ms.us
Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
2	0312007	X07 3/4" MUFFLER W/ RELEIF VLV	66.00	EACH	132.00
	STEPHEN	Service Labor			135.00
	CHRIS SCHOECK	Service Labor			135.00

Arrived on site, talked with Mr. Richard about performing services on dryer. Replaced prefilter on dryer. Found that drain was not working correctly on filter. Replaced drain with new walker float drain. Please charge customer for this drain. Also found that upon service the 2 dryers had no power. Customer was not sure with breaker was located for the dryer. He informed me that he would find breaker and reset breaker. Also other dryer needs a recharge of refrigerant. 134a. And prefilter serviced. Service completed at this time.

User: DR

Total line items: 47

Order subtotal: 6,198.43
Tax amount: 0.00
Order total: 6,198.43
Order amt due: 6,198.43

Signature:

Robert Lee
9/7/2022 10:18:05AM

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218
Phone: 601-936-4887



Ticket #: 535426
 Ticket date: 9/9/22
 Orig ord #: 252317

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.980.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-8890
 Richard

Customer #: JAC010 Ship date: Location: MAIN Ship-via code: Terms: Net 30 days
 Sls rep: 01-102
 Sent Inv To: rharber@city.jackson.ms.us
 Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext pro
1	1092100190	AIR FILTER	167.00	EACH	167.00
1	2204133150	OIL FILTER	36.00	EACH	36.00
1	128515	FLUID ANALYSIS KIT	32.00	EACH	32.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	COMPLIANCE	COMPLIANCE FEE			
	JASON MOORE	Service Labor			
	ROTARY SCREW AIR COMPRESSOR CHECKLIST				202.50

Make: QUINCY Model: QGS-50 Serial #: ITJ401305 Equip #. NA
 Hour meter: 10,980 Environment: INDOORS
 Horsepower: 50 Fluid: PLUS Fluid Added: 0
 Ambient Temp: 90 Unit Injection Temp: 165
 Unit Discharge Temp: 206
 Incoming voltage - L1: 276 L2: 277 L3: 276
 L1-2: 482 L2-3: 483 L1-3: 483
 Nameplate amps: 58 SF: 1.15
 Amp draw - L1: 68 L2: 68 L3: 68 @ 132 PSI/Capacity

- OK_ Operation of Controls
- OK_ Safety Switches
- _OK_ Condition of Inlet Valve
- _YES_ Machine Unloads OK?
- _OK_ Check Belts or Coupling
- _OK_ Check Gauges/Display
- _OK_ Safety Valves
- _WASHED_ Condition of Coolers
- OK_ Water Trap & Drains
- _CLEANED_ Scavenger Lines
- _OK_ Control Line Tubing
- _NO_ Excessive Vibrations
- _NO_ Leaks:
- _OK_ Min, Pressure Valve
- _OK_ Discharge Check Valve
- OK_ Oil Stop Valve / Oil Pump
- OK_ Control Solenoid Valve
- NO_ Modulation Valve
- _NO_ Pressure Switch
- _RP_ Fluid Filter _OK_ DP
- RP_ Air Filter OK_ DP
- _RP_ Separation Filters OK_ DP
- OK_ Thermal Valve
- _NO_ Excessive Noises

Comments: Arrived on site. Completed LOTO. Completed service and inspection.
 Cleaned unit. Ran unit. Completed inspection. Found improved operation after
 service. JPM.

Technician: Jason Moore Date: 6/17/22

1	KA110-034	AIR FILTER	58.00	EACH	58.00
1	KL200-025	FLUID FILTER	18.00	EACH	18.00
1	128515	FLUID ANALYSIS KIT	32.00	EACH	32.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00





Ticket #: 535426
 Ticket date: 9/9/22
 Orig ord #: 252317

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010	Ship date:	Ship-via code:
Sls rep: 01-102	Location: MAIN	Terms: Net 30 days
Sent Inv To: rharper@city.jackson.ms.us		
Customer PO#: Req. PO#		

Quantity	Item #	Description	Price	Selling unit	Ext pre
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	JASON MOORE	Service Labor			202.50
		ROTARY SCREW AIR COMPRESSOR CHECKLIST			

Make: GARDNER DENVER Model: EBE99Q Serial #: S298056 Equip #:
 NA
 Hour meter: 3,807 Environment: INDOORS
 Horsepower: 25 Fluid: 8000 Fluid Added: 0
 Ambient Temp: 90 Unit Injection Temp: 156
 Unit Discharge Temp: 184
 Incoming voltage - L1: 277 L2: 276 L3: 276
 L1-2: 482 L2-3: 482 L1-3: 483
 Nameplate amps: 32 SF: 1.15
 Amp draw - L1: 35 L2: 35 L3: 33 @ 125 PSI/Capacity

- | | |
|---|--|
| <input type="checkbox"/> _OK_ Operation of Controls | <input type="checkbox"/> _OK_ Min, Pressure Valve |
| <input type="checkbox"/> _OK_ Safety Switches | <input type="checkbox"/> _NO_ Discharge Check Valve |
| <input type="checkbox"/> OK_ Condition of Inlet Valve | <input type="checkbox"/> _OK_ Oil Stop Valve / Oil Pump |
| <input type="checkbox"/> _YES_ Machine Unloads OK? | <input type="checkbox"/> _OK_ Control Solenoid Valve |
| <input type="checkbox"/> _OK_ Check Belts or Coupling | <input type="checkbox"/> OK_ Modulation Valve |
| <input type="checkbox"/> _OK_ Check Gauges/Display | <input type="checkbox"/> OK_ Pressure Switch |
| <input type="checkbox"/> _OK_ Safety Valves | <input type="checkbox"/> RP_ Fluid Filter <input type="checkbox"/> _OK_ DP |
| <input type="checkbox"/> _CLEANED_ Condition of Coolers | <input type="checkbox"/> _RP_ Air Filter <input type="checkbox"/> _OK_ DP |
| <input type="checkbox"/> _OK_ Water Trap & Drains | <input type="checkbox"/> _OK_ Separation Filters <input type="checkbox"/> _5_ DP |
| <input type="checkbox"/> _CLEANED_ Scavenger Lines | <input type="checkbox"/> _OK_ Thermal Valve |
| <input type="checkbox"/> _OK_ Control Line Tubing | <input type="checkbox"/> _NO_ Excessive Noises |
| <input type="checkbox"/> _NO_ Excessive Vibrations | |
| <input type="checkbox"/> _NO_ Leaks: | |

Comments: Arrived on site. Completed LOTO. Completed service and inspection.
 Cleaned unit. Ran unit. Completed inspection. Found improved operation after
 service. JPM.

Technician: Jason Moore Date: 6/17/22

1	KC15-022	AIR FILTER ELEMENT	23.00	EACH	23.00
1	KL235-006	OIL FILTER	19.00	EACH	19.00
1	128515	FLUID ANALYSIS KIT	32.00	EACH	32.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	JASON MOORE	Service Labor			202.50





Ticket #: 535426
 Ticket date: 9/9/22
 Orig ord #: 252317

Sold to: CITY OF JACKSON
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 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010	Ship date:	Ship-via code:
Sls rep: 01-102	Location: MAIN	Terms: Net 30 days
Sent Inv To: rharoen@city.jackson.ms.us		
Customer PO#: Req. PO#		

Quantity	Item #	Description	Price	Selling unit	Ext. price
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ROTARY SCREW AIR COMPRESSOR CHECKLIST

Make: QUINCY Model: QGS 10 Serial #: CA429032 Equip #. NA
 Hour meter: 33,519 Environment: INDOORS
 Horsepower: 10 Fluid: PLUS Fluid Added: 0
 Ambient Temp: 89 Unit Injection Temp: 153
 Unit Discharge Temp: 175
 Incoming voltage - L1: 279 L2: 278 L3: 278
 L1-2: 485 L2-3: 484 L1-3: 485
 Nameplate amps: 12 SF: 1.15
 Amp draw - L1: 13 L2: 14 L3: 13 @ 132 PSI/Capacity

- | | |
|---|---|
| <input type="checkbox"/> _OK_ Operation of Controls | <input type="checkbox"/> _OK_ Min, Pressure Valve |
| <input type="checkbox"/> _OK_ Safety Switches | <input type="checkbox"/> _NO_ Discharge Check Valve |
| <input type="checkbox"/> _OK_ Condition of Inlet Valve | <input type="checkbox"/> _NO_ Oil Stop Valve / Oil Pump |
| <input type="checkbox"/> _YES_ Machine Unloads OK? | <input type="checkbox"/> _OK_ Control Solenoid Valve |
| <input type="checkbox"/> _SEE NOTE_ Check Belts or Coupling | <input type="checkbox"/> _NO_ Modulation Valve |
| <input type="checkbox"/> _OK_ Check Gauges/Display | <input type="checkbox"/> _OK_ Pressure Switch |
| <input type="checkbox"/> _OK_ Safety Valves | <input type="checkbox"/> _RP_ Fluid Filter <input type="checkbox"/> _OK_ DP |
| <input type="checkbox"/> _CLEANED_ Condition of Coolers | <input type="checkbox"/> _RP_ Air Filter <input type="checkbox"/> _OK_ DP |
| <input type="checkbox"/> _OK_ Water Trap & Drains | <input type="checkbox"/> _OK_ Separation Filters <input type="checkbox"/> _OK_ DP |
| <input type="checkbox"/> _CLEANED_ Scavenger Lines | <input type="checkbox"/> _OK_ Thermal Valve |
| <input type="checkbox"/> _OK_ Control Line Tubing | <input type="checkbox"/> _NO_ Excessive Noises |
| <input type="checkbox"/> _NO_ Excessive Vibrations | |
| <input type="checkbox"/> _NO_ Leaks: | |

Comments: Arrived on site. Completed LOTO. Completed service and inspection. Found vibration mounts, oil hoses and controls lines need replacing Cleaned unit. Ran unit. Completed inspection. Found operation normal. All parts and services will be quoted. JPM.

Technician: Jason Moore Date: 6/17/22

1	KS45-005P	AIR FILTER ELEMENT	18.00	EACH	18.00
1	110814	OIL FILTER	18.00	EACH	18.00
1	112543G100	1 GAL QUIN-CIP COMPRESSOR OIL	41.00	EACH	41.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	JASON MOORE	Service Labor			202.50



Invoice

*** Reprint ***
Date printed:9/29/22



Ticket #:535426
Ticket date:9/9/22
Orig ord #:252317

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Sold to:
Customer #: JAC010
Sls rep: 01-102

Ship date:
Location: MAIN

Ship to:
Ship-via code:
Terms: Net 30 days

Customer PO# Req. PO#

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext pr
1	KL235-006	OIL FILTER		19.00	EACH	19.00
1	128515	FLUID ANALYSIS KIT		32.00	EACH	32.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
		Service Labor				10.00
		ROTARY SCREW AIR COMPRESSOR CHECKLIST				202.50

Make: QUINCY Model: QGS 10 Serial #: CAI429032 Equip #. NA
Hour meter: 33,519 Environment: INDOORS
Horsepower: 10 Fluid: PLUS Fluid Added: 0
Ambient Temp: 89 Unit Injection Temp: 153
Unit Discharge Temp: 175
Incoming voltage - L1: 279 L2: 278 L3: 278
L1-2: 485 L2-3: 484 L1-3: 485
Nameplate amps: 12 SF: 1.15
Amp draw - L1: 13 L2: 14 L3: 13 @ 132 PSI/Capacity

- _OK_ Operation of Controls
- _OK_ Safety Switches
- OK_ Condition of Inlet Valve
- _YES_ Machine Unloads OK?
- _SEE NOTE_ Check Belts or Coupling
- _OK_ Check Gauges/Display
- _OK_ Safety Valves
- _CLEANED_ Condition of Coolers
- _OK_ Water Trap & Drains
- _CLEANED_ Scavenger Lines
- _OK_ Control Line Tubing
- _NO_ Excessive Vibrations
- _NO_ Leaks:
- OK__ Min, Pressure Valve
- _NO_ Discharge Check Valve
- _NO_ Oil Stop Valve / Oil Pump
- _OK_ Control Solenoid Valve
- NO__ Modulation Valve
- _OK_ Pressure Switch
- _RP_ Fluid Filter OK__ DP
- _RP_ Air Filter _OK_ DP
- _OK_ Separation Filters _OK_ DP
- _OK_ Thermal Valve
- _NO_ Excessive Noises

Comments: Arrived on site. Completed LOTO. Completed service and inspection. Found vibration mounts, oil hoses and controls lines need replacing. Cleaned unit. Ran unit. Completed inspection. Found operation normal. All parts and services will be quoted. JPM.

Technician: Jason Moore Date: 6/17/22

1	KS45-005P	AIR FILTER ELEMENT		18.00	EACH	18.00
1	110814	OIL FILTER		18.00	EACH	18.00





Ticket #: 535426
 Ticket date: 9/9/22
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 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010 Ship date: Ship-via code:
 Sls rep: 01-102 Location: MAIN Terms: Net 30 days
 Sent Inv To: rharner@city.jackson.ms.us
 Customer PO#: Req. PO#

Quantity	Item #	Description	Price	Selling unit	Ext prc
		RECIPROCATING AIR COMPRESSOR CHECKLIST			
		Make: QUINCY Model: QR-350 Serial #: QU1004200128 Equip #. NA Horsepower: 10 Environment: INDOORS. Incoming voltage - L1:278 L2: 279 L3: 279 L1-2: 484 L2-3: 484 L1-3: 483 Nameplate amps: 12 SF: 1.25 Amp draw - L1: 13 L2: 15 L3: 15 @ 150 Pressure			
		<input type="checkbox"/> OK Gauges and Indicators <input type="checkbox"/> NO Air Leaks <input type="checkbox"/> NO Oil Leaks <input type="checkbox"/> OK Operations of Unloaders <input type="checkbox"/> OK Intercooler Valve <input type="checkbox"/> OK Lubricant Level <input type="checkbox"/> RP Oil Filter (if applicable) <input type="checkbox"/> RP Inlet Filter <input type="checkbox"/> OK Drive Belts <input type="checkbox"/> OK Belt Guard <input type="checkbox"/> OK Air Receiver <input type="checkbox"/> OK Tank Drain			
		Comments: Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Ran unit. Completed inspection. Found unit operating low pressure (18psi) also found severe knocking noises coming from crank which indicates possible rod bearing issues. Recommend full rebuild of 350 pump ASAP. All parts and services will be quoted. JPM.			

Technician: Jason Moore Date: 6/17/22

1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	JASON MOORE	Service Labor			67.50
		Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Found no component issues. Ran unit. Completed inspection. Found improved operation after service. JPM. Powerex OBSO75700E s/n 2490346-08.			
1	ST073907AV	FILTER ELEMENT	44.00	EACH	44.00
1	SHOP SUPPLIES	Shop Supplies	10.00	EACH	10.00
	JASON M MILEAGE	JASON MOORE 6/17/22 TRAVEL MILES			73.50
	JASON MOORE	Service Labor			67.50
		Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Found no component issues. Ran unit. Completed inspection. Found improved operation after service. JPM. Powerex OBSO75700E s/n 2019A04-01.			



Invoice

*** Reprint ***
 Date printed: 9/29/22



Ticket #: 535426
 Ticket date: 9/9/22
 Orig ord #: 252317

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890

Sold to:

Customer #: JAC010
 SIs rep: 01-102

Ship date:
 Location: MAIN

Ship to:
 Ship-via code:
 Terms: Net 30 days

Customer PO# Req. PO#

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext pr
1	112543G100	1 GAL QUIN-CIP COMPRESSOR OIL		41.00	EACH	41.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
		Service Labor				10.00
		RECIPROCATING AIR COMPRESSOR CHECKLIST				202.50

Make: QUINCY Model: QR-350 Serial #: QU1004200128 Equip #. NA
 Horsepower: 10 Environment: INDOORS.
 Incoming voltage - L1: 278 L2: 279 L3: 279
 L1-2: 484 L2-3: 484 L1-3: 483
 Nameplate amps: 12 SF: 1.25
 Amp draw - L1: 13 L2: 15 L3: 15 @ 150 Pressure

<input type="checkbox"/> _OK_ Gauges and Indicators	<input type="checkbox"/> _RP_ Oil Filter (if applicable)
<input type="checkbox"/> _NO_ Air Leaks	<input type="checkbox"/> _RP_ Inlet Filter
<input type="checkbox"/> _NO_ Oil Leaks	<input type="checkbox"/> _OK_ Drive Belts
<input type="checkbox"/> _OK_ Operations of Unloaders	<input type="checkbox"/> _OK_ Belt Guard
<input type="checkbox"/> _OK_ Intercooler Valve	<input type="checkbox"/> _OK_ Air Receiver
<input type="checkbox"/> _OK_ Lubricant Level	<input type="checkbox"/> _OK_ Tank Drain

Comments: Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Ran unit. Completed inspection. Found unit operating low pressure (18psi) also found severe knocking noises coming from crank which indicates possible rod bearing issues. Recommend full rebuild of 350 pump ASAP. All parts and services will be quoted. JPM.

Technician: Jason Moore Date: 6/17/22

1	ST073907AV	FILTER ELEMENT		44.00	EACH	44.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
		Service Labor				67.50
Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Found no component issues. Ran unit. Completed inspection. Found improved operation after service. JPM.						
Powerex OBSO75700E s/n 2490346-08.						
1	ST073907AV	FILTER ELEMENT		44.00	EACH	44.00
1	SHOP SUPPLIES	Shop Supplies		10.00	EACH	10.00
	JASON M MILEAGE	JASON MOORE 6/17/22 TRAVEL MILES				73.50





Ticket #: 535426
 Ticket date: 9/9/22
 Orig ord #: 252317

Sold to: CITY OF JACKSON
 FINANCE DEPT
 P O BOX 17
 JACKSON, MS 39205
 601.960.2730
 Annette Hill A/P & PO

Ship to: CITY OF JACKSON O B CURTIS
 100 O B CURTIS DR
 RIDGELAND, MS 39157
 769-798-6890
 Richard

Customer #: JAC010 Ship date:
 Sis rep: 01-102 Location: MAIN
 Sent Inv To: rharper@city.jackson.ms.us Ship-via code:
 Customer PO#: Req. PO# Terms: Net 30 days

Quantity	Item #	Description	Price	Selling unit	Ext prc
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User: DR

Total line items: 28

Sale subtotal: 1,660.50
 Tax: 0.00
 Total: 1,660.50

Order # 252317
 Order total 0.00
 Order amt due 0.00

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218



Invoice

*** Reprint ***
Date printed:9/29/22



Ticket #:535426
Ticket date:9/9/22
Orig ord #:252317

Sold to: CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205
601.960.2730

Ship to: CITY OF JACKSON O B CURTIS
100 O B CURTIS DR
RIDGELAND, MS 39157
769-798-6890

Sold to:
Customer #: JAC010
Sls rep: 01-102

Ship date:
Location: MAIN

Ship to:
Ship-via code:
Terms: Net 30 days

Customer PO# **Req. PO#**
Quantity **Item #**

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext pr
		Service Labor				
		Arrived on site. Completed LOTO. Completed service and inspection. Cleaned unit. Found no component issues. Ran unit. Completed inspection. Found improved operation after service. JPM. Powerex OBSO75700E s/n 2019A04-01.				67.50

User: DR

Total line items: 28.00

Sale subtotal: 1,660.50
Tax: 0.00
Total: 1,660.50

Goods remain property of CAT Inc. until payment is received. Past due accounts subject to 1.5% svc. chg. per month and all legal fees incurred in collections of the account.

Please Remit To:
P.O. Box 180459
Richland, MS 39218
Phone: 601-936-4887



BONNER ANALYTICAL TESTING CO. INC.

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: JACKSON

Invoice No.: 77745

Bill To: **CITY OF JACKSON**
ATTN: MARY CARTER
100 O.B. CURTIS DRIVE
Ridgeland, MS 39157

Ship To: **CITY OF JACKSON**
ATTN: MARY CARTER
100 O.B. CURTIS DRIVE
Ridgeland, MS 39157

Date	Ship Via	F.O.B.	Terms			
09/07/22		Origin				
Purchase Order Number	Order Date	Sales Person	Our Order Number			
	09/07/22					
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

				CITY OF JACKSON, MS BOIL WATER 125 SAMPLES RECEIVED 8/25/22		
120	120		23	TOTAL CHLORINE RESIDUAL @ \$5.50	5.50	660.00
120	120		23	FREE CHLORINE RESIDUAL @ \$5.50	5.50	660.00
120	120		73	TOTAL COLIFORM @ \$28.91	28.91	3469.20
				125 samples, no charge for 5 samples		
11.5	11.5		174	TECHNICIAN/HRS @ \$375/HR	375.00	4312.50
				5 X \$75 for 5 Onsite Technicians		
1	1			**No Charge for travel time and mileage**	0.00	0.00
				CITY OF JACKSON, MS BOIL WATER 125 SAMPLES RECEIVED 8/26/22		
120	120		23	TOTAL CHLORINE RESIDUAL @ \$5.50	5.50	660.00
120	120		23	FREE CHLORINE RESIDUAL @ \$5.50	5.50	660.00
120	120		73	TOTAL COLIFORM @ \$28.91	28.91	3469.20
				125 samples, no charge for 5 samples		
8.5	8.5		174	TECHNICIAN/HRS @ \$375/HR	375.00	3187.50
				5 X \$75 for 5 Onsite Technicians		
1	1			**No charge for travel time & mileage**	0.00	0.00
				Invoice subtotal		17078.40
				Invoice total		17078.40

Thank You



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

License:

Invoice

Invoice#: 21100DM

Invoice Date: 04/21/2022

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: RESEARCH HOOK UP CONTROL WIRING FOR PREMEATE PUM

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
21100 RESEARCH HOOK UP CONTROL WIRING FOR PREMEATE PUMP #35-5			
10.000 Material	12/20/2021		
		Subtotal:	363.92
21.000 JW-LABOR	12/15/2021 12/20/2021		
		Subtotal:	700.00
		Total:	1,063.92
		Total Charges:	1,063.92
		Invoice Total:	1,063.92

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

License:

Invoice

Invoice#: 22791DM

Invoice Date: 10/06/2022

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: T/S HSP 7 & 8

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22791 T/S HSP 7 & &			
10.000 Material	07/21/2022		
			Subtotal: 54.92
21.000 JW-LABOR	07/21/2022 07/22/2022		
			Subtotal: 840.00
70.000 Fuel	10/06/2022		
			Subtotal: 7.56
			Total: 902.48
		Total Charges:	902.48
		Invoice Total:	902.48

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

Invoice

Invoice#: 22715JG

Invoice Date: 07/15/2022

License:

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: T/S NEW SWITCH GEAR

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22715 T/S NEW SWITCH GEAR			
21.000 JW-LABOR	05/27/2022		
		Subtotal:	560.00
70.000 Fuel	07/15/2022		
		Subtotal:	5.04
		Total:	565.04
		Total Charges:	565.04
		Invoice Total:	565.04

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

License:

Invoice

Invoice#: 22699DM

Invoice Date: 07/15/2022

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: OB CURTIS-TROUBLESHOOT 11&12 HSP PUMP MALFUNCTION

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22699 OB CURTIS-TROUBLESHOOT 11&12 HSP PUMP MALFUNCTION			
21.000 JW-LABOR	05/23/2022		
		Subtotal:	280.00
70.000 Fuel	07/15/2022		
		Subtotal:	2.52
		Total:	282.52
		Total Charges:	282.52
		Invoice Total:	282.52

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

Invoice

Invoice#: 22640DM

Invoice Date: 07/14/2022

License:

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: TROUBLESHOOT HSP 7&8 PLC CONTROLS

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22640 TROUBLESHOOT HSP 7&8 PLC CONTROLS			
21.000 JW-LABOR			
	04/21/2022		
	04/22/2022		
		Subtotal:	560.00
70.000 Fuel			
	07/14/2022		
		Subtotal:	5.04
		Total:	565.04
		Total Charges:	565.04
		Invoice Total:	565.04

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

Invoice

Invoice#: 22578JH

Invoice Date: 07/25/2022

License:

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: CHECK GFI MALFUNCTION ON HI-SPEED 1112

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22578 CHECK GFI MALFUNCTION ON HI-SPEED 1112			
20.000 FM-LABOR	03/08/2022		
		Subtotal:	140.00
22.000 APP-LABOR	03/07/2022		
		Subtotal:	102.00
		Total:	242.00
		Total Charges:	242.00
		Invoice Total:	242.00

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

License:

Invoice

Invoice#: 22569DM

Invoice Date: 07/15/2022

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: SWAP OUT MGMT RELAYS-TS AND TEST 4160 MCC

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22569 SWAP OUT MGMT RELAYS-TS AND TEST 4160 MCC			
21.000 JW-LABOR	03/01/2022		
		Subtotal:	350.00
70.000 Fuel	07/15/2022		
		Subtotal:	3.15
		Total:	353.15
		Total Charges:	353.15
		Invoice Total:	353.15

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

License:

Invoice

Invoice#: 22563JH

Invoice Date: 07/25/2022

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: HOOK UP SUMP PUMP IN OPERATIONS BUILDING

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22563 HOOK UP SUMP PUMP IN OPERATIONS BUILDING			
20.000 FM-LABOR	02/18/2022		
			Subtotal: 280.00
22.000 APP-LABOR	02/18/2022		
			Subtotal: 204.00
			Total: 484.00
		Total Charges:	484.00
		Invoice Total:	484.00

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.



Allied Industrial Services

P. O. BOX 1567
Brandon MS 39043
(601) 824-6000

Invoice

Invoice#: 22536JG

Invoice Date: 05/17/2022

License:

Owner: CITY OF JACKSON
RHARPER@JACKSONMS.GOV
AHILL@JACKSONMS.GOV
JACKSON MS 39205-1025

Project: WORK ON P-35 DRIVE

Terms: Invoices are due and payable upon receipt. Customer PO# 0000

Trans#	Date	Description	Amount
22536 WORK ON P-35 DRIVE			
21.000 JW-LABOR	01/27/2022		
	01/27/2022		
		Subtotal:	770.00
22.000 APP-LABOR	01/27/2022		
		Subtotal:	306.00
70.000 Fuel	01/27/2022		
		Subtotal:	9.69
		Total:	1,085.69
		Total Charges:	1,085.69
		Invoice Total:	1,085.69

Please make checks payable to: Allied Industrial Services
Thank you for your prompt payment.