



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
August 15, 2023
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR CHRISTOPHER BERNARD WHEATLEY OF RELEVANT CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

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

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 18, 2023 FOR THE FOLLOWING CASES:**

23-259 23-260 23-39 23-258 22-2559 23-47
23-257 23-253 23-44

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 4, 2023 FOR THE FOLLOWING CASES:**

22-2464 21-1434 21-1782 22-536 22-2555

22-2378	22-207	21-683	22-2363	22-2554
22-2383	23-137	22-2502	23-79	23-325
22-2382	21-1734	22-2345	22-1406	22-2123
22-2301	23-617	22-344	22-1408	22-1353

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JULY 18, 2023 FOR THE FOLLOWING CASES:**

21-1450	23-483	22-2487	23-352
22-632	23-87	22-528	21-1451
22-135	23-1005	22-374	23-825
23-789	22-529	23-899	22-1313
23-983	22-2556	21-723	23-788
23-740	22-831	23-815	22-1364
22-2057	23-787	23-749	22-1517
23-51	21-813	22-1013	22-520

6. **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 MAY 16, 2023 FOR THE FOLLOWING CASES:**

22-580	22-215	22-386	22-210	22-200	21-252
21-1980	21-1979	21-1219	21-955	21-791	22-2468
22-2509	22-2101	22-64	22-2400	21-484	22-2499
22-2496	21-133	21-192	22-108	21-432	22-2540
22-1984	22-1983	22-1982	22-1339	22-672	22-584
22-278	22-2225	22-2407	23-482	21-1307	23-487
22-492	22-265	23-894	23-895	21-1083	23-568
22-1590	22-551	21-1110	22-1684	23-599	

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-685 LOCATED AT 1804 BAILEY AVE. PARCEL #98-129 – \$4,999.00 – WARD 7. (DOTSON, LUMUMBA)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-**

1563 LOCATED AT 946 N. CONGRESS ST. PARCEL #39-56– \$11,988.00 – WARD 7. (DOTSON, LUMUMBA)

9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-146 LOCATED AT 522 W. NORTHSIDE DR. PARCEL #427-12 – \$6,600.00 – WARD 3. (DOTSON, LUMUMBA)
10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-237 LOCATED AT 737 ROBINHOOD ROAD– PARCEL #431-119 – \$1,575.00. (WARD 3) (DOTSON, LUMUMBA)
11. ORDER ACCEPTING PAYMENT OF \$4,426.54 FROM SHELTER MUTUAL INSURANCE COMPANY ON BEHALF OF THEIR INSURED ZOE BENNETT AS A VEHICLE DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)
12. ORDER ACCEPTING PAYMENT OF \$5,582.79 FROM SAFECO INSURANCE COMPANY ON BEHALF OF THEIR INSURED KASONDRA COOPER AS A VEHICLE PROPERTY DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)
13. ORDER ACCEPTING PAYMENT OF \$12,491.86 FROM GEICO INSURANCE COMPANY ON BEHALF OF THEIR INSURED RONALD NEDERHOED AS A VEHICLE DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)
14. APPROVAL OF THE JULY 17, 2023 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)
15. APPROVAL OF THE JULY 18, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)

INTRODUCTION OF ORDINANCES

16. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING REVEREND DR. MARTIN LUTHER KING JR. DRIVE, FROM WOODROW WILSON AVENUE TO MAPLE STREET TO JUDGE LARITA COOPER STOKES DRIVE. (STOKES)

ADOPTION OF ORDINANCE

17. ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI OFFICIALLY NAMING THE JACKSON POLICE DEPARTMENT/JUDICIAL ADMINISTRATION CENTER/MUNICIPAL COURT BUILDING LOCATED AT 327 EAST PASCAGOULA STREET, JACKSON, MISSISSIPPI, 39201, TO “SHERIFF LEE DAN VANCE, JR. JACKSON POLICE DEPARTMENT

**HEADQUARTERS/MUNICIPAL COURT ADMINISTRATION BUILDING” IN
HONOR OF THE LIFE AND LEGACY OF LEE DAN VANCE, JR. (STOKES)**

REGULAR AGENDA

18. **CLAIMS (MALEMBEKA, LUMUMBA)**
19. **PAYROLL (MALEMBEKA, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP. (LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR ONE KONICA MINOLTA BIZHUB B360i COLOR COPIER TO BE USED BY THE CHIEF ADMINISTRATIVE OFFICE PURSUANT TO STATE CONTRACT # 8200067921. (WRIGHT, LUMUMBA)**
23. **ORDER AUTHORIZING AMENDMENT OF THE JACKSON POLICE DEPARTMENT’S 2022-2023 BUDGET FOR PURCHASE OF IN CAR CAMERAS, BODY WORN CAMERAS, SOFTWARE AND EQUIPMENT. (WADE, LUMUMBA)**
24. **ORDER AUTHORIZING THE PURCHASE OF BODY WORN CAMERAS, RELATED EQUIPMENT, WARRANTIES, AND CLOUD STORAGE PURSUANT TO GSA MAS CONTRACT #47QTCA19D00MM. (WADE, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY DISTRICT ATTORNEY’S OFFICE TO SUPPORT THE LOCAL LAW ENFORCEMENT CRIME AND GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE. (WADE, LUMUMBA)**
26. **ORDER TO AUTHORIZE AN AGREEMENT WITH JOSEPHINE’S KITCHEN LP FOR FOOD SERVICES IN PROVIDING MEALS FOR THE JACKSON POLICE DEPARTMENT TRAINING ACADEMY 69TH RECRUIT CLASS. (WADE, LUMUMBA)**
27. **ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION POLICE SUPPLIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF BARLIGHTS, ELECTRONIC SIRENS, SWITCH BOXES, SPEAKERS, COMMUNICATION ORGANIZERS, AND SECURITY SCREENS, AT \$4,958.00 PER UNIT, (BID NO. 05554-072523) (WADE, LUMUMBA).**
28. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001- I – II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY AN EIGHT THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE. (OWENS, LUMUMBA)**

29. **ORDER AMENDING THE JUNE 23, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THALIA MARA HALL AND CONCERT PROMOTERS IN ADVANCE OF COUNCIL APPROVAL TO INCLUDE VENUE RENTALS BY VENDORS. (SCOTT, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC. FOR 54 OUTDOOR FITNESS CLASSES TO BE IN 12 MONTHS, STARTING JULY 01, 2023, AT PARHAM BRIDGES PARK. (WARD 1) (HARRIS, LUMUMBA)**
31. **ORDER INCREASING THE VENDOR PERMIT FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO SEVENTY-FIVE DOLLARS (\$75.00) FOR SPECIAL EVENTS HELD BY THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION. (HARRIS, LUMUMBA)**
32. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FOURTEEN THOUSAND DOLLARS (\$14,000.00) FROM THE "TEMP OR PART-TIME SALARY" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER UP-AND-COMING INVOICES FOR SUMMER LEAGUES SPORTS' OFFICIALS. (HARRIS, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO AMEND FIFTEEN ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT FIFTEEN TOWER SITES WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
34. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT BOLING STREET AND AUTHORIZING PAYMENT. (R. LEE, LUMUMBA)**
35. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT WATKINS DRIVE AT VALLEY NORTH BOULEVARD AND AUTHORIZING PAYMENT. (R. LEE, LUMUMBA)**
36. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT MEDGAR EVERS BOULEVARD AT RIDGEWAY STREET AND AUTHORIZING PAYMENT. (R. LEE, LUMUMBA)**
37. **ORDER RATIFYING A CONTRACT WITH LEWIS ELECTRIC, INC. FOR RECONSTRUCTION OF THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT LIVINGSTON ROAD. (R. LEE, LUMUMBA)**
38. **ORDER RATIFYING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON SILAS BROWN STREET AT THE WOODROW WILSON BRIDGE. (LEE, LUMUMBA)**
39. **ORDER RATIFYING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON OLD CANTON ROAD AT HANGING MOSS CREEK. (LEE, LUMUMBA)**
40. **ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE STRAIGHT-LINE WINDSTORM DISASTER WHICH THE GOVERNING AUTHORITIES**

DECLARED AN EMERGENCY ON JUNE 16, 2023. (LEE, LUMUMBA)

41. **ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN. (ALL WARDS) (DOTSON, LUMUMBA)**
42. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE VIABLE INDUSTRIAL PARKS FOR JACKSON'S BUSINESS COMMUNITY. (DOTSON, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXPEND FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE NATIONAL LEAGUE OF CITIES (NLC) GRANT TO REIMBURSE TRAVEL EXPENSES FOR PARTICIPATING IN VARIOUS CONVENINGS FOR THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI). (DOTSON, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR MICRO ENTERPRISES IN THE CITY OF JACKSON. (DOTSON, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE JACKSON RESOURCE CENTER TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS) (DOTSON, LUMUMBA)**
46. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI URBAN RESEARCH CENTER (MURC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (DOTSON, LUMUMBA)**
47. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARMSTRONG COMPANY TO RELOCATE THE EMPLOYEE CLINIC AND CONFERENCE ROOM, THE DEPARTMENT OF PERSONNEL MANAGEMENT, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF PUBLIC EDUCATION AND GOVERNMENT COMMUNICATION, AND THE DEPARTMENT OF PARKS AND RECREATION FROM 3645 HIGHWAY 80 TO 633 NORTH STATE STREET. (DOTSON, LUMUMBA)**
48. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH BUSINESS SYSTEMS & CONSULTANTS FOR THE INSTALLATION OF A SHELVING SYSTEM AND RELATED SERVICES FOR 633 NORTH STATE STREET. (DOTSON, LUMUMBA)**

49. ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY CO. FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND SERVICES FOR 633 NORTH STATE STREET. (DOTSON, LUMUMBA)
50. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE BEAN PATH TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS) (DOTSON, LUMUMBA)
51. ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT. (DOTSON, LUMUMBA)
52. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCES FOR ALL GRANTS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC. (DOTSON, LUMUMBA)
53. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN VISIT JACKSON ("VJ") AND THE CITY OF JACKSON ("COJ") TO FUND A BEAUTIFICATION PROJECT BY INSTALLING WAY FINDING SIGNAGE FROM THE KING EDWARD HOTEL DOWN TO FARISH ST. AND FROM FARISH ST. TO THE CONVENTION CENTER AS WELL AS FROM THE WESTIN HOTEL TO THE CONVENTION CENTER. (C. MARTIN, LUMUMBA)
54. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "TARRY FUNCHESS AND JOSEPHINE FUNCHESS V. CITY OF JACKSON, MISSISSIPPI" IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 17-cv-02954. (C. MARTIN, LUMUMBA)

DISCUSSION

55. DISCUSSION: REQUEST FOR PROPOSALS FOR EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT CAPABILITIES (OWENS, C. MARTIN)
56. DISCUSSION: TREES (STOKES)
57. DISCUSSION: CHIEF OF POLICE (STOKES)
58. DISCUSSION: STATUS OF RENAMING STREET TO "BOBBY RUSH BLVD" (HARTLEY)
59. DISCUSSION: PREVENTION OF ANOTHER "GARBAGE CRISIS". WHAT RFP ACTIONS ARE BEING TAKEN? (HARTLEY)
60. DISCUSSION: JFD BUDGET (FOOTE)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Public Hearing

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

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

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

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

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

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

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

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

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

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

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

Public Hearing/
Adoption of Ordinances

Agenda Item # 2
August 15, 2023
(Stokes)

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

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

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

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

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

Consent

Agenda

3

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 18, 2023 FOR THE FOLLOWING CASES:

**23-259
23-258
23-257**

**23-260
22-2559
23-253**

**23-39
23-47
23-44**

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

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

WHEREAS, hearings were held on April 18, 2023; and

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

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

- 1) **Case #23-259: Parcel #213-249** located at 510 Alta Woods 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 5

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on grass. Remove trash and debris.

- 2) **Case #23-258: Parcel #213-289** located at 407 Alta Woods Blvd.: After hearing testimony from owner Edwin Andrews, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Edwin Andrews shall be afforded five (5) days until April 23, 2023 to cure the violations by completing the scope of work. 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 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 3) **Case #23-257: Parcel #213-293** located at 415 Alta Woods 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 \$750.00. Ward 5

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

- 4) **Case #23-260: Parcel #213-96** located at 515 Oriole 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 5

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

- 5) **Case #22-2559: Parcel #634-225** located at 1891 Shady Lane Dr.: After hearing testimony from owner Ben Wiggins, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Ben Wiggins shall be afforded 7 (days) days until April 25, 2023 to enter into a repair agreement and ninety (90) days until July 24, 2023 to cure the violations by completing the scope of work. 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 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 6) **Case # 23-253: Parcel #213-301** located at 2100 Paden 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 5

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

- 7) **Case #23-39: Parcel #618-32** located at 2925 Brookwood 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 6

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 8) **Case #23-47: Parcel #622-200** located at 523 Daniel Cir.: After hearing testimony from owner Maria Diaz, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Maria Diaz shall be afforded seven (7) days until April 25, 2023 to cure the violations by completing the scope of work. 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 6

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

- 9) **Case #23-44: Parcel #622-152** located at 3122 Adrienne Dr.: After hearing testimony from owner Boring Properties, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Boring Properties shall be afforded 7 (days) days until April 25, 2023 to enter into a repair agreement and ninety (90) days until July 24, 2023 to cure the violations by completing the scope of work. 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 6

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

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

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

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

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

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/21/2023
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Chloe Dotson
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: July 21, 2023

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 18, 2023 FOR THE FOLLOWING CASES: 23-259, 23-258, 23-257, 23-260, 23-2559, 23-253, 23-39, 23-47, 23-44 is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



8/9/23
Date

OFFICE OF THE CITY ATTORNEY
8/9/23

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RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 4, 2023 FOR THE FOLLOWING CASES:

22-2464	21-1434	21-1782	22-536	22-2555
22-2378	22-207	21-683	22-2363	22-2554
22-2383	23-137	22-2502	23-79	23-325
22-2382	21-1734	22-2345	22-1406	22-2123
22-2301	23-617	22-344	22-1408	22-1353

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

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

WHEREAS, hearings were held on April 4, 2023; and

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

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

- 1) **Case #22-2464: Parcel #622-122** located at 3184 Bilgray 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 6

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

- 2) **Case #22-2378: Parcel #630-512** located at 1780 Wood Glen Dr.: After hearing testimony from owner Yolanda Bracey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Yolanda Bracey shall be afforded thirty (30) days until May 4, 2023 to cure the violations by completing the scope of work. 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 6

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 3) **Case #22-2383: Parcel #630-597** located at 1527 Wood Glen 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 6

Scope of Work: Remove trash and debris.

- 4) **Case #22-2382: Parcel #630-592** located at 1526 Wood Glen 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 \$750.00. Ward 6

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

- 5) **Case #22-2301: Parcel #630-588** located at 1558 Wood Glen 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 6

Scope of Work: Remove trash and debris.

- 6) **Case # 21-1434: Parcel #842-296** located at 0 Sharon Hills 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 \$1,000.00. Ward 6

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

- 7) **Case #22-207: Parcel #579-166** located at 205 Chippewa Cir.: After hearing testimony from owner James C. Turner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, James C. Turner shall be afforded ninety (90) days until July 3, 2023 to remove all items from home and sixty (60) days until September 1, 2023 to cure the violations by completing the scope of work. 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. Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed.

- 8) **Case #23-137: Parcel #741-212** located at 5960 River 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 1

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

- 9) **Case #21-1734: Parcel #305-13** located at 483 Willaman 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 \$750.00. 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.

- 10) **Case #23-617: Parcel #305-35** located at 470 Willaman 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 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 11) **Case #21-1782: Parcel #305-11** located at 469 Willaman St.: After hearing testimony from owner Willie E. Perry, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Willie E. Perry shall be afforded thirty (30) days until May 4, 2023 to cure the violations by completing the scope of work. 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 12) **Case #21-683: Parcel #805-6-14** located at 3001 Country Club Dr.: After hearing testimony from owner Easter Hargrave, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Easter Hargrave shall be afforded sixty (60) days until June 6, 2023 to cure the violations by completing the scope of work. 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 2

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 13) **Case #22-2502: Parcel #732-58** located at 2943 Percy V Simpson 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 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.

- 14) **Case #22-2345: Parcel #409-850-30** located at 2436 Newport 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 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.

- 15) **Case #22-344: Parcel #409-852-4** located at 2535 Newport 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 4

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

- 16) **Case #22-536: Parcel #101-77** located at 606 Stonewall 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; however, interested parties shall be afforded sixty (60) days until June 6, 2023 to cure the violations by completing the scope of work. 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: Remove trash and debris.

- 17) **Case #22-2363: Parcel #105-16** located at 610 Randall 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 \$1,000.00. Ward 3

Scope of Work: Remove trash and debris.

- 18) **Case #23-79: Parcel #105-37** located at 617 Randall 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 \$750.00. Ward 3

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

- 19) **Case #22-1406: Parcel #408-153** located at 3712 Hancock St.: After hearing testimony from owner Sylvester Garner Jr., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Sylvester Garner Jr. shall be afforded sixty (60) days until June 6, 2023 to cure the violations by completing the scope of work. 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: Remove trash and debris.

- 20) **Case #22-1408: Parcel #408-138** located at 3733 Hancock 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 as needed. Remove trash and debris.

- 21) **Case #22-2555: Parcel #104-176-27** located at 2506 Brown 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, saplings as needed. Remove trash and debris.

- 22) **Case #22-2554: Parcel #104-210** located at 2521 Brown St.: After hearing testimony from owner Herman Sylvester, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Herman Sylvester shall be afforded sixty (60) days until June 6, 2023 to cure the violations by completing the scope of work. 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 the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards.

23) **Case #23-325: Parcel #707-52** located at 6240 Brown 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: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards.

24) **Case #22-2123: Parcel #517-830** located at 5055 Manhattan Rd.: After hearing testimony from owner Roosevelt Turner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Roosevelt Turner shall be afforded thirty (30) days until May 4, 2023 to cure the violations by completing the scope of work. 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 7

Scope of Work: Remove trash and debris.

25) **Case #22-1353: Parcel #517-276** located at 701 Benning 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 \$750.00. Ward 3

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on grass. Remove trash and debris.

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

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

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

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

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/21/2023
DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	To be determined pending execution of contracts.	
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Chloe Dotson
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: July 21, 2023

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF A 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 HEARING HELD APRIL 4, 2023 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23
Date

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RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JULY 18, 2023 FOR THE FOLLOWING CASES:

21-1450	23-483	22-2487	23-352	22-632	23-87	22-528
21-1451	22-135	23-1005	22-374	23-825	23-789	22-529
23-899	22-1313	23-983	22-2556	21-723	23-788	
23-740	22-831	23-815	22-1364	22-2057	23-787	
23-749	22-1517	23-51	21-813	22-1013	22-520	

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

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

WHEREAS, hearings were held on July 18, 2023; and

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

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

- 1) **Case #21-1450: Parcel #207-17** located at 166 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 \$750.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

- 2) **Case #21-1451: Parcel #207-19** located at 178 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 \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 3) **Case #23-899: Parcel #168-139** located at 1027 Walnut 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 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 4) **Case #23-740: Parcel #836-18** located at 150 Del Rey Ave.: 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 and debris. Remove inoperable vehicle(s).

- 5) **Case #23-749: Parcel #211-235** located at 844 Combs 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 6

Scope of Work: Remove trash and debris.

- 6) **Case #23-483: Parcel #707-35** located at 533 W County Line Rd.: After hearing testimony from Everleen Powell, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Everleen Powell shall be afforded sixty (60) days until September 16, 2023 to cure the violations by completing the scope of work. 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 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 7) **Case #22-135: Parcel #517-640** located at 775 Launcelot 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 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 8) **Case #22-1313: Parcel #432-33** located at 109 Broadmoor Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as

see docket

45 days to cure. . .

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 ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 9) **Case #22-831: Parcel #425-460** located at 3616 Edwards Ave.: 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. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 10) **Case #22-1517: Parcel #432-301** located at 520 E. Northside 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 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 11) **Case #22-2487: Parcel #52-68** located at 305 Dunbar 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: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 12) **Case #23-1005: Parcel #430-181** located at 221 Stillwood 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 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 13) **Case #23-983: Parcel #569-80** located at 5114 Old Canton 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 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 14) **Case #23-815: Parcel #741-204** located at 5963 River 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 1

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 15) **Case #23-51: Parcel #410-365** located at 2502 Skyline 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 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperable vehicle(s).

- 16) **Case #23-352: Parcel #640-130** located at 109 Fair Ct.: 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 ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 17) **Case #22-374: Parcel #104-83** located at 2632 Meadow St.: After hearing testimony from Jeffery Shelby, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Jeffery Shelby shall be afforded thirty (30) days until August 17, 2023 to cure the violations by completing the scope of work. 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: Board up and/or secure structure(s). Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

18) **Case #22-2556: Parcel #97-158-1** located at 1819 Gordon St.: After hearing testimony from Carla McDaniel, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Carla McDaniel shall be afforded thirty (30) days until August 17, 2023 to cure the violations by completing the scope of work. 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: Remove trash and debris.

19) **Case #22-1364: Parcel #407-147** located at 2909 Overstreet Ave.: After hearing testimony from Debra Braison, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Debra Braison shall be afforded thirty (30) days until August 17, 2023 to cure the violations by completing the scope of work. 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

20) **Case #21-813: Parcel #405-329** located at 3037 Lily 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: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

21) **Case #22-632: Parcel #640-266** located at 154 Windsor 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 \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

22) **Case #23-825: Parcel #640-252** located at 127 Windsor 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 23) **Case #21-723: Parcel #425-224** located at 3737 Mosley Ave.: 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 3

Scope of Work: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 24) **Case #22-2057: Parcel #157-59** located at 1619 Central St.: After hearing testimony from Benjamin Wiggins, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Benjamin Wiggins shall be afforded thirty (30) days until August 17, 2023 to cure the violations by completing the scope of work. 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 5

Scope of Work: Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 25) **Case #22-1013: Parcel #171-125** located at 1601 S Gallatin St. Unit B: After hearing testimony from Bakksis Sing, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Bakksis Sing shall be afforded sixty (60) days until September 16, 2023 to cure the violations by completing the scope of work. 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 7

Scope of Work: Remove trash and debris.

- 26) **Case #23-87: Parcel #99-3** located at 142 Erie St. Unit 44: 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 ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 27) **Case #23-789: Parcel #409-747** located at 3823 Warner Ave.: 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, and saplings as needed. Remove trash and debris.

- 28) **Case #23-788: Parcel #409-795** located at 3965 Warner Ave.: 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 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 29) **Case #23-787: Parcel #409-796** located at 3969 Warner Ave.: 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, and saplings as needed. Remove trash and debris

- 30) **Case #22-520: Parcel #422-26** located at 3353 Redmond Ave.: 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 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 31) **Case #22-528: Parcel #422-46** located at 3336 Redmond Ave.: 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 the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

32) **Case #22-529: Parcel #422-44** located at 3332 Redmond Ave.: 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

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

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

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

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

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/19/2023
DATE

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																														
3.	Who will be affected	All City of Jackson residents																														
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																														
5.	Schedule (beginning date)	To be determined pending execution of contracts.																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																														
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	COST	To be determined pending execution of contracts.																														
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 30%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
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WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Chloe Dotson
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: July 19, 2023

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF A 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 HEARING HELD JULY 18, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23

Date

6

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MAY 16, 2023 FOR THE FOLLOWING CASES:

22-580	22-215	22-386	22-210	22-200	21-252
21-1980	21-1979	21-1219	21-955	21-791	22-2468
22-2509	22-2101	22-64	22-2400	21-484	22-2499
22-2496	21-133	21-192	22-108	21-432	22-2540
22-1984	22-1983	22-1982	22-1339	22-672	22-584
22-278	22-2225	22-2407	23-482	21-1307	23-487
22-492	22-265	23-894	23-895	21-1083	23-568
22-1590	22-551	21-1110	22-1684	23-599	

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

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

WHEREAS, hearings were held on May 16, 2023; and

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

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

- 1) **Case #22-580: Parcel #602-8** located at 803 E. McDowell Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 2) **Case #22-215: Parcel #602-9** located at 795 E. McDowell Rd. After hearing testimony from Mike Dawkins, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Mike Dawkins shall be afforded fifteen (15) days, or until May 31, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a

penalty of \$500.00 Ward 7

Scope of Work: Remove trash and debris.

- 3) **Case #22-386: Parcel #626-54** located at 3647 Terry Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 6

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

- 4) **Case #22-210: Parcel #209-15** located at 2749 Terry Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 5

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

- 5) **Case #22-200: Parcel #609-163** located at 3360 Terry Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: Remove trash and debris.

- 6) **Case #21-252: Parcel #607-24** located at 113 Cedar Lane.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 7

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 7) **Case #21-1980: Parcel #608-35** located at 236 E. Santa Clair St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 8) **Case #21-1979: Parcel #608-31** located at 212 E. Santa Clair St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside

- 9) **Case #21-1219: Parcel #608-20** located at 114 E. Santa Clair St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 7

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

- 10) **Case #21-955: Parcel #631-203** located at 2025 Wisteria Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 6

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

- 11) **Case #21-791: Parcel #212-22** located at 1916 Belvedere Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 12) **Case #22-2468: Parcel #212-132** located at 1904 Willaneel Dr. No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 5

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 13) **Case #22-2509: Parcel #211-166** located at 2548 Shepwood Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 14) Case #22-2101: Parcel #610-94** located at 3544 Southland Dr. No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 7

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

- 15) Case #22-64: Parcel #634-25** located at 2036 Shady Lane Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on the lawn. Remove trash and debris.

- 16) Case #22-2400: Parcel #56-47-6** located at 237 Mitchell Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 7

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

- 17) Case #21-484: Parcel #847-123** located at 4957 Cotton Wood Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on the lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 18) Case #22-2499: Parcel #97-224** located at 2109 Rondo St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00.
Ward 3

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

- 19) **Case #22-2496: Parcel #97-342** located at 1817 Rondo St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 3

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 20) **Case #21-133: Parcel #429-493** located at 4232 El Paso Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 21) **Case #21-192: Parcel #56-38-8** located at 223 Stonewall St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00.
Ward 7

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

- 22) **Case #22-108: Parcel #517-8** located at 313 Lawrence Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 3

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

- 23) **Case #21-432: Parcel #429-397** located at 4151 Del Rosa Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 24) Case #22-2540: Parcel #707-62** located at 6226 Kelley St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 2

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

- 25) Case #22-1984: Parcel #709-181** located at 0 Hillcrest St.: After hearing testimony from Coleman Sadie M, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Coleman Sadie M shall be afforded thirty (30) days, or until June 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00 Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 26) Case #22-1983: Parcel #709-178** located at 0 Hillcrest St.: After hearing testimony from Funches Robert L ET AL, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Funches Robert L ET AL shall be afforded sixty (60) days, or until July 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00 Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 27) Case #22-1982: Parcel #709-177** located at 0 Hillcrest St.: After hearing testimony from Funches Robert L ET AL, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Funches Robert L ET AL shall be afforded sixty (60) days, or until July 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00 Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 28) Case #22-1339: Parcel #709-214** located at 0 Hillcrest St. No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 29) Case #22-672: Parcel #427-185** located at 742 Montclair Pl.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 30) Case #22-584: Parcel #427-187** located at 756 Montclair Pl. No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00
Ward 3

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 31) Case #22-278: Parcel #814-7** located at 6047 Clinton Blvd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 4

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

- 32) Case #22-2225: Parcel #642-243** located at 5537 Queen Elizabeth Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00 Ward 4

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

- 33) Case #22-2407: Parcel #811-71** located at 5716 Magnolia Dr.: After hearing testimony from Laster Jessie, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Laster Jessie shall be afforded ninety (90) days, or until August 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00 Ward 2

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

34) Case #23-482: Parcel #642-334 located at 334 Queen Theresa Ln.: After hearing testimony from David Archie, the hearing officer recommends that adjudication of the property as a menace be held in abeyance. However, David Archie shall be afforded thirty (30) days, or until June 15, 2023, to cure the violations by completing the scope of work. Ward 4

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

35) Case #21-1307: Parcel #642-185 located at 232 Queen Anne Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

36) Case #23-487: Parcel #642-349 located at 405 Queen Catherine Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 4

Scope of Work: Remove trash and debris.

37) Case #22-492: Parcel #814-9-1 located at 6067 Clinton Blvd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris.

38) Case #22-265: Parcel #170-98-1 located at 445 W. Silas Brown St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

39) Case #23-894: Parcel #170-98 located at 907 Union St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 40) **Case #23-895: Parcel #170-104** located at 0 W Silas Brown St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 41) **Case #21-1083: Parcel #423-13** located at 3123 Tougaloo St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00 Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 42) **Case #23-568: Parcel #422-140** located at 3446 Bailey Ave.: After hearing testimony from Ira Burell, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Ira Burell shall be afforded sixty (60) days, or until July 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00 Ward 3

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

- 43) **Case #22-1590: Parcel #527-384** located at 4311 Oakhill Dr.: After hearing testimony from Morris Charles, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Morris Charles shall be afforded sixty (60) days, or until July 15, 2023, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00 Ward 2

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

- 44) **Case #22-551: Parcel #105-196** located at 1075 Maderia Ave.: After hearing testimony from Albert Gibbs, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Albert Gibbs shall be afforded fourteen (14) days or

until May 30, 2023 to clean up the property and ninety (90) days, or until August 15, 2023, to make necessary repairs to the property. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 45) Case #21-1110: Parcel #93-40** located at 953 Bailey Ave. Unit 63.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 46) Case #22-1684: Parcel #162-426** located at 1233 Jones Ave Unit 35.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

- 47) Case #23-599: Parcel #306-53** located at 219 Lindsey Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on the lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 48) Case #23-709: Parcel #119-465** located at 157 Road of Remembrance: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on the lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 49) Case #22-1746: Parcel #60-54** located at 244 Roosevelt St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 50) Case #22-1259: Parcel #66-48** located at 0 N. Lamar St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 51) Case #21-144: Parcel #125-83** located at 1857 W. Capitol St. No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 5

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

- 52) Case #22-579: Parcel #821-37** located at 5009 Tulane Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00.
Ward 4

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & 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, and safety using municipal resources or contract labor if the owners fail to do so.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/19/2023
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is Community Improvement regular agenda for the City Council authority to clean private property.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	Schedule (beginning date)	Effective following the scheduled council meeting
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	NA
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	NA
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 ___ NABI _____ % WAIVER yes ___ no ___ N/A ___

MEMORANDUM

TO: Mayor Choke A. Lumumba

VIA: Chloe Dotson
Director, Planning, and Development

FROM: Community Improvement
Planning and Development

DATE: 5/16/2023

RE: Agenda Item

The attached agenda item is a Resolution declaring a certain parcel 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. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
FORM 1

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF A 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 HEARING HELD MAY 16, 2023 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23

Date

7

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-685 LOCATED AT 1804 BAILEY AVE. PARCEL #98-129 – \$4,999.00 – WARD 7

WHEREAS, on September 13, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 9, 2022, for case #CE-21-685 located at 1804 Bailey Ave., parcel #98-129, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1804 Bailey Ave.; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$4,999.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1804 Bailey Ave. in an amount not to exceed \$4,999.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 1804 Bailey Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,999.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/28/2023
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$4,999.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6485)	
10.	EBO 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 ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 8/1/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., Inc. for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-685.

Thank you for your prompt consideration in this matter.

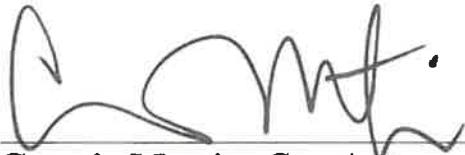
Office of the City Attorney

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 **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-685 LOCATED AT 1804 BAILEY AVE. PARCEL #98-129 - \$4,999.00 – WARD 7** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Kristie Metcalfe, *Deputy City Attorney*

8/9/23
Date

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1563 LOCATED AT 946 N. CONGRESS ST. PARCEL #39-56- \$11,988.00 – WARD 7

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for case #CE-21-1563 located at 946 N. Congress St., parcel #39-56, in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 946 N. Congress St.; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$11,988.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 946 N. Congress St. in an amount not to exceed \$11,988.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 946 N. Congress St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$11,988.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/28/2023
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life						
3.	Who will be affected	All City of Jackson residents.						
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.						
5.	Schedule (beginning date)	To be determined pending execution of contract.						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION						
8.	COST	\$11,988.00						
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6485)						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 7/28/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Love Trucking Co., INC., for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1563.

Thank you for your prompt consideration in this matter.

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 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1563 LOCATED AT 946 N. CONGRESS ST. PARCEL #39-56 - \$11,988.00 – WARD 7 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Kristie Metcalfe, *Deputy City Attorney*

8/9/03
Date

9

OFFICE OF THE CITY ATTORNEY
JPL 8/15/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-146 LOCATED AT 522 W. NORTHSIDE DR. PARCEL #427-12 – \$6,600.00 – WARD 3

WHEREAS, on January 3, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 22, 2022, for case #CE-22-146 located at 522 W. Northside Dr. parcel #427-12 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 522 W. Northside Dr.; and

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$6,600.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 522 W. Northside Dr. in an amount not to exceed \$6,600.00; and

WHEREAS, Socrates Garrett Enterprises, Inc., has a principal office located at 2659 Livingston Rd. Jackson MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc., to demolish the structure and remedy conditions on the property located at 522 W. Northside Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,600.00 shall be paid to Socrates Garrett Enterprises, Inc. upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/31/2023
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life					
3.	Who will be affected	All City of Jackson residents.					
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.					
5.	Schedule (beginning date)	To be determined pending execution of contract.					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7					
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION					
8.	COST	\$6,600.00					
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funding (001-444-70-6446)					
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 _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 6/1/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Garrett Enterprises, INC., for to demolish the structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-146.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-146 LOCATED AT 522 W. NORTHSIDE DR. PARCEL #427-12- \$6,600.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23
Date

OFFICE OF THE CITY ATTORNEY
8/9/23

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-237 LOCATED AT 737 ROBINHOOD ROAD- PARCEL #431-119 – \$1,575.00 (WARD 3) (DOTSON, LUMUMBA)

REC- 7/14/23

WHEREAS, on August 2, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for Case #CE-22-237 located at 737 Robinhood Road parcel #431-119 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 737 Robinhood Road; and

WHEREAS, Jones Landscape and Contractor Services LLC submitted the lowest bid of \$1,575.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Jones Landscape and Contractor Services LLC through its representative, Donald Jones, has agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 737 Robinhood Road in an amount not to exceed \$1,575.00; and

WHEREAS, Jones Landscape and Contractor Services LLC has a principal office located at 3172 Bilgray Drive, Jackson, Mississippi 39212, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services LLC, to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; to remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside and remedy conditions on the property located at 737 Robinhood Road deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,575.00 shall be paid to Jones Landscape and Contractor Services LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/16/2023
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents.																																													
4. Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.																																													
5. Schedule (beginning date)	To be determined pending execution of contract.																																													
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 PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$1,575.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 5/16/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC, for to cut grass and weeds: and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case # CE-22-237.

Thank you for your prompt consideration in this matter.

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
JLM
7/29/22

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-237 LOCATED AT 737 ROBINHOOD ROAD-PARCEL #431-119- \$1,575.00** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23

Date

1 1

ORDER ACCEPTING PAYMENT OF \$4,426.54 FROM SHELTER MUTUAL INSURANCE COMPANY ON BEHALF OF THEIR INSURED ZOE BENNETT AS A VEHICLE DAMAGE SETTLEMENT.

OFFICE OF THE CITY ATTORNEY
Lumumba, Martin

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$4,426.54 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle PT-757 on May 15, 2023.

APPROVED FOR AGENDA:

Consent Agenda

Item # 11

Agenda Date: August 15, 2023

By: Lumumba, Martin

06/26/2023

{TBP}

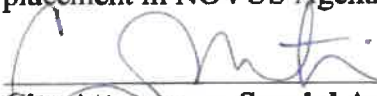
Office of the City Attorney
455 East Capitol Street


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 Order Accepting Payment of \$4,426.54 FROM SHELTER MUTUAL ON BEHALF OF THEIR INSURED ZOE BENNETT FOR VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda



City Attorney or Special Assistant
Carrie Johnson Deputy City Attorney 

DATE 7/26/23

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/26/2023
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$4,426.54 FROM SHELTER MUTUAL INSURANCE COMPANY ON BEHALF OF THEIR INSURED ZOE BENNETT AS A VEHICLE DAMAGE SETTLEMENT						
2.	Public Policy Initiative 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	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$4,426.54						
9.	Source of Funding ▪ General Fund <input checked="" 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>

MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson


DATE: June 26, 2023

RE: Settlement of Vehicle Claim from Shelter Mutual Insurance Co.
{Zoe Bennett- 14964-VC}

On 5/15/2023 Public Works employee Keith Bratton (PT757, 2012 Ford F-150) was parked in front of his home at 1282 Plantation Blvd when Zoe Bennett (2008 Nissan Altima) was traveling west on Plantation Blvd and hit the left bumper causing damage.

Shelter Insurance Company issued payment in the amount of \$4,426.54 for damage to the City vehicle and loss of use.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the city from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney

CJ/tbp

Attachments



CHECK DETAIL REPORT

BATCH: 10610
CLERK: MacBarrelli Poullard
DATE: 06/23/2023 11:14:56

TRANSACTION	SEQUENCE	CHECK NUMBER	PAYMENT MEMO	SYSTEM AMOUNT
35484	1	043322411	CUSTOMER	4,426.54

TOTALS # OF TENDERS: 1 4,426.54



**CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM**

DATE: 6/23/2023

RECEIVED FROM: Shelter Mutual Insurance Company (Insured Zoe Bennett)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim 14964 D/L: 5/15/2023 Vehicle # PC 757
Division#: 001 451 10 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check#	<u>043322411</u>	\$ <u>4,426.54</u>
Check#	_____	\$ _____
		\$ _____
		TOTAL DEPOSIT\$ 4,426.54

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>PC 757</u>	<u>\$4,426.54</u>
_____	_____	_____
_____	_____	_____

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CLAIM NO. AT0000003443774	SHELTER MUTUAL INSURANCE COMPANY <small>Columbia, Missouri 65218-0001</small>	DATE: 06-08-2023	CHECK NO. 043322411
PAY TO THE ORDER OF: CITY OF JACKSON		CENTRAL BANK OF BOONE COUNTY <small>Columbia, MO 65205</small>	
		<small>80-85</small>	
		<small>815</small>	

Four thousand four hundred twenty six and 54/100 Dollars

AMOUNT
\$4,426.54

01043322411



Christina M. Wal
AUTHORIZED SIGNATURE

THIS DOCUMENT IS PROTECTED AGAINST ALTERATIONS WITH CHECK PROTECT FEATURES

⑈043322411⑈ ⑆081500859⑆ 128182853⑈



SHELTER INSURANCE COMPANIES
1817 West Broadway
Columbia, MO 65218
1-800-SHELTER



SHELTER MUTUAL
SHELTER GENERAL
SHELTER LIFE

June 9, 2023

000193 CCLT 06092023



CITY OF JACKSON
ATTN: RISK MANAGEMENT DIVISION
P.O. BOX 17
JACKSON, MS 39205-0017

RECEIVED

JUN 12 2023

RISK MANAGEMENT

RE: Claim Number: AT0000003443774
Loss Date: 05/15/2023

Enclosed is a \$4,426.54 payment for the above claim.

Invoice No:
Invoice Date: 06/08/2023

Payment Description:
SUBROGATION FOR DAMAGES TO 2012 FORD F150

Coverages:

PROPERTY DAMAGE \$4,426.54

Payment Notes:

PAM LOCKARD, ADJUSTER (573) 214-4759

Please retain this letter for your records

C-591-C



CARSTAR AUTOWORKS COLLISION

"Relax, We'll Take It From Here!"
113 BRIARWOOD DRIVE, JACKSON, MS 39206
Phone: (601) 203-2092

Workfile ID: dd9a6fb0
Federal ID: 27-4599397
Resale Number: 025-43943-1
Federal EPA: MSD053773925

Preliminary Estimate

Customer: Bratton, Keith

Written By: Jamie Brinson

Insured: Bratton, Keith
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Bratton, Keith
(601) 560-2065 Cell

Inspection Location:
CARSTAR AUTOWORKS COLLISION
113 BRIARWOOD DRIVE
JACKSON, MS 39206
Repair Facility
(601) 203-2092 Business

Insurance Company:
SELF PAY

RECEIVED

MAY 25 2023

RISK MANAGEMENT DIVISION

VEHICLE

2012 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

VIN: 1FTFX1CF3CFC22707
License:
State: MS

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel

Alarm

Message Center

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control

Stability Control

Front Side Impact Air Bags
Head/Curtain Air Bags

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: Bratton, Keith

2012 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		PICK UP BOX					
2	R&I	R&I tailgate assy				Incl.	
3	Repl	LT Side panel w/o wheel opening molding	9L3Z8427841B	1	593.58	11.5	3.0
4		Add for Clear Coat					1.2
5		Deduct for Rear Bumper R&I				-0.8	
open	R&I	R&I box assy				2.5	
7		REAR BUMPER					
8		O/H rear bumper				1.8	
9	Repl	Bumper chrome w/o reverse sensor	9L3Z17906A	1	1,091.53	Incl.	
10	Repl	Step pad w/o trailer tow	9L3Z17B807A	1	110.13	Incl.	
11		MISCELLANEOUS OPERATIONS					
12	*	Repl Cover car/bag		1		0.0	
13	#	Repl Corrosion protection		1	8.00 T	0.3	
14	#	Repl Seam sealer		1	8.50 T	0.3	
15			OTHER CHARGES				
16	#		E.P.C.	1	5.00		
SUBTOTALS					1,816.74	15.6	4.2

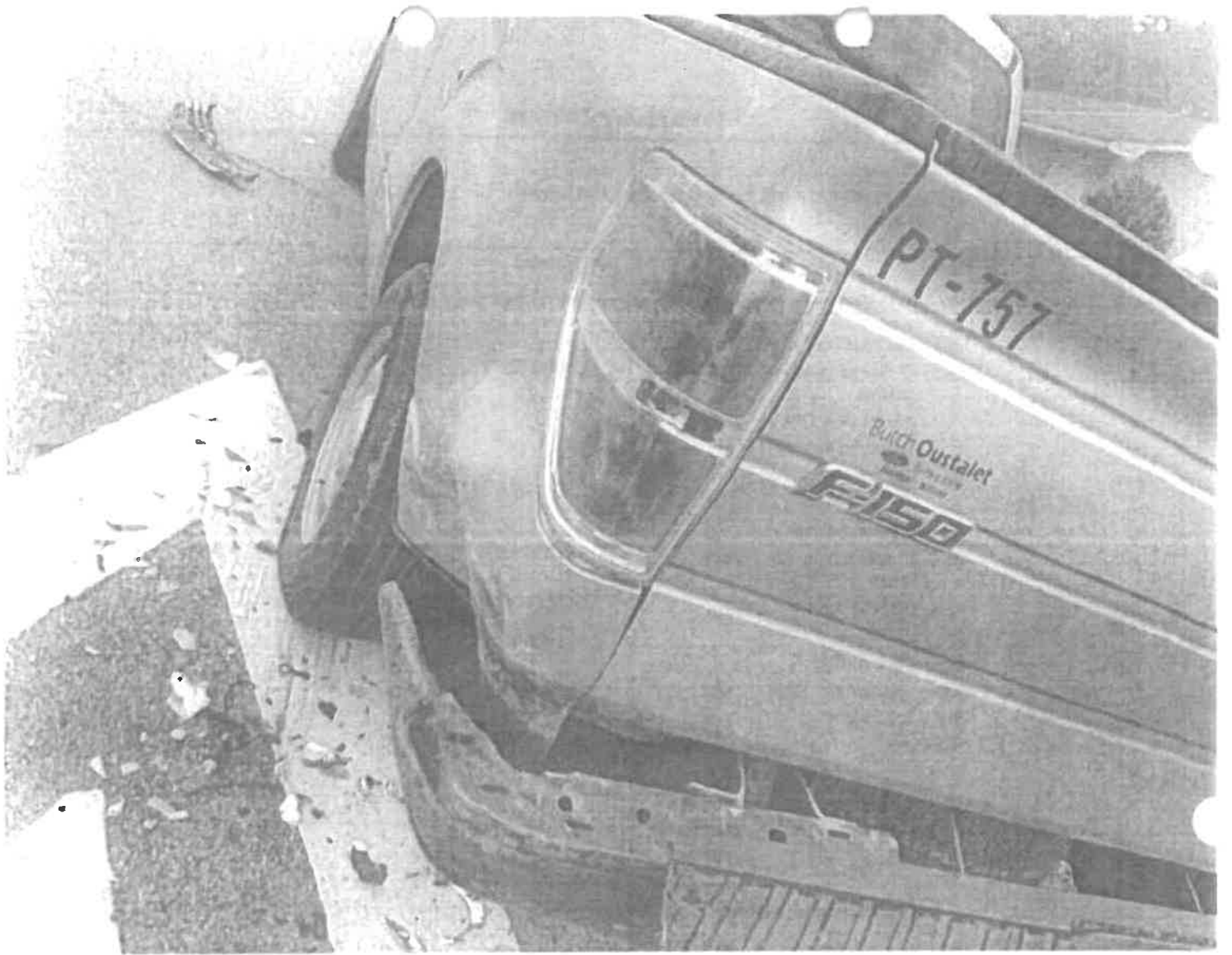
ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,795.24
Body Labor	15.6 hrs @	\$ 90.00 /hr	1,404.00
Paint Labor	4.2 hrs @	\$ 90.00 /hr	378.00
Paint Supplies	4.2 hrs @	\$ 64.00 /hr	268.80
Miscellaneous			16.50
Other Charges			5.00
Subtotal			3,867.54
Sales Tax	\$ 3,862.54 @	8.0000 %	309.00
Grand Total			4,176.54
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			4,176.54

MyPriceLink Estimate ID / Quote ID:

1089981882726096896 / 123782026

[Handwritten Signature] 5/23/21





Preliminary Estimate

Customer: Bratton, Keith

2012 FORD F-150 XL Supercab 145" WB 4D P/U 8-5.0L Flex Fuel Electronic Fuel Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA09, CCC Data Date 05/16/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) Items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

12

ORDER ACCEPTING PAYMENT OF \$5,582.79 FROM SAFECO INSURANCE COMPANY ON BEHALF OF THEIR INSURED KASONDRA COOPER AS A VEHICLE PROPERTY DAMAGE SETTLEMENT.

OFFICE OF THE CITY ATTORNEY
[Handwritten Signature]

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$5,582.79 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle PC-1836 on July 25, 2021.

APPROVED FOR AGENDA:

Consent Agenda

Item # 12

Agenda Date. August 15, 2023

By: Lumumba, Martin

05/18/2023
{TBP}

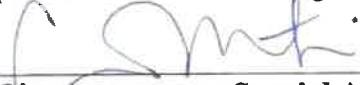
Office of the City Attorney
455 East Capitol Street

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

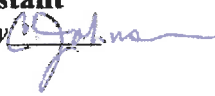
OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This Order Accepting Payment of \$5,582.79 FROM SAFECO INSURANCE ON BEHALF OF THEIR INSURED KASONDRA COOPER FOR VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda



City Attorney or Special Assistant
Carrie Johnson Deputy City Attorney



DATE 7/26/23

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/18/2023
DATE

POINTS		COMMENTS								
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$5,582.79 FROM SAFECO INSURANCE COMPANY ON BEHALF OF THEIR INSURED KASONdra COOPER AS A VEHICLE PROPERTY DAMAGE SETTLEMENT								
2.	Public Policy Initiative 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	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	\$5,582.79								
9.	Source of Funding ▪ General Fund <input checked="" 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>

MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson

DATE: May 18, 2023

RE: Settlement of Vehicle Claim from Safeco Insurance Co.
{KaSondra Cooper 14385-DT}

On 7/27/22, Officer Joseph Green (2015 Dodge Charger, PC-1836) was traveling south on Bailey Avenue, with blue light and sirens activated, in an attempt to conduct a traffic stop of a dark colored vehicle. Safeco's insured (KaSondra R. Cooper, 2017 Chrysler 300) was traveling east on W. Fortification came a complete stop at the intersection to allow the dark colored vehicle to pass her at a high rate of speed. Officer Green then cleared intersection and proceed through the intersection. Ms. Cooper failed to notice the blue lights and collided into Officer Green's patrol car. There was heavy damage to the passenger side of PC-1836. There were no injuries reported.

The demand letter was sent to General Liberty Auto in the amount of \$5,582.79. Safeco Insurance mailed the settlement check in the amount of \$5,582.79.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The amount received represents a portion of demand and the remainder of demand for the loss of use is presently being pursued by the Risk Management Division. Nevertheless, the acceptance of this payment will not preclude the city from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney

CJ/tbp

Attachments

Jenkins Automotive

Jenkins Automotive
 1120 England Road
 Jackson, MS 39209
 Business Phone: (601) 874-0440
 dougmontrel@gmail.com

Estimate

Est # 96
 ID # 12529593

RECEIVED

MAY 11 2023

Vehicle Info
 2015 Dodge -Charger Police
 2C3CDXAG8FH735288
 License: PC1836
 Body Type: 4 Door Sedan
 Engine: 3.6L 6 Cyl Gas Injected
 Transmission: 5 Speed Auto Trans
 Drive Type: RWD

Owner
 Jackson police department
 All parts supplied by city garage

Insurance Company
 Inspection Date: 10/19/2022
 Repair Days: 6

RISK MANAGEMENT DIVISION

	Oper	Description	Part Number	Price	Labor
FRONT BUMPER					
1	Replace	FRT BUMPER COVER	68267765AC	\$685.00	Included 3.1 hrs. Paint panel 3.3 hrs. Refinish
		1.2 hrs. Clearcoat, 0.5 hrs. Edging, 1.6 hrs. Blend Includes R&I/R&R Splash Shields & Front Under Cover			
2	Overhaul	O/H BUMPER COVER (INCLUDES R&I) (FRT BUMPER COVER ASSY)			4 hrs. Body
3	Replace	FLEX ADDITIVE		\$10.00	
4	Other	HAZARDOUS WASTE REMOVAL Sublet - Nontaxed			
				\$5.00	
FRONT FENDER					
5	Replace	R FENDER PANEL	68213060AC	\$354.00	0.9 hrs. Body 2 hrs. Paint panel 2.3 hrs. Refinish
		0.8 hrs. Clearcoat, 0.5 hrs. Edging, 1 hrs. Blend w/Bumper Cover Assy Removed, Includes R&I/R&R Rocker Moulding & Splash Shield			
6	Refinish	COLOR TINT - Taxed		\$10.00	0.5 hrs. Body
7	Refinish	COVER CAR FOR OVERSPRAY		\$5.00	0.3 hrs. Body
FRONT SUSPENSION					
8	Replace	R FRT SUSP STRUT -M	ORDER FROM DEALER	\$868.00	1.4 hrs. Mechanical
		R&R One Side Complete, w/Lower Control Arm Removed Deduct .8			
9	Replace	R FRT SUSP COIL SPRING -M	ORDER FROM DEALER	\$107.00	1.4 hrs. Mechanical
		R&R One Side Complete, w/Lower Control Arm Removed Deduct .8			
10	Replace	R UPR FRT SUSP CONTROL ARM ASSY - M	68487350AA	\$285.00	1.5 hrs. Mechanical
		w/Knuckle Removed Deduct .4			
FRONT DOOR					
11	Repair	R FRT DOOR SHELL			2 hrs. Body 2.3 hrs. Paint panel 3.3 hrs. Refinish
		0.9 hrs. Clearcoat, 1.2 hrs. Blend, 1.2 hrs. Underside			

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	7.7	\$80.00	\$616.00	
Mechanical Labor	4.3	\$95.00	\$408.50	
Paint Labor	16.3	\$80.00	\$1,304.00	
Paint Supplies	16.3	\$42.00	\$684.60	✓
Nontaxed			\$5.00	
OEM Parts			\$2,299.00	✓
Other Parts			\$15.00	✓
Taxed			\$10.00	✓
Taxable Amount			\$3,008.60	
Tax	8%		\$240.69	
Nontaxable Amount			\$2,333.50	
Grand Total			\$5,582.79	

CLAIM OFFICE ADDRESS:
P.O. BOX 1525
DOVER, NH 03821-1525

Safeco Insurance
A Liberty Mutual Company

CK REFERENCE 58001622	CHECK DATE 02/22/23
CHECK AMOUNT ***\$5582.79	BLOCK NUMBER 002075

B. CODE
404

CONTACT: GRAHAM, LAUREN
PH 1-800-2CLAIMS

ACCIDENT DATE: 07/25/21

PAGE 1 OF 1
U/W CO: SAFECO INSURANCE COMPANY OF ILLINOIS
OSN: VV0101022201-002765
CLAIM NUMBER: 046356144-0002
POLICY NUMBER: X6230779
INSURED OPERATOR:

INSURED NAME: COOPER, KASONDRA

CLAIMANT NAME: CITY OF JACKSON

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			5935.39	5582.79	97
PAYMENT TO: CITY OF JACKSON			TOTAL CHARGE:	5935.39	
			TOTAL PAID:	5582.79	
			TOTAL DEDUCTIBLE:	0.00	
			TOTAL FEDERAL WITHHOLDING:	0.00	
			CHECK AMOUNT:	5582.79	

ADJUSTMENT CODE NOTES:
97 SEE NOTES FOR ADJUSTMENT DESCRIPTION

NOTES
SUBRO PAYMENT FOR CLAIM # 14385

RECEIVED
FEB 27 2023
RISK MANAGEMENT

PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS *002075*
SUWANEE, GA
P.O. BOX 1525
DOVER, NH 03821-1525

Safeco Insurance
A Liberty Mutual Company

51-44/119
BANK OF AMERICA
HARTFORD, CT

PAY 5582.79
ONLY FOR DEPOSIT WITHIN 90 DAYS

*PAY *FIVE *THOUSAND *FIVE *HUNDRED *EIGHTY *TWO *DOLLARS *SEVENTY *NINE *CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0586	404	CLAIM 046356144-0002	58001622	02/22/23

PAY ***\$5582.79

VOID IF NOT PRESENTED WITHIN 90
DAYS OF ISSUE DATE OF CHECK

PAY TO THE
ORDER OF

CITY OF JACKSON
ATTN: RISK MANAGEMENT DIVISION
PO BOX 17
JACKSON MS 39205-0017

Handwritten signature

⑈ 5800 16 22 ⑈ ⑆ 0 1 1 900 4 4 5 ⑆ 00 2 2 4 0 0 7 20 6 5 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.









13

ORDER ACCEPTING PAYMENT OF \$12,491.86 FROM GEICO INSURANCE COMPANY ON BEHALF OF THEIR INSURED RONALD NEDERHOED AS A VEHICLE DAMAGE SETTLEMENT.

OFFICE OF THE CITY ATTORNEY
A. Lumumba

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$12,491.86 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0082 on October 6, 2022.

APPROVED FOR AGENDA:

Consent Agenda

Item # 13

Agenda Date August 15, 2023

By: Lumumba, Martin

07/07/2023

{TBP}

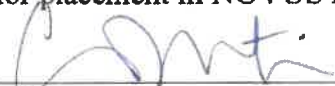
Office of the City Attorney
455 East Capitol Street

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 Order Accepting Payment of \$12,491.86 FROM GEICO INSURANCE ON BEHALF OF THEIR INSURED RONALD NEDERHOED FOR VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda



City Attorney or Special Assistant
Carrie Johnson *Deputy City Attorney*

DATE 7/26/23

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/07/2023

DATE

POINTS		COMMENTS								
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$12,491.86 FROM GEICO INSURANCE COMPANY ON BEHALF OF THEIR INSURED RONALD NEDWEEHOED AS A VEHICLE DAMAGE SETTLEMENT								
2.	Public Policy Initiative 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	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	\$12,491.86								
9.	Source of Funding ▪ General Fund <input checked="" 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>

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: July 7, 2023

**RE: Settlement of Vehicle Claim from Geico Insurance Co.
{Ronald Nederhoed 14722-DT}**

On 10/6/2022, while at the intersection waiting for the turn signal the driver (Ronald Nederhoed) of a blue Toyota Corolla rear-ended the vehicle next to me (Elliot Holmes). The two (2) vehicles then collided into a traffic sign adjacent to the signal. Mr. Nederhoed then crossed over the intersection and collided into the passenger side of City vehicle (SUV-0082). There were no injuries reported at the time of the accident. The City vehicle was immobile and was taken to Fire Garage by wrecker service. Geico's adjuster went to Fire garage to inspect vehicle and provided Market Valuation Report which came to the total of \$16,574.00.

The demand letter was sent to Geico Insurance Company in the amount of \$16,574.00. City advised Geico that we want to retain salvage and Geico provided an email with the Co-part deduction (\$4,082.14), making their net payout settlement offer \$12,491.86.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments

BATCH 10695 PAYMENTS PROOF

CLERK: dgmicew BATCH NUMBER: 10695
 BATCH PROCESSING DATE: 07/06/2023

RECEIPT LINE	YEAR	BILL CHARGE DESCRIPTION	TYPE	CATEGORY	PRIN PAID	CUST #	NAME INT PAID	PROPERTY ID INT HELD	TOTAL AMOUNT
30068	2023	30068 MS Misc Cash Receipts			12,491.86		GEICO INSURANCE COMPANY	SUV0082	12,491.86
1		ADRM01 SETTLEMENT					0.00	0.00	
		REVENUE:							
		001 5795			12,491.86		DESC: FULL & COMPLETE SETTLEMENT	REF1: 00140792	
		CASH:							
		999 1103			12,491.86		DESC: REIM FOR DMG TO SUV-0082		
1		CHECK			12,491.86		CHECK #: N625117772	MEMO: GEICO INSURANCE COMPANY	

TOTAL RECEIPTS: 1
 TOTAL PAYMENTS: 12,491.86

TOTAL PRINCIPAL PAID: 12,491.86
 TOTAL INTEREST PAID: 0.00
 TOTAL INTEREST HELD: 0.00

Detailed Payment Summary

NO. N625117772

GEICO INSURANCE COMPANY
ONE GEICO CENTER
MACON GA, 31296-0001

Claim #
0378130630101174-04

Date of Loss
10/6/2022

Date
6/23/2023

Field Claim Center
REGION III SOUTHEAST

Adjuster Code
C769

Payment Type
LOSS

Tax ID/SS#/Atty ADJ Code

Claimant Name
CITY OF JACKSON MISSISSIPPI

Total Amount
\$12,491.86

Insured Name
RONALD NEDERHOED

Pay To
CITY OF JACKSON MISSISSIPPI

Feature and Amount
APD \$12,491.86

RECEIVED

JUN 27 2023

RISK MANAGEMENT

COPY

In Payment Of
PROPERTY DAMAGE COVERAGE

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages. *Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000. * These online services are unavailable to Assigned Risk Policyholders.

C-624-BK

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO INSURANCE COMPANY ONE GEICO CENTER MACON GA, 31296-0001	Bank of America HARTFORD, CT 06210	51-44 119-CT	NO. N625117772
Claimant Name: CITY OF JACKSON MISSISSIPPI	Claim Number: 0378130630101174-04	insured Name: RONALD NEDERHOED	VOID AFTER 180 DAYS Date: 6/23/2023
Feature Symbol and Amount: APD \$12,491.86			Amount: \$12,491.86
TWELVE THOUSAND FOUR HUNDRED NINETY ONE AND 86/100 DOLLARS***			
Pay to the Order Of: CITY OF JACKSON MISSISSIPPI	In Payment Of: PROPERTY DAMAGE COVERAGE		
Mail To: CITY OF JACKSON MISSISSIPPI PO BOX 17 JACKSON MS, 39205-0017 US			

⑈0625117772⑈ ⑆011900445⑆ 00000019191⑈

ProQuote

All values are shown in USD

ProQuote Result



\$4,082.14

Low \$3,820.07

High \$5,182.82

Quote ID 2380C622A6

Generated 03/13/2023 02:20 PM

Criteria

Seller	GFLD	Country	United States
	GEICO - HOME OFFICE		
Claim #	037813063010117	Vehicle Type	Automobile
	4		
VIN	1FM5K8B86FGC5	Year	2015
	8035		
Make	Ford	Model	Explorer
Body Style	4dr Sport Utility	Engine Size	3.5L 6
Primary Damage	Side	Severity of Damage	Heavy
Drivability Rating	Drives	Vehicle Location	39201
Repair Cost	\$13,935.00	ACV	\$16,574.00
Sale Title Type	Salvage Title	Loss Type	Collision
Keys	Yes	Drive Train	4x4 W/front Whl Drv
Secondary Damage		Odometer	80552
		Odometer Brand	



MARKET VALUATION REPORT

Prepared for GOVERNMENT EMPLOYEES INSURANCE COMPANY



REPORT SUMMARY



CLAIM INFORMATION

Owner	City Of Jackson Mississippi Po Box 17 Jackson, MS 39205-0017
Loss Vehicle	2015 Ford Explorer 4WD
Loss Incident Date	10/06/2022
Claim Reported	12/16/2022

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GOVERNMENT EMPLOYEES INSURANCE COMPANY.

Loss vehicle has 22% fewer than average mileage of 103,300.



INSURANCE INFORMATION

Report Reference Number	110696614
Claim Reference	0378130630101174-04
Adjuster	Berch, Mitch
Odometer	80,552
Last Updated	12/16/2022 02:43 PM



VALUATION SUMMARY

Base Vehicle Value	\$ 16,574.00
Adjusted Vehicle Value	\$ 16,574.00
Total	\$ 16,574.00

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	8
Valuation Notes.....	15
Supplemental Information.....	16

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

GOVERNMENT EMPLOYEES INSURANCE COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.



SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

 **VEHICLE INFORMATION**

VEHICLE DETAILS

Location	JACKSON, MS 39205-0017
VIN	1FM5K8B86FGC58035
Year	2015
Make	Ford
Model	Explorer
Body Style	4WD
Body Type	Sports Utility
Engine -	
Cylinders	6
Displacement	3.5L
Fuel Type	Gasoline
Carburation	Sequential MPI
Transmission	Automatic Transmission 4 Wheel Drive
Curb Weight	4610 lbs

VEHICLE ALLOWANCES

Odometer	80,552	+ 1,792
Options		
Trailer Hitch	Reported	+ 100
Trailer Package	Reported	+ 100
Reported* Option(s) added after initial valuation		

VEHICLE HISTORY SUMMARY

Experian AutoCheck No Title Problem Found

National Highway Traffic 7 Recalls
 Safety Administration

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

 VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	80,552	
Transmission	Automatic Transmission	✓
	4 Wheel Drive	✓
Driver Convenience	Keyless Entry	✓
	Message Center	✓
	Power Driver Seat	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Cruise Control	✓
	Intermittent Wipers	✓
	Tilt Wheel	✓
	Telescopic Wheel	✓
	Steering Wheel Touch Controls	✓
	Console/Storage	✓
	Overhead Console	✓
Instrument Panel	Traction Control	✓
	Stability Control	✓
	Air Conditioning	✓
	Climate Control	✓
	Rear Defogger	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
	Auxiliary Audio Connection	✓
Safety	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
Paint	Clearcoat Paint	✓

To the left is the equipment of the loss vehicle that GOVERNMENT EMPLOYEES INSURANCE COMPANY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

☐ **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

 VEHICLE INFORMATION

VEHICLE EQUIPMENT

Front End	Metallic Paint	<input type="checkbox"/>
	California Emissions	<input checked="" type="checkbox"/>
	Power Steering	<input checked="" type="checkbox"/>
	Power Brakes	<input checked="" type="checkbox"/>
	Anti-lock Brakes (4)	<input checked="" type="checkbox"/>
Glass And Mirrors	Dual Mirrors	<input checked="" type="checkbox"/>
	Privacy Glass	<input checked="" type="checkbox"/>
Seats	Cloth Seats	<input checked="" type="checkbox"/>
	Bucket Seats	<input checked="" type="checkbox"/>
	Reclining/Lounge Seats	<input checked="" type="checkbox"/>
	Retractable Seats	<input checked="" type="checkbox"/>
	3rd Row Seat	<input checked="" type="checkbox"/>
Rear Convenience	Dual Air Conditioning	<input checked="" type="checkbox"/>
Decor	Luggage/Roof Rack	<input checked="" type="checkbox"/>
Rear End	Rear Window Wiper	<input checked="" type="checkbox"/>
	Rear Spoiler	<input checked="" type="checkbox"/>
Wheels	4-wheel Disc Brakes	<input checked="" type="checkbox"/>
	Aluminum/Alloy Wheels	<input checked="" type="checkbox"/>
Truck And Towing	Trailer Hitch	<input type="checkbox"/>
	Trailer Package	<input type="checkbox"/>

(This table is extremely faint and illegible in the provided image. It appears to be a continuation of the vehicle information or a separate data table.)

 VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	Guideline: Transmission: Fluid slightly discolored. A few areas of seepage. Engine: Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	\$ 0
Tires	AVERAGE PRIVATE	Guideline: Front Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11) Rear Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11)	\$ 0
Paint	AVERAGE PRIVATE	Guideline: Few small deep chips and/or scratches. No significant peeling and/or flaking. Minor swirl marks. Slight Fading.	\$ 0
Body	AVERAGE PRIVATE	Guideline: Sheet Metal: Few dents and/or numerous dings. No significant surface rust. Trim: Minimal damage to components. Few dents and/or numerous dings.	\$ 0
Glass	AVERAGE PRIVATE	Guideline: Light surface scratches and/or pitting. Few chips.	\$ 0
Seats	AVERAGE PRIVATE	Guideline: Lightly soiled, faded and/or discolored. Few small tears, holes and/or burn marks. No significant bare spots.	\$ 0
Carpets	AVERAGE PRIVATE	Guideline: Lightly soiled and/or stained. Few small tears, holes and/or burn marks. No significant bare spots.	\$ 0
Dashboard	AVERAGE PRIVATE	Guideline: Few small scratches and/or gouges. Minimal damage to components. Light wear.	\$ 0

GOVERNMENT EMPLOYEES INSURANCE COMPANY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 **VEHICLE CONDITION**

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Headliner	AVERAGE PRIVATE	Guideline: Few small holes and/or burn marks. Lightly scuffed.	\$ 0
Total Condition Adjustments			\$ 0



COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	80,552	110,387	107,718	99,124
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Remote Starter	x	x	x	✓
Message Center	✓	✓	✓	✓
Memory Package	x	x	x	✓
Power Driver Seat	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Heated Mirrors	x	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Power Adjustable Pedals	x	x	x	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Home Link	x	x	x	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Alarm	x	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Hands Free	x	✓	✓	✓
Wood Interior Trim	x	x	x	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	x	x	x	✓
Satellite Radio	x	✓	✓	✓
Electric Glass Roof	x	✓	x	x
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓

Comp 1 Updated Date: 07/09/2022

2015 Ford Explorer Xlt 4wd 6 3.5l

Gasoline Sequential Mpi

VIN 1FM5K8D8XFGC14052

Dealership Hill Kelly Dodge

Contact David Milne

Telephone (850) 476-9078

Source Inspected Inventory

Stock # VIN4052

Distance from Jackson, MS

214 Miles - Pensacola, FL

Comp 2 Updated Date: 12/11/2022

2015 Ford Explorer Xlt 4wd 6 3.5l

Gasoline Sequential Mpi

VIN 1FM5K8D8XFGC13984

Dealership Direct Auto

Telephone (228) 396-3222

Source Autotrader

Stock # 13657K

Distance from Jackson, MS

147 Miles - Diberville, MS

Comp 3 Updated Date: 12/04/2022

2015 Ford Explorer Limited 4wd 6 3.5l

Gasoline Sequential Mpi

VIN 1FM5K8F83FGB71297

Dealership Petrus Auto Sales

Telephone (870) 673-4602

Source Autotrader

Stock # 9011A

Distance from Jackson, MS

170 Miles - Stuttgart, AR

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✓	x	x	✓
Fog Lamps	x	✓	✓	✓
California Emissions	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Signal Integrated Mirrors	x	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Cloth Seats	✓	x	✓	x
Leather Seats	x	✓	x	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Power Passenger Seat	x	✓	✓	✓
Heated Seats	x	✓	x	✓
Rear Heated Seats	x	x	x	✓
Retractable Seats	✓	✓	✓	✓
3rd Row Seat	✓	✓	✓	✓
Dual Air Conditioning	✓	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Parking Sensors	x	✓	✓	✓
Backup Camera	x	✓	x	✓
Rear Window Wiper	✓	✓	✓	✓
Rear Spoiler	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Trailer Hitch	✓	x	x	x
Trailer Package	✓	x	x	x
List Price		\$ 19,450	\$ 18,995	\$ 19,480
Take Price		\$ 19,450		
Adjustments:				
Make/Model/Trim		- \$ 1,700	- \$ 1,700	- \$ 2,700
Options		- \$ 850	+ \$ 200	+ \$ 400
Mileage		+ \$ 2,467	+ \$ 2,233	+ \$ 1,368
Condition ¹		- \$ 2,157	- \$ 2,157	- \$ 2,157

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.



COMPARABLE VEHICLES

Adjusted Comparable Value	\$ 17,210	\$ 17,571	\$ 16,391
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 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
Odometer	80,552	84,305	107,690	87,684
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Remote Starter	x	x	✓	✓
Message Center	✓	✓	✓	✓
Memory Package	x	x	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Heated Mirrors	x	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Power Adjustable Pedals	x	x	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Home Link	x	x	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Alarm	x	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Hands Free	x	✓	✓	✓
Wood Interior Trim	x	x	✓	✓
Navigation System	x	x	x	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	x	✓	✓	✓
Satellite Radio	x	✓	✓	✓
Electric Glass Roof	x	x	x	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓

Comp 4 Updated Date: 12/11/2022
2015 Ford Explorer Xlt 4wd 6 3.5l
Gasoline Sequential Mpi
VIN 1FM5K8D80FGC49764
Dealership Budget Car Sales - Al
Telephone (334) 244-9777
Source Autotrader
Stock # 8471M
Distance from Jackson, MS
 234 Miles - Montgomery, AL

Comp 5 Updated Date: 11/30/2022
2015 Ford Explorer Limited 4wd 6 3.5l
Gasoline Sequential Mpi
VIN 1FM5K8F83FGA15258
Dealership Avery Auto Sales
Telephone (256) 835-8897
Source Dealer Ad
Distance from Jackson, MS
 267 Miles - Oxford, AL

Comp 6 Updated Date: 11/27/2022
2015 Ford Explorer Limited 4wd 6 3.5l
Gasoline Sequential Mpi
VIN 1FM5K8F84FGC12861
Dealership Opelika Ford
Telephone (850) 250-8781
Source Autotrader
Stock # ICC103A
Distance from Jackson, MS
 280 Miles - Opelika, AL

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

The Condition Adjustment sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✓	x	✓	✓
Fog Lamps	x	✓	✓	✓
California Emissions	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Signal Integrated Mirrors	x	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Cloth Seats	✓	x	x	x
Leather Seats	x	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Power Passenger Seat	x	✓	✓	✓
Heated Seats	x	✓	✓	✓
Rear Heated Seats	x	x	✓	✓
Retractable Seats	✓	✓	✓	✓
3rd Row Seat	✓	✓	✓	✓
Dual Air Conditioning	✓	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Parking Sensors	x	✓	✓	✓
Backup Camera	x	x	✓	✓
Rear Window Wiper	✓	✓	✓	✓
Rear Spoiler	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	x	x
20" Or Larger Wheels	x	x	✓	✓
Trailer Hitch	✓	x	x	x
Trailer Package	✓	x	x	x
List Price		\$ 19,991	\$ 18,590	\$ 20,675
Adjustments:				
Make/Model/Trim		- \$ 1,700	- \$ 2,700	- \$ 2,700
Options		- \$ 500	+ \$ 200	- \$ 600
Mileage		+ \$ 223	+ \$ 2,230	+ \$ 442
Condition ¹		- \$ 2,157	- \$ 2,157	- \$ 2,157
Adjusted Comparable Value		\$ 15,857	\$ 16,163	\$ 15,880

 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 7
Odometer	80,552	125,815
Automatic Transmission	✓	✓
4 Wheel Drive	✓	✓
Keyless Entry	✓	✓
Message Center	✓	✓
Power Driver Seat	✓	✓
Power Windows	✓	✓
Power Locks	✓	✓
Power Mirrors	✓	✓
Heated Mirrors	x	✓
Cruise Control	✓	✓
Intermittent Wipers	✓	✓
Tilt Wheel	✓	✓
Telescopic Wheel	✓	✓
Steering Wheel Touch Controls	✓	✓
Console/Storage	✓	✓
Overhead Console	✓	✓
Traction Control	✓	✓
Stability Control	✓	✓
Alarm	x	✓
Air Conditioning	✓	✓
Climate Control	✓	✓
Rear Defogger	✓	✓
Hands Free	x	✓
AM Radio	✓	✓
FM Radio	✓	✓
Stereo	✓	✓
Search/Seek	✓	✓
CD Player	✓	✓
Auxiliary Audio Connection	✓	✓
Satellite Radio	x	✓
Drivers Side Air Bag	✓	✓
Passenger Air Bag	✓	✓
Front Side Impact Air Bags	✓	✓
Head/Curtain Air Bags	✓	✓
Clearcoat Paint	✓	✓
Metallic Paint	✓	x
Fog Lamps	x	✓
California Emissions	✓	✓
Power Steering	✓	✓
Power Brakes	✓	✓

Comp 7 Updated Date: 12/07/2022

2015 Ford Explorer Xlt 4wd 6 3.5l
 Gasoline Sequential Mpi
 VIN 1FM5K8D84FGA07382
 Dealership Whitson-morgan Chevrolet
 Telephone (877) 234-5802
 Source Dealer Ad
 Distance from Jackson, MS
 290 Miles - Clarksville, AR

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

The Condition Adjustment sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 **COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 7
Anti-lock Brakes (4)	✓	✓
Dual Mirrors	✓	✓
Signal Integrated Mirrors	x	✓
Privacy Glass	✓	✓
Cloth Seats	✓	✓
Bucket Seats	✓	✓
Reclining/Lounge Seats	✓	✓
Power Passenger Seat	x	✓
Retractable Seats	✓	✓
3rd Row Seat	✓	✓
Dual Air Conditioning	✓	✓
Luggage/Roof Rack	✓	✓
Parking Sensors	x	✓
Rear Window Wiper	✓	✓
Rear Spoiler	✓	✓
4-wheel Disc Brakes	✓	✓
Aluminum/Alloy Wheels	✓	✓
Trailer Hitch	✓	x
Trailer Package	✓	x
List Price		\$ 16,990
Adjustments:		
Make/Model/Trim		- \$ 1,700
Options		+ \$ 200
Mileage		+ \$ 3,451
Condition ¹		- \$ 2,157
Adjusted Comparable Value		\$ 16,784





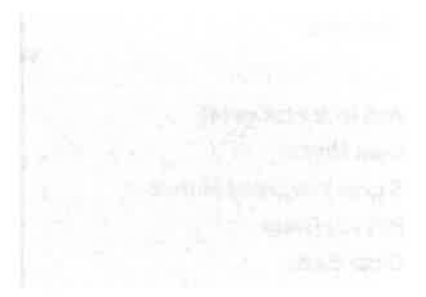
VALUATION NOTES

12/16/2022 14:43 - Pre/Post Tax data modified after Valuation

12/16/2022 14:43 - Sales Tax data modified after Valuation

12/16/2022 14:43 - PVADJ CHANGE REQUESTED BY: BERCH,MITCH(C769)

This Market Valuation Report has been prepared exclusively for use by GOVERNMENT EMPLOYEES INSURANCE COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.



CCC ONE. MARKET VALUATION REPORT

Owner: City Of Jackson Mississippi
Claim: 0378130630101174-04

SUPPLEMENTAL INFORMATION



CARRIER INFORMATION

Prepared for: GOVERNMENT EMPLOYEES INSURANCE COMPANY

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SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK

Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found

EVENT CHECK

NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Water Damage	✓	No Water Damage Record Found
Salvage Auction	✓	No Salvage Auction Record Found

VEHICLE INFORMATION

Accident	☒	Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	✓	No Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Duplicate Title	✓	No Duplicate Title Record Found

RESULTS FOUND

RESULTS FOUND

RESULTS FOUND

CCC provides GOVERNMENT EMPLOYEES INSURANCE COMPANY information reported by Experian regarding the 2015 Ford Explorer (1FM5K8B86FGC58035). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- ✓ No Event Found
- ☒ Event Found
- ☒ Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 12/16/2022

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
04/18/2015			Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
05/07/2015	JACKSON, MS	11	Motor Vehicle Dept.	TITLE (Lease Reported)
08/08/2016	JACKSON, MS	12	Motor Vehicle Dept.	TITLE (Lien Reported) (Lease Reported)
07/18/2017			Manufacturer	MANUFACTURER SERVICE BULLETIN
10/06/2022	CLINTON, MS		State Agency	RIGHT FRONT IMPACT WITH ANOTHER VEHICLE
10/06/2022	MS		State Agency	VEHICLE DAMAGE REPORTED AS DISABLING
10/06/2022	MS		State Agency	VEHICLE WAS TOWED
10/06/2022	CLINTON, MS		Police Report	ACCIDENT REPORTED
11/04/2022			Manufacturer	MANUFACTURER SERVICE BULLETIN

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

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SUPPLEMENTAL INFORMATION

NHTSA VEHICLE RECALL

NHTSA Campaign ID : 15V464000

Mfg's Report Date : JUL 23, 2015

Component : PARKING BRAKE

Potential Number Of Units Affected : 7165

Summary : Ford Motor Company (Ford) is recalling certain model year 2015 Ford Taurus, Ford Flex, and Lincoln MKS vehicles manufactured May 4, 2015, to May 23, 2015, Lincoln MKT vehicles manufactured May 4, 2015, to May 21, 2015, and 2015-2016 Ford Explorer vehicles manufactured May 4, 2015, to May 23, 2015. The affected vehicles have a parking brake that may not fully engage when applied. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard (FMVSS) number 135, "Light Vehicle Brake Systems."

Consequence : If the parking brake does not fully engage and the transmission is left in a gear other than 'Park' while on a slope, the vehicle may roll away, increasing the risk of a crash.

Remedy : Ford will notify owners, and dealers will test the operation of the parking brake system, and if necessary, replace the parking brake control assembly, free of charge.

The recall began on September 4, 2015. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 15C07.

Dates Of Manufacture : MAY 03, 2015 to MAY 22, 2015

Manufacturer Recall No. : 15C07

NHTSA Campaign ID : 16V245000

Mfg's Report Date : APR 25, 2016

Component : SUSPENSION:REAR

Potential Number Of Units Affected : 75364

Summary : Ford Motor Company (Ford) is recalling certain model year 2014-2015 Ford Explorer vehicles manufactured January 17, 2014 to May 31, 2014. The affected vehicles may have improperly welded rear suspension toe links that may fracture.

Consequence : A fracture of the rear suspension toe link may result in a loss of steering control, increasing the risk of a crash.

Remedy : Ford will notify owners, and dealers will replace the rear suspension toe links, free of charge. The recall began on November 18, 2016. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 16S18.

Dates Of Manufacture : JAN 16, 2014 to MAY 30, 2014

Manufacturer Recall No. : 16S18

NHTSA Campaign ID : 17E048000

Mfg's Report Date : AUG 27, 2017

The National Highway Traffic Safety Administration has issued 7 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

Potential Number Of Units Affected : 630

Summary : Ford Motor Company (Ford) is recalling certain Wheel Hub Bearing assemblies, part number HB5Z-1104-C, incorrectly listed as being for installation on the rear axles of 2011-2017 Ford Explorer 4X2 vehicles. These bearings assemblies were manufactured without a self retention feature, possibly resulting in the separation of the wheel or wheel end.

Consequence : A loss of the wheel or wheel end can increase the risk of a crash.

Remedy : Ford will notify the distributors of the hubs specifying that they are to only be used on drive axles. It is believed that none of the hubs were purchased from Ford dealers for the incorrect application. Owners may contact Ford customer service at 1-866-436-7332.

NHTSA Campaign ID : 19V435000

Mfg's Report Date : JUN 09, 2019

Potential Number Of Units Affected : 1194173

Summary : Ford Motor Company (Ford) is recalling certain 2011-2017 Explorer vehicles. The rear suspension toe links may fracture due to stress on the rear suspension.

Consequence : A fractured rear toe link will cause a sudden change in vehicle handling and increase the risk of a crash.

Remedy : Ford will notify owners, and dealers will replace the rear suspension toe links, and inspect both rear toe link ball joints, replacing the rear wheel knuckle(s), if necessary, free of charge. The recall began June 26, 2019. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 19S17.

Dates Of Manufacture : MAY 16, 2010 to JAN 24, 2017

Manufacturer Recall No. : 19S17

NHTSA Campaign ID : 20V675000

Mfg's Report Date : OCT 29, 2020

Potential Number Of Units Affected : 454941

Summary : Ford Motor Company (Ford) is recalling certain 2013-2017 Explorer vehicles originally sold, or currently registered in Connecticut, Delaware, the District of Columbia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and Wisconsin that were previously repaired under a prior recall numbers 16V-245 or 19V-435. The outboard section of a rear suspension toe link may fracture.

Consequence : A rear toe link fracture can result in a loss of steering control, increasing the risk of a crash.

Remedy : Ford will notify owners, and dealers will inspect the cross-axis ball joint (CABJ) knuckle attached to the rear suspension toe link and replace it as necessary, free of charge. The recall began November 27, 2020. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 20S62.

SUPPLEMENTAL INFORMATION

Manufacturer Recall No. : 20S62

NHTSA Campaign ID : 20V692000

Mfg's Report Date : NOV 09, 2020

Component : POWER TRAIN:AXLE ASSEMBLY:AXLE SHAFT

Potential Number Of Units Affected : 15587

Summary : Ford Motor Company (Ford) is recalling certain 2014-2016 Explorer, 2014-2015 Taurus and 2014 Edge vehicles equipped with 2.0L or 2.3L engines and front wheel drive. The support bracket for the front drive axle halfshaft may fail.

Consequence : The failed bracket could result in a loss of park function which can cause unintended vehicle movement, and loss of motive power while driving which increases the risk of a crash.

Remedy : Ford will notify owners, and dealers will replace the link shaft bracket, free of charge. Parts are not currently available. Owners received an interim notification detailing safety risk December 8, 2020. A second letter will be mailed when parts become available in January 2021. The recall began February 2, 2021. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 20S63.

Manufacturer Recall No. : 20S63

NHTSA Campaign ID : 21V537000

Mfg's Report Date : JUL 14, 2021

Potential Number Of Units Affected : 631176

Summary : Ford Motor Company (Ford) is recalling certain 2013-2017 Explorer vehicles originally sold, or ever registered, in Connecticut, Delaware, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia. Exposure to road salt can cause the cross-axis ball joint to corrode and seize, resulting in a fracture of the outboard section of the rear suspension toe link.

Consequence : A rear toe-link fracture can result in a loss of steering control, increasing the risk of a crash.

Remedy : Dealers will inspect and replace as necessary, the cross-axis ball joint (CABJ) knuckle, and replace the rear suspension toe links, free of charge. This recall is an expansion of previous NHTSA recall numbers 16V-245, 19V-435, and 20V-675. Certain vehicles previously repaired will need to return for the new remedy. An interim notification letter notifying owners of the safety risk were mailed on September 10, 2021. Owner notification letters were mailed on March 16, 2022. Owners may contact Ford's customer service at 1-866-436-7332. Ford's number for this recall is 21S32.

Manufacturer Recall No. : 21S32

J.D. POWER

2015 Ford Explorer-V6

Utility 4D 4WD Values

Pricing & Values

Prices shown for the used **2015 Ford Explorer Utility 4D 4WD** with 80,552 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. Edit options.

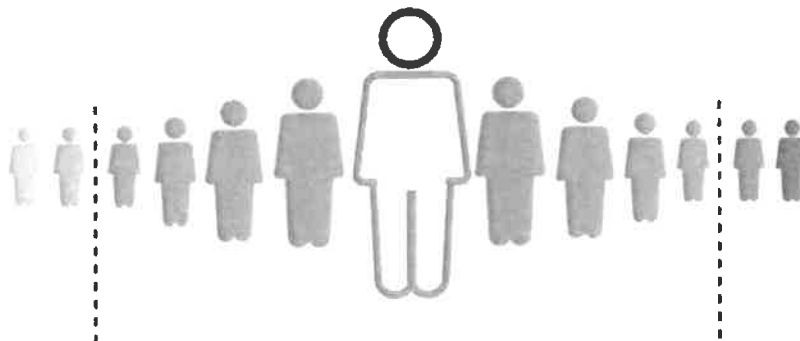
Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer

Average Price Paid

\$15,475



80% of People Paid

\$14,742 - \$16,507

Data from **91** transactions - Updated 01/28/23

14

REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, JULY 17, 2023 2:30 P.M.

521

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on July 17, 2023, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Ward 1; Angelique Lee, Council Vice President, Ward 2; Kenneth I. Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Aaron Banks, Council President, Ward 6.

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

Vice President Lee recognized Zoning Administrator, **Ester Ainsworth** who requested that Case No. 4209, Case No. 4211, Case No. 4212 be moved forward on the Agenda. Hearing no objections, the following was discussed:

Vice President Lee recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4209, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

Vice President Lee requested that the Clerk read the Order:

ORDER GRANTING NEW HORIZON MINISTRIES, INC. A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A COMMUNITY RECREATIONAL CENTER WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 590 RAYMOND RD. (PARCEL #220-20).

WHEREAS, New Horizon Ministries, Inc. has filed a petition for a Use Permit to allow for the operation of a community recreational center within a C-3 (General) Commercial District for the property located at 590 Raymond Rd. (Parcel #220-20) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for the operation of a community recreational center within a C-3 (General) Commercial District for the property located at 590 Raymond Rd. (Parcel #220-20); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 17, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 8, 2023 and June 22, 2023 that a hearing had been held by the Jackson City Planning Board on June 28, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board recommended approval of a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

Consent Agenda # 14
August 15, 2023

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would be compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and would not be detrimental to the continued use, value, or development of properties in the vicinity and that a Conditional Use Permit be granted to allow for the operation of a community recreational center within the existing C-3 (General) Commercial District of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

A certain lot or parcel of land being situated in Lots 6 and 7; Block 1, Van Winkle Estates, Part 2, in the First Judicial District of Hinds County, Mississippi, being more particularly described by metes and bounds as follows:

Beginning at a point in the South line of Summer Place, a subdivision of part of Lot 5, Block 1, Van Winkle Estates, Part 2, said point of beginning being the Southwest corner of Lot 7 of said Summer Place, run thence Westerly along the South line of Summer Place for a distance of 50 feet; turn thence to the left through an angle of 83 degrees 07 minutes and run Southwesterly 81 feet to an iron stake, said point being the point of beginning of the land herein described, a point of beginning of survey herein described; turn thence to the left and through an angle of 59 degrees 42 minutes and run Southwesterly 189.5 feet to the northern right-of-way of U.S. Highway No. 80; turn thence to the right through an angle of 88 degrees 48 minutes and run northwesterly along the northern right- of-way of U.S. Highway No. 80, 100 feet to a point; turn thence to the right through an angle of 59 degrees 12 minutes and run Northeasterly 133.2 feet to a point; turn thence to the right through an angle of 59 degrees 42 minutes and run Easterly 115.6 feet to the point of beginning.

be and is hereby modified so as to approve a Conditional Use Permit to allow for the operation of a community recreational center within a C-3 (General) Commercial District for the property located at 590 Raymond Rd. (Parcel #220-20). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to granted to New Horizon Ministries, Inc. the owner/operator of the community recreational center; that subsequent owners or operators of a community recreational center at the location must apply for and receive a new Use Permit; and that compliance with adopted property maintenance, building, and fire codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

Vice President Lee recognized **Ronnie Crudup Jr.**, Representative for Applicant, who spoke in favor of a Use Permit to allow for a community recreational center within a C-3 (General) Commercial District.

There was no opposition from the public.

Thereafter, **Vice President Lee** called for a vote on said item:

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

Vice President Lee recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4211, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

Vice President Lee requested that the Clerk read the Order:

ORDINANCE GRANTING MICHAEL KINNARD OF ROOT DOWN 4, LLC A REZONING FROM C-1 (RESTRICTED) COMMERCIAL DISTRICT TO C-2 (LIMITED) COMMERCIAL DISTRICT TO ALLOW FOR CONSISTENCY WITH THE PREDOMINATE C-2 (LIMITED) COMMERCIAL ZONING IN THE IMMEDIATE VICINITY OF THE PROPERTY AND FOR A COMPATIBLE DIVERSITY OF LAND USES TO INCLUDE A MEDICAL CANNABIS DISPENSARY FOR THE PROPERTY LOCATED ON 4775 OLD CANTON RD. (PARCEL #511-538-1).

WHEREAS, Michael Kinard of Root Down 4, LLC has filed a petition to rezone property located on 4775 Old Canton Rd. (Parcel #511-538-1), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from C-1 (Restricted) Commercial District to C-2 (Limited) Commercial District to allow for consistency with the zoning in the immediate vicinity of the property and for a compatible diversity of land uses to include a medical cannabis dispensary; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the approval of the rezoning of the property located on 4775 Old Canton Rd. (Parcel #511-538-1) from C-1 (Restricted) Commercial District to C-2 (Limited) Commercial District to allow for consistency with the zoning in the immediate vicinity of the property and for a compatible diversity of land uses to include a medical cannabis dispensary; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 17, 2023 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on June 8, 2023 and June 22, 2023 that a hearing had been held by the Jackson City Planning Board on June 28, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the rezoning of the property located on 4775 Old Canton Rd. (Parcel #511-538-1) from C-1 (Restricted) Commercial District to C-2 (Limited) Commercial District; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with said application since any previous City Council action; and

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

SECTION 1. That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Being a parcel of land off the East side of Lot 2 of LeFleur's Square, a subdivision according to the map or plat thereof on file and as recorded in Plat Cabinet "C", Slot 154 and Plat Book 28, Page 22, within the Office of the Chancery Clerk of Hinds County, Jackson, Mississippi and being more particularly described as follows:

COMMENCING at a "PK" Nail set for the Northeast corner of Lot 2 of the above referenced LeFleur's Square Subdivision, and also being the Northeast corner and the POINT OF BEGINNING of the herein described parcel;

THENCE run South 01° 52' 01" West, along the East line of Lot 2 and the West right-of-way line of Old Canton Road, a distance of 130.74 feet (deed - 13 1.00') to a point being the Southeast corner of the herein described parcel, witnessed by a 1/2" rebar found, bearing South 87° 31' 59" East for a distance of 0.60' along the Easterly prolongation of the Southerly line of the herein described parcel;

THENCE departing the West right-of-way line of said Old Canton Road, turn an interior angle to the left of 89° 24' 00" and run along the North line of a tract of land conveyed to Hollingsworth Real Estate Trust as described in Deed Book 7137, Page 8561, for a distance of 115.64 feet to a 1/2" rebar found, marking the Southwest corner of the herein described parcel;

THENCE turn an interior angle to the left of 92° 51' 00" and run along the East line of a tract of land conveyed to J W, LLC and Waggoner Farms, Inc., as described in Deed Book 5246, Page 215, for a distance of 124.89 feet (deed 125.15') to a found hole drilled in concrete marking the Northeast corner of the herein described parcel, and being on the North line of the above referenced Lot 2, same being the South right-of-way line of LeFleur's Square;

THENCE turn an interior angle to the left of 90° 00' 00" and run along the North line of Lot 2, same being the South right-of-way line of LeFleur's Square, for a distance of 120.64 feet to the POINT OF BEGINNING, and containing 0.346 acres, (15,092 square feet), more or less.

is hereby modified so as to approve the rezoning of the property located at 4775 Old Canton Rd. (Parcel #511-538-1) from C-1 (Restricted) Commercial District to C-2 (Limited) Commercial District to allow for consistency with the predominate Zoning classification of C-2 in the immediate area and for a medical cannabis dispensary. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

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

Vice President Lee recognized **Amanda Tollison** of Butler and Snow, LLP and **Michael Kinnard**, Applicant, who spoke in favor of a Rezoning from C-1 (Restricted) Commercial District to C-2 (Limited) Commercial District to allow for consistency with the zoning in the immediate vicinity of the properties and for a compatible diversity of land uses that would allow for a medical cannabis dispensary.

There was no opposition from the public.

Thereafter, **Vice President Lee** called for a vote on said item:

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

Note: Council Member Hartley left during discussion.

Vice President Lee recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4212, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

Note: Council Member Hartley returned to meeting.

Vice President Lee requested that the Clerk read the Order:

ORDER GRANTING UA JACKSON MS, LLC A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMUNITY RECREATIONAL CENTER WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 6370 RIDGEWOOD CT DR. (PARCEL #738-9-8).

WHEREAS, UA Jackson MS, LLC has filed a petition for a Use Permit to allow for a community recreational center within a C-3 (General) Commercial District for the property located at 6370 Ridgewood Ct Dr. (Parcel #738-9-8) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for a community recreational center within a C-3 (General) Commercial District for the property located at 6370 Ridgewood Ct Dr. (Parcel #738-9-8); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 17, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 8, 2023 and June 22, 2023 that a hearing had been held by the Jackson City Planning Board on June 28, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity; is in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to operate a community recreational center for the property located at 6370 Ridgewood Ct Dr. (Parcel #738-9-8) within the existing C-3 (General) Commercial District of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

EXHIBIT A

Real property in the City of Jackson, County of Hinds, State of Mississippi, described as follows:

Parcel 1 - Fee Simple:

A certain parcel of land containing 22.406 Acres (976,016 Square Feet) lying and being situated in Lots One (1), Two (2), Three (3), Six (6), Seven (7) and Eight (8) of Block 49, and Lots One (1), Two (2) and Three (3) of Block 53, all in Virden Hatch Place of Highland Colony, according to the map or plat thereof as recorded in Surveyor's Record Book "A", Page 283, in the Office of

the Chancery Clerk of the First Judicial District of Hinds County, Mississippi and being more particularly described as follows:

Commencing at an iron pin marking the Northwest corner of Wildwood North, Part 1, a subdivision according to the plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 23 at Page 13 said point also marking the Southeast corner of Jamestown, a subdivision according to the map or plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 29 at Page 1; thence run North 04 degrees 34 minutes 09 seconds East along the East boundary of said Jamestown for a distance of 424.25 feet to an iron pipe; thence run North 04 degrees 34 minutes 09 seconds East along the East line of said Jamestown for a distance of 24.95 feet to a concrete monument marking the Northeast corner of said Jamestown; thence run North 04 degrees 34 minutes 17 seconds East for a distance of 214.13 feet to an iron pipe; thence run North 00 degrees 08 minutes 30 seconds East for a distance of 168.82 feet to an iron pipe; thence run North 55 degrees 43 minutes 01 second West for a distance of 64.09 feet to an iron pipe on the South right-of-way line of Ridgewood Court Drive; thence run along said South right-of-way line North 54 degrees 07 minutes 25 seconds East for a distance of 671.07 feet to a point; thence run along the South right-of-way line along a curve to the left having a radius of 814.77 feet, a delta angle of 01 degree 31 minutes 41 seconds, an arc length of 21.73 feet and a chord which bears North 53 degrees 21 minutes 35 seconds East for a chord distance of 21.72 feet to the Point of Beginning, said point also being on the southeasterly right-of-way line of Ridgewood Court Drive as it is now laid out and exists; thence run northeasterly along a counterclockwise curve to the left in said right-of-way line, said curve having a radius of 814.77 feet, a delta angle of 02 degrees 48 minutes 34 seconds, an arc length of 39.97 feet and a chord bearing and distance of North 51 degrees 11 minutes 28 seconds East for a distance of 39.95 feet to a point; thence run southeasterly and counterclockwise along a non-tangent curve to the left for a distance of 40.01 feet (43.17 feet -deed), said curve having a radius of 50.00 feet, a delta angle of 45 degrees 50 minutes 48 seconds and a chord bearing and distance of South 03 degrees 36 minutes 34 seconds East for a distance of 38.95 feet to a point; thence run southeasterly and clockwise along the arc of a curve to the right for a distance of 29.55 feet, said curve having a radius of 50.00 feet, a delta angle of 33 degrees 51 minutes 35 seconds and a chord bearing and a distance of South 13 degrees 12 minutes 35 seconds East for a distance of 29.12 feet to a point; thence run South 00 degrees 06 minutes 27 seconds West for a distance of 71.17 feet to a point; thence run southeasterly and counterclockwise along the arc of a curve to the left for distance of 31.24 feet, said curve having a radius of 20.74 feet, a delta angle of 86 degrees 18 minutes 19 seconds, and a chord bearing and distance of South 45 degrees 36 minutes 27 seconds East for a distance of 28.37 feet to a point; thence run South 89 degrees 58 minutes 45 seconds East for a distance of 217.98 feet to a point; thence run northeasterly and counterclockwise along the arc of a curve to the left for a distance of 23.44 feet, said curve having a radius of 15.00 feet, a delta angle of 89 degrees 33 minutes 05 seconds, and a chord bearing and distance of North 45 degrees 14 minutes 08 seconds East for a distance of 21.13 feet to a point; thence run North 00 degrees 27 minutes 01 second East for a distance of 258.78 feet to a point; run thence northwesterly counterclockwise along the arc of a curve to the left a distance of 29.06 feet, said curve having a radius of 18.50 feet, a delta angle of 89 degrees 59 minutes 13 seconds, and a chord bearing and distance of North 44 degrees 32 minutes 59 seconds West for a distance of 26.16 feet for a point; thence run North 89 degrees 32 minutes 59 seconds West for a distance of 55.00 feet to a point; thence run northwesterly and clockwise (counterclockwise-Deed) along the arc of a curve to the right for a distance of 26.58 feet, said curve having a radius of 83.50 feet, a delta angle of 18 degrees 14 minutes 24 seconds, and a chord bearing and distance of North 77 degrees 19 minutes 06 seconds West for a distance of 26.47 feet to a point; thence run southwesterly and counterclockwise along the arc of a curve to the left for a distance of 35.59 feet (38.61 feet-Deed), said curve having a radius of 50.00 feet, a delta angle of 40 degrees 46 minutes 50 seconds, and a chord bearing and distance of South 88 degrees 38 minutes 51 seconds West for a distance of 34.84 feet to a point on the southeasterly right-of-way line of the aforesaid Ridgewood Court Drive; thence run northeasterly along the arc of a curve to the left in the aforesaid southeasterly right-of-way for a distance of 329.53 feet, said curve having a radius of 814.77 feet, a delta angle of 23 degrees 10 minutes 22 seconds, and a chord which bears North 24 degrees 45 minutes 12 seconds East for a chord distance of 327.28 feet to a point at the Southwest corner of the ModernAge, Inc. property as recorded in Deed Book 4050, Page 268 in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi; thence run

South 89 degrees 55 minutes 54 seconds East for a distance of 282.49 feet to a point; thence run North 00 degrees 04 minutes 06 seconds East for a distance of 36.98 feet to a point; thence run South 89 degrees 55 minutes 54 seconds East for a distance of 248.42 feet to a point; thence run North 18 degrees 21 minutes 20 seconds West for a distance of 130.24 feet to a point; thence run North 54 degrees 35 minutes 44 seconds West for a distance of 32.26 feet to a point on the South right-of-way line of County Line Road as now laid out and in use; thence, following the aforesaid South right-of-way line, run North 89 degrees 09 minutes 52 seconds East for a distance of 71.82 feet to a point; thence run South 26 degrees 04 minutes 32 seconds East for a distance of 40.97 feet to a point; run thence North 88 degrees 55 minutes 30 seconds East for a distance of 38.33 feet to a point; run thence South 01 degree 39 minutes 11 seconds West for a distance of 727.98 feet to a point; run thence South 25 degrees 46 minutes 30 seconds West for a distance of 55.65 feet to a point; run thence South 28 degrees 12 minutes 21 seconds East for a distance of 78.60 feet to a point; run thence South 07 degrees 04 minutes 34 seconds West for a distance of 383.67 feet to a point; run thence South 07 degrees 04 minutes 34 seconds West along the West boundary of Sun Valley Subdivision, Part II according to the plat on file in the Office of the Chancery Clerk of Jackson, Hinds County, Mississippi in Plat Book 26 at Page 28 for a distance of 232.93 feet to a point; run thence North 89 degrees 49 minutes 31 seconds West for a distance of 629.83 feet 10 a point; thence run North 00 degrees 08 minutes 30 seconds East for a distance of 46.01 feet (45.95 feet-Deed) to a point; thence run North 53 degrees 54 minutes 31 seconds West for a distance of 86.47 feet to a point; thence run North 89 degrees 51 minutes 30 seconds West for a distance of 97.37 feet to a point; thence run North 00 degrees 08 minutes 30 seconds East for a distance of 740.00 feet to a point; thence run North 37 degrees 24 minutes 15 seconds West for a distance of 18.25 feet to the Point of Beginning.

Parcel 2 - Easements:

Together with those rights and easements constituting rights in real property created defined and limited by that certain Easements with Covenants and Restrictions Affecting Land by and between Wal-Mart Stores, Inc., a Delaware corporation, and Jackson Simon Limited Partnership, an Indiana limited partnership, dated August 3, 1993, and recorded August 11, 1993, in Book 4152, Page 492, amended by that certain First Amendment to Easements with Covenants and Restrictions Affecting Land by and between Wal-Mart Stores, Inc., a Delaware corporation, and Jackson Simon Limited Partnership, an Indiana limited partnership, dated August 22, 1989 and recorded August 26, 1996 in Book 4660, Page 667, further amended by that certain Second Amendment to Basements with Covenants and Restrictions Running with the Land by and between Sam's Real Estate Business Trust, a Delaware business trust, and Jackson Simon Limited Partnership, an Indiana limited partnership, dated July 23, 2004 and recorded July 27, 2004 in Book 6130, Page 329, and further amended in Third Amendment to Easements with Covenants and Restrictions Affecting Land by and between Sam's Real Estate Business Trust, a Delaware business trust and Ridgewood Court, LLC, a Delaware limited liability company, successor in interest to Jackson Simon Limited Partnership, an Indiana limited partnership, filed in Book 6975, Page 29, all in the Hinds County Chancery Clerk's Office, Mississippi, over the following described land:

A certain parcel of land lying and containing 15.395 acres (670,597.400 square feet) lying and being situated in Lots Five (5), and Six (6) of Block 49, and Lots Two (2), and Three (3) of Block 53, all in Virden Hatch Place of Highland Colony, according to the map or plat thereof as recorded in Surveyor's Record "A", Page 283, in the Office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, and being more particularly described as follows:

Commencing at an iron pin marking the Northwest corner of Wildwood North, Part 1, a subdivision according to the plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 23 at Page 13, said point also marking the Southeast corner of the Jamestown, a subdivision according to the map or plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 29, Page 1; thence run N 04° 34' 09" E along the east boundary of said Jamestown for a distance of 424.25 feet to an iron pipe marking the Point of Beginning; thence run N 04° 34' 09" E along the East boundary line of said Jamestown for a distance of 24.95 feet to a concrete monument marking the Northeast corner of said Jamestown; thence run N 04° 34' 17" E for a distance of 214.13 feet to an iron rod; thence run N 00° 08' 30" E for a distance of 168.82 feet to an iron rod; thence run N 55° 43' 01" W for a

distance of 64.08 feet to an iron rod on the South right-of-way line of Ridgewood Court Drive; thence run along said South right-of-way line N 54° 07' 25" E for a distance of 671.07 feet to a point; thence run along the South right-of-way line, said line being in a curve to the left having a radius of 814.77 feet and a chord which bears N 53° 21' 35" E for a chord distance of 21.72 feet to a point; thence leaving said South right-of-way line, ran S 37° 24' 15" E for a distance of 18.25 feet to a point; thence run S 00° 08' 30" W for a distance of 740.00 feet to a point; thence run S 89° 51' 30" for a distance of 97.37 feet to a point; thence run § 53° 54' 31" E for a distance of 86.47 feet to a point; thence run S 00° 08' 30" W for a distance of 468.85 feet to an iron pipe on the North boundary line of said Wildwood North, Part 1; thence run along said North boundary line N 89° 49' 31" W for a distance of 736.85 feet to an iron rod Marking the Northwest corner said Wildwood North, Part 1; thence run along the East boundary line of said Jamestown, N 04° 34' 09" I; for a distance of 424.25 feet to the Point of Beginning, save and except the following described parcel of land:

A certain parcel of land containing 2.258 Acres lying and being situated in Lot Six (6) of Block 49 in Virden Hatch Place of Highland Colony, according to the map or plat thereof as recorded in Surveyor's Record Book "A", Page 283, in the Office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi and being more particularly described as follows:

Commencing at an iron pin marking the Northwest corner of Wildwood North, Part 1, a subdivision according to the plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 23 at Page 13, said point also marking the Southeast corner of Jamestown, a subdivision according to the map or plat on file in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 29 at Page 1; thence run North 04 degrees 34 minutes 09 seconds East along the East boundary of said Jamestown for a distance of 424.25 feet to an iron pipe; thence run North 04 degrees 34 minutes 09 seconds East along the East line of said Jamestown for a distance of 24.95 feet to a concrete monument marking the Northeast corner of said Jamestown; thence run North 04 degrees 34 minutes 17 seconds East for a distance of 214.13 feet to an iron pipe (Pin-Deed); thence run North 00 degrees 08 minutes 30 seconds East for a distance of 168.82 feet to an iron pipe (Pin-Deed); thence run North 55 degrees 43 minutes 01 second West for a distance of 64.08 feet to an iron pipe (Pin-Deed) on the South right-of-way line of Ridgewood Court Drive; thence run along said South right-of-way line North 54 degrees 07 minutes 25 seconds East for a distance of 139.80 feet to the Point of Beginning of the following described tract of land; thence following the aforesaid South right-of-way line North 54 degrees 07 minutes 25 seconds East for a distance of 531.28 feet to a point; thence following the aforesaid South right-of-way line along a curve to the left having a radius of 814.77 feet, a delta angle of 01 degree 31 minutes 41 seconds, an arc length of 21.73 feet and a chord which bears North 53 degrees 21 minutes 35 seconds East for a chord distance of 21.72 feet to a point; thence, leaving the aforesaid South right of way line, run South 37 degrees 24 minutes 15 seconds East for a distance of 18.25 feet to a point; thence run South 00 degrees 08 minutes 30 seconds West for a distance of 359.28 feet to a point; thence run North 89 degrees 51 minutes 30 seconds West for a distance of 458.23 feet to a point; thence run North 00 degrees 08 minutes 30 seconds East for a distance of 48.33 feet to the Point of Beginning.

Parcel 3 - Non-Exclusive Easement

Together with those rights and non-exclusive easements constituting rights in real property created defined and limited by that certain Covenants, Conditions and Restrictions Agreement by and between Jackson Simon Limited Partnership, an Indiana limited partnership, and ModernAge, Inc., a Delaware corporation, dated November 5, 1992 and recorded November 9, 1992 in Book 4050, Page 271, as assigned in Assignment of Agreements by and between Jackson Simon Limited Partnership, a Indiana limited partnership, and Ridgewood Court, LLC, a Delaware limited liability company, dated July 1, 2005 and recorded July 15, 2005 in Official Record Book 6311, Page 398, both in the Hinds County Chancery Clerk's Office, Mississippi, over and upon the land therein described.

Parcel 4 - Intentionally deleted.

Parcel 5 - Non-Exclusive Easement

Together with those rights and non-exclusive easements constituting rights in real property created defined and limited by that certain Covenants, Conditions and Restrictions Agreement by and between Jackson Simon Limited Partnership, an Indiana limited partnership, and Pacific Industrial Properties Holdings, Inc., a Texas corporation, dated May 2, 1994 and recorded May 13, 1994 in Book 4294, Page 654 in the Hinds County Chancery Clerk's Office, Mississippi, over and upon the land therein described.

Parcel 6 - Easement:

Together with those rights and easements constituting rights in real property created defined and limited by that certain Reservation of Pylon Sign Easement by Jackson Simon Limited Partnership, an Indiana limited partnership, dated November 5, 1992 and recorded November 9, 1992 in Book 4050, Page 264, in the Hinds County Chancery Clerk's Office, Mississippi.

Parcel 7 - Easement:

Together with those rights and easements constituting rights in real property created defined and limited by that certain Covenants, Conditions and Restrictions Agreement by and between Jackson Simon Limited Partnership, an Indiana limited partnership, and Brinker Mississippi, Inc., a Delaware corporation, dated August 22, 1996 and recorded August 26, 1996 in Book 4660, Page 697, as amended in Amendment to Covenants, Conditions and Restrictions Agreement by and between Ridgewood Court, LLC, a Delaware limited liability company, successor in interest to Jackson Simon Limited Partnership, an Indiana limited partnership, Brinker Mississippi, Inc., a Delaware corporation and Melvin Property #3011, LLC, a Mississippi limited liability company, filed in Book 6975, Page 21, in the Hinds County Chancery Clerk's Office, Mississippi.

be and is hereby modified so as to approve a Conditional Use Permit to operate a community recreational center within a C-3 (General) Commercial District for the property located at 6370 Ridgewood Ct Dr. (Parcel #738-9-8). The Conditions of the Use Permit shall be that it be granted to UA Jackson MS, LLC, the owner/operator of the community recreational center, that subsequent owners or operators of a community recreational center at the location must apply for and receive a new Use Permit and that compliance with adopted property maintenance, building, and fire codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

Vice President Lee recognized **David Contreas** of **AIA**, Representative for Applicant, who spoke in favor of a Use Permit to allow for the operation of a family entertainment center in a C-3 (General) Commercial District.

There was no opposition from the public.

Thereafter, **Vice President Lee** called for a vote on said item:

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

Nays – None

Absent – Banks.

Vice President Lee recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4208, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

Vice President Lee requested that the Clerk read the Order:

ORDINANCE GRANTING SELIKA SWEET A REZONING FROM C-3 (GENERAL) COMMERCIAL DISTRICT TO CMU-1 (COMMUNITY) MIXED-USE DISTRICT, PEDESTRIAN ORIENTED WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION & OPERATION OF A COMMUNITY RECREATIONAL CENTER FOR THE PROPERTY LOCATED ON PARCEL #140-3 ON PASCAGOULA ST.

WHEREAS, Selika Sweet has filed a petition to rezone property located on Parcel #140-3 on Pascagoula St., in the City of Jackson, First Judicial District of Hinds County, Mississippi, from C-3 (General) Commercial District to CMU-1 (Community) Mixed-Use District, Pedestrian Oriented with a Conditional Use Permit to allow for the construction of a community recreational center; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the approval of the rezoning of the property located on Parcel #140-3 on Pascagoula St. from C-3 (General) Commercial District to CMU-1 (Community) Mixed-Use District, Pedestrian Oriented with a Conditional Use Permit to allow for the construction of a community recreational center; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 17, 2023 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on June 8, 2023 and June 22, 2023 that a hearing had been held by the Jackson City Planning Board on June 28, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended the rezoning of the property located at Parcel #140-3 on Pascagoula St. from C-3 (General) Commercial District to CMU-1 (Community) Mixed-Use District, Pedestrian Oriented with a Conditional Use Permit; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with said application since any previous City Council action; and

WHEREAS, the Council, after having considered the matter, is also of the opinion that the proposed use would not be detrimental to the continued use, value or development of properties in the vicinity; is in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to allow for the construction of a community recreational center within a CMU-1 (Community) Mixed-Use District, Pedestrian Oriented of the City of Jackson.

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

SECTION 1. That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

INDEXING INSTRUCTIONS: Part of Lots 25, 26 & 56, West Jackson HC Hinds County, MS-Daniels Map of Jackson,

(Book 904 Page 22)

Beginning at the point where the Eastern boundary of Clifton Street intersects the Northern boundary of Pascagoula Street, as said streets are now laid out and improved, and running thence in an Easterly direction along the Northern boundary of Pascagoula Street 222.64 feet to an old stake; turning thence to the left through an angle of 90 deg 29 min. run Northerly toward an old iron stake 74.6 feet; run thence Westerly parallel with the Northern boundary line of Pascagoula Street 94.25 feet to a point 25 feet West of the East line of Lot 56; turning thence right through an angle of 90 deg. 10 min. run Northerly along a line parallel and 25

feet West of the East line of Lot 56 a distance of 7124 feet; turning thence to the left through an angle of 90 deg. 10 min. run Westerly and parallel with the North line of Pascagoula Street 127.85 feet to the Eastern line off Clifton Street; run thence Southerly along the Eastern line of Clifton Street 145.84 feet to the Point of Beginning.

TOGETHER WITH:

(Book 904 Page 23)

Commencing at the point where the Eastern boundary of Clifton Street intersects the Northern boundary of Pascagoula Street, as said streets are now laid out and improved, and running thence in an Easterly Northern boundary of Pascagoula Street 222.64 feet to an old iron stake; turning to the left thence through an angle of 90 deg. 29 min. run in a Northerly direction 74.6 feet to a point; and run thence in a Westerly direction along a line parallel with the Northern boundary of Pascagoula Street 69.25 feet to the Point of Beginning of the being described in this paragraph. From said Point of Beginning, continue Westerly along a prolongation of the last course and run 25 feet to a point; and thence turning to turning to the right through an angle of 90 degrees 10 min, run in a Northerly direction 71.24 feet to a point; and run thence in an Easterly direction along a line parallel with the Southern boundary of the parcel being described in this paragraph 25 feet to a point; run thence in a Southerly direction 71.24 feet to the Point of Beginning of the parcel described in this paragraph, said parcel being a part of Lot 56.

TOGETHER WITH:

(Book 988 Page 435)

A part of Lots 25 & 56 West Jackson, according to H.C. Daniels Map of the City of Jackson, Mississippi and being more particularly described by metes and bounds as follows.

Beginning at a point on the North line of Pascagoula Street, which point is 222.64 feet measured Easterly along the North line of Pascagoula Street from the East line of Clifton Street as both Streets are now laid out and improved in the City of Jackson, Mississippi, said point being the Southeast corner of the Salvation Army Property as described in Deed Book 904 at Page 22 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, turn thence to the left through an angle of $90^{\circ}29'$ and run Northerly along the East line of the Salvation Army Property for a distance of 74.6 feet to the Northeast corner thereof, and said corner being the Point of Beginning of the land herein described; continue thence Northerly along an extension of the last mentioned course for a distance of 88.65 feet to an old fence line; turn thence to the left through an angle of 88 degrees 23' and run Westerly along said old fence line 72.25 feet to a fence corner; thence Southerly along an old fence line and the projection thereof, for a distance of 90.14 feet to a point in the North line of the presently owned Salvation Army Property, which point is 73.55 feet measured Westerly along the North line from the Northeast corner of said Salvation Army Property; thence Easterly along the North line of said Salvation Army Property for a distance of 73.55 feet to the Point of Beginning. In aid of and as a part of this description reference is hereby made to plat for the Salvation Army Property prepared by W. A. Akin, civil engineer, dated July 26, 1956, which plat is attached hereto and which is to be considered a part hereof as if copied fully herein.

TOGETHER WITH:

(Book 988 Page 453)

All that part of Lots 25 and 26 of West Jackson, which lies South of the fence on the South side of that real property conveyed to the grantee herein by Warranty Deed dated August 15, 1956 and executed by Robert P. Roepcke and Mrs. Jacqueline Sullivan Roepcke, husband and wife, and said deed appearing of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to which deed is hereby made in aid of this description.

TOGETHER WITH

(Book 1468 Page 209-210)

A certain lot or parcel of land fronting 50 feet on the East line of Clifton Street and extending back Easterly between parallel lines for a distance of 148 feet, being a part of Lot 56, West Jackson, according to the map of Jackson by Henry C. Daniels, 1875, and being more particularly described as follows:

Begin at a point on East line of Clifton Street 185.0 feet Southerly from the intersection of the East line of Clifton Street with the South line of Pearl Street, as both streets are now (August 1963) laid out and Improved City of Jackson in the First Judicial District of Hinds County, Mississippi, said Point of Beginning also being 196.2 feet Northerly from the intersection of the East line Clifton Street with the North line of Pascagoula Street, as both streets are now (August 1963) laid out and improved in the City of Jackson, Mississippi, said Point of Beginning also being the Southwest corner of the lot formerly belonging to the A. M. E. Church; run thence Southerly along the East line of Clifton Street for a distance of 50 feet to an iron stake; thence tum to the left through a deflection angle $90^{\circ} 00'$ and run Easterly and parallel with the North line of Pascagoula Street for a distance of 148 feet to an iron stake; thence turn to the left through a deflection angle of $90^{\circ} 00'$ and run Northerly and parallel with the East line of Clifton Street for a distance of 50 feet to an iron stake; thence tum to the left through a deflection angle of $90^{\circ} 00'$ and run Westerly and with the North line of Pascagoula Street for a distance of 148 feet to the Point of Beginning; LESS AND EXCEPT a certain triangular shaped parcel of land lying in the Northwest corner of the above described property, heretofore conveyed to the City of Jackson, Mississippi, and being more particularly described as follows: Begin at a point on the East line of Clifton Street at the Northwest corner of the above; described lot or parcel of land and run thence Easterly and parallel with the North line of Pascagoula Street for a distance of 17.42 feet to an iron stake on the North line of the above described lot or parcel of land; turn thence to the right through a deflection angle of $136^{\circ} 02'$ and run Southwesterly for a distance of 24.2 feet to an iron stake on the East line of Clifton Street, said point being 16.8 feet Southerly from the Point of Beginning; turn thence to the right through a deflection angle of $133^{\circ} 58'$ and run Northerly along the East line of Clifton Street for a distance of 16,8 feet to the Point of Beginning.

TOGETHER WITH:

(Book 2220 Page 635)

Begin at the intersection of the South line of Terry Road and the East line of Clifton Street as now laid out run thence in a northeasterly direction along the south line of Terry Road 24.22 feet to the point of beginning; from this point run thence along said south line of Terry Road in a northeasterly direction a distance of 133.52 feet; thence turn south and run 79.02 feet to a point which is 107.58 feet from the point of beginning; run thence westerly 107.58 feet to the point of beginning. Said lot being the triangle lot located on part of Lot 56 Miscellaneous-numbers West Jackson, according to map or plat of said It of record Chancery Clerk's office at Jackson, Mississippi.

is hereby modified so as to approve the rezoning of the property located at Parcel #140-3 on Pascagoula St. from C-3 (General) Commercial District to CMU-1 (Community) Mixed-Use District, Pedestrian Oriented with a Conditional Use Permit to allow for the construction of a community recreational center. The conditions of the Use Permit are that it shall be granted on an annual basis; be granted to Selika Sweet, the owner/operator of the community recreational center; and that subsequent owners or operators of a community recreational center at this location must apply for and receive a new Use Permit. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

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

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, JULY 17, 2023 2:30 P.M.**

Vice President Lee recognized Dr. Selika Sweet, Applicant, who spoke in favor of a Rezoning from C-3 (General) Commercial District to CMU-1 (Community) Mixed-Use District, Pedestrian Oriented with a Use Permit to allow for the construction of a community recreation center (event venue).

There was no opposition from the public.

Thereafter, Vice President Lee called for a vote on said item:

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

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
3974 Ward 7 C-UP	Trey Hester & Brez, LLC	839 S. State St.	Community Recreational Facility to operate an Escape Room	6/19/17
SE-4054 Ward 7	JCD Urban Development	2034 W. McDowell Rd.	Recreational Community Facility	6/17/19
4057 Ward 7 C-UP	John B. Stanton, o/b/h of Jackson Brew, LLC	3100 Old Canton Rd.	Drive thru window for a coffee shop	6/17/19
4128 Ward 2 C-UP	Offtop Autoplex, LLC	5502 North State St.	Used Car Lot	6/21/21
SE-2482 Ward 3	George Wilkes, Jr.	729 Beaverbrook Dr. Jackson, MS 39206	One-Chair Barber Shop	07/16/86
SE-4085 Ward 2	Laura Robbins	5663 Beechwood Dr. Jackson, MS 39206	Residential Day Care Center	07/20/20
C-UP- 4088 Ward 2	Rhemalyn Lewis	4872 North State St. (formerly 4866/4872) Jackson, MS 39206	Commercial Child Care Center	07/20/20
C-UP- 4130 Ward 5	WMIW, LLC (Sam Astrahan)	3883/3885 Metro Dr. Jackson, MS 39209	Community Recreational Center	07/19/21
SE-4133 Ward 3	Jackson Memorial Funeral Services, LLC	800, 816 & 818 Woodrow Wilson Ave. Jackson, MS 39213	Residential Community Center	07/19/21

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

Vice President Lee recognized **Council Member Grizzell** who moved; seconded by Vice President Lee, to amend said order in Extension of Special Exceptions and Use Permits for One

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, JULY 17, 2023 2:30 P.M.**

Year to remove "Case No. C-UP-4130 - WMIW, LLC." The motion prevailed by the following votes:

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

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

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
3974 Ward 7 C-UP	Trey Hester & Brez, LLC	839 S. State St.	Community Recreational Facility to operate an Escape Room	6/19/17
SE-4054 Ward 7	JCD Urban Development	2034 W. McDowell Rd.	Recreational Community Facility	6/17/19
4057 Ward 7 C-UP	John B. Stanton, o/b/h of Jackson Brew, LLC	3100 Old Canton Rd.	Drive thru window for a coffee shop	6/17/19
4128 Ward 2 C-UP	Offtop Autoplex, LLC	5502 North State St.	Used Car Lot	6/21/21
SE-2482 Ward 3	George Wilkes, Jr.	729 Beaverbrook Dr. Jackson, MS 39206	One-Chair Barber Shop	07/16/86
SE-4085 Ward 2	Laura Robbins	5663 Beechwood Dr. Jackson, MS 39206	Residential Day Care Center	07/20/20
C-UP- 4088 Ward 2	Rhemalyn Lewis	4872 North State St. (formerly 4866/4872) Jackson, MS 39206	Commercial Child Care Center	07/20/20
SE-4133 Ward 3	Jackson Memorial Funeral Services, LLC	800, 816 & 818 Woodrow Wilson Ave. Jackson, MS 39213	Residential Community Center	07/19/21

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, July 18, 2023. At 4:04 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

15

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on July 18, 2023, being the third Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **Bishop Henry Joseph of Zion Ministries**.

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

There came on for Introduction, Agenda Item No. 2:

ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE.

There was no opposition from the public.

Vice President Lee requested that Agenda Item No. 12 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE.

WHEREAS, the Council of the City of Jackson, Mississippi, approved by order entered at its regular meeting on July 3, 2023, the Department of Revenue's Uniform Assessment Schedule for the assessment, calculation, and collection of ad valorem taxes on motor vehicles for the City of Jackson and the Jackson Municipal Separate School District; and

WHEREAS, the Council ordered the Clerk to publish notice to the public, to the effect that the said assessment schedule for motor vehicles had been approved and subject to the right of taxpayers and the public to examine and object to the same, and fixed a date therein, to wit, the 18th day of July 2023, which said the date was no more than fifteen (15) days after the date of the publication thereof, as the date for the hearing of protests and objections to the said assessment schedule and claims for adjustment thereunder; and

WHEREAS, the Council further ordered that the notice be published in the Mississippi Link, a newspaper of general circulation in the City of Jackson on July 13, 2023; and

WHEREAS, on July 18, 2023, the Council in the Council Chambers at City Hall in said city conducted a hearing to take on any complaint filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly; and

WHEREAS, the Council finds that no protests against said schedule were filed with the Clerk of the City of Jackson on or before 10:00 a.m., July 18, 2023, as provided for in said notice; therefore, no claim for adjustment was filed; and

WHEREAS, the Council now finds that in all things it is right and proper for said assessment schedule to be now made final.

IT IS, THEREFORE, ORDERED that the Council of the City of Jackson did not receive any complaints to the Department of Revenue’s motor vehicle ad valorem tax assessment schedule for the year 2023-2024. The valuations therein set forth are finally approved after no complaints to the assessment were filed in writing to be heard on July 18, 2023.

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

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

The following individual provided public comments during the meeting:

- **Thomas Cheatham** expressed concerns regarding Agenda Item No. 29.

Vice President Lee requested that Agenda Item No. 30 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: PARKS: **Vice President Lee** expressed concerns regarding the City’s parks. **Vice President Lee** recognized **Ison Harris, Director of Parks and Recreation**, who stated that all parks are cut on a weekly basis (weather permitting) and that his department has worked extremely hard to keep all parks up to par with only 48 men cutting all of the grass the city is responsible for cutting. He also cited the City’s budget problems with getting all the city’s swimming pools back up and running. **Vice President Lee** expressed concerns about the long list of duties the Parks and Recreation Department has and suggested that maybe their duties needed to be re-evaluated to create some relief for that department.

APPROVAL OF THE MAY 23, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JUNE 1, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JUNE 22, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JUNE 29, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

Vice President Lee requested that Agenda Item No. 15 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND TANGENT SOLUTIONS, LLC FOR THE PURPOSE OF ADMINISTERING A SUMMER STEAM CAMP DURING THE 2023, 2024, AND 2025 SUMMER.

WHEREAS, the Department of Human and Cultural Services operates and manages the Russell C. Davis Planetarium; and

WHEREAS, as part of the programs and services of the Russell C. Davis Planetarium, the Department of Human and Cultural Services recommends that the City of Jackson collaborate with Tangent Solutions, LLC to provide a STEAM camp for youths at no cost; and

WHEREAS, the STEAM camp will consist of three (3) weeks and be located at Jackson State University's School of Science Technology and Engineering; and

WHEREAS, the STEAM camp will take place during the summer of 2023, 2024, and 2025 and offer 3 weeks of a NASA Astro Camp® certified curriculum-based STEAM instruction to participating students at no charge; and

WHEREAS, Tangent Solutions, LLC has provided outstanding curriculum-based STEAM enrichment for participating students that has resulted in a 150% increase in student enrollment from last year, 2022; and

WHEREAS, Tangent Solutions LLC will provide perpetual extension and use of Metro Area Robotics and STEAM online platform and programming used in summer camps at no cost provided Tangent Solutions LLC is the contractual administrator of in-person and/or virtual online camps or programs services; and

WHEREAS, the City of Jackson will render and provide perpetual extension and use of programming licenses and physical equipment used in summer camps at no cost, including Oculus goggles and libraries, NASA AstroCamp supplies, Spheros robots, PowerUp toys, and STEAM kits i.e., Kiwico; and

WHEREAS, Tangent Solutions, LLC is an independent contractor and no joint venture, agency, partnership, or employer relationship is created; and

WHEREAS, Tangent Solutions, LLC agrees to indemnify and hold the City harmless from and against any and all claims, demands, suits, liabilities, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing on account of death and injury to persons, and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by Tangent Solutions, LLC further agrees to indemnify and hold harmless the City for all penalties, fines, and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform; and

WHEREAS, the City of Jackson will pay Tangent Solutions, LLC. as services are rendered a sum not to exceed \$25,000.00 for each year that the STEAM camp is offered; and

WHEREAS, the Memorandum of Understanding shall be governed by the laws of the State of Mississippi; and

WHEREAS, either party may decide not to proceed with the project contemplated for any reason or no reason.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Memorandum of Understanding with Tangent Solutions, LLC.

IT IS HEREBY ORDERED that a sum not to exceed \$25,000.00 for each year that the summer STEAM is offered may be paid to Tangent Solutions, LLC.

IT IS HEREBY ORDERED that the STEAM camp may be offered during the summer of 2023, 2024, and 2025.

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

Vice President Lee recognized **Mike Williams, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

There came on for Introduction Agenda Item No. 8:

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 3 OF THE JACKSON CODE OF ORDINANCES. **Council Member Lindsay** requested that the Council suspend the rules to adopt said item.

Vice President Lee recognized **Council Member Lindsay** who moved; seconded by **Council Member Grizzell**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Thereafter, **Vice President Lee** requested that the Clerk read the Order:

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 3 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Article I, Section 2-102 of the City of Jackson Code of Ordinances, provides for the establishment of City Council standing committees; and

WHEREAS, the City Council has determined that Section 2-102 of the City of Jackson Code of Ordinances should be amended to combine the Planning Committee with the Economic Development Committee, and, thus, a new section titled "Planning/Economic Development Committee" should be established; and

WHEREAS, Section 2-102 currently states:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain six standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- (1) Finance committee.
- (2) Rules committee.
- (3) Planning committee.
- (4) Legislative committee.
- (5) Economic development committee.
- (6) Government Operations committee.

WHEREAS, Section 2-104 currently states:

"Sec. 2-104. – Rules committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

WHEREAS, in order to establish a Rules and Government Committee, the above-mentioned sections of Article I, Section 2-102 of the City of Jackson Code of Ordinances must be amended as follows:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain ~~six~~ eight standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- 1) Finance committee.
- 2) Rules **and Government Operations** committee.
- 3) Planning/Economic development committee.
- 4) Legislative committee.
- 5) Economic development committee.
- ~~(6) Government Operations committee."~~
- 6) Public Works Committee**
- 7) Public Property Renaming Committee**
- 8) Public Safety & Parks Committee**

"Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

“Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City’s Public Works responsibility for planning, designing, constructing, operating, and maintaining the city’s infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Sec. 2-107. – Government Operation committee shall be deleted in its entirety.

“Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City’s properties or facilities, the facilitation of the citizens’ input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

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

Section 1. Sec. 2-102 is amended, and shall now read as follows:

“Sec. 2-102. Establishment of standing committees.

The council shall maintain seven standing committees which may make recommendations to council as appropriate. The eight standing committees shall be:

- (1) Finance committee.
- (2) Rules and Government Operations committee.
- (3) Planning/ Economic Development committee.
- (4) Legislative committee.
- (5) Public Works committee.
- (6) Public Property Renaming committee.
- (7) Public Safety and Parks committee.

Section 2. Sec. 2-104 is amended, and shall now read as follows:

“Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

Section 3. Sec. 2-106 is amended, and shall now read as follows:

“Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City’s Public Works responsibility for planning, designing, constructing, operating, and maintaining the city’s infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal

systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Section 4. Sec. 2-107 is deleted in its entirety.

Section 5. Sec. 2-107 is amended, and shall now read as follows:

“Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City’s properties or facilities, the facilitation of the citizens’ input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

Section 6. Sec. 2-108 is amended, and shall now read as follows:

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

Section 7. Any delay in the effectiveness of this ordinance will have a debilitating effect on City government; thus, this order shall take effect immediately upon passage.

Vice President Lee recognized **Terry Williamson, Legal Counsel**, who stated that an amendment was needed in said ordinance, in Section 7, to read: “Effective 30 days after passage and publication.”

Council Member Grizzell moved; seconded by **Council Member Lindsay**, to amend said order to reflect the changes as stated by **Legal Counsel Terry Williamson**. The motion prevailed by the following vote:

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

Thereafter, **Vice President Lee** called for a vote on said Ordinance as amended:

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 3 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Article I, Section 2-102 of the City of Jackson Code of Ordinances, provides for the establishment of City Council standing committees; and

WHEREAS, the City Council has determined that Section 2-102 of the City of Jackson Code of Ordinances should be amended to combine the Planning Committee with the Economic Development Committee, and, thus, a new section titled "Planning/Economic Development Committee" should be established; and

WHEREAS, Section 2-102 currently states:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain six standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- (7) Finance committee.
- (8) Rules committee.
- (9) Planning committee.
- (10) Legislative committee.
- (11) Economic development committee.
- (12) Government Operations committee.

WHEREAS, Section 2-104 currently states:

"Sec. 2-104. – Rules committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

WHEREAS, in order to establish a Rules and Government Committee, the above-mentioned sections of Article I, Section 2-102 of the City of Jackson Code of Ordinances must be amended as follows:

"Sec. 2-102. Establishment of standing committees.

The council shall maintain ~~six~~ eight standing committees which may make recommendations to the council as appropriate. The six standing committees shall be:

- 6) Finance committee.
- 7) Rules and Government Operations committee.
- 8) Planning/Economic development committee.
- 9) Legislative committee.
- 10) Economic development committee.

- 6) Public Works Committee
- 7) Public Property Renaming Committee
- 8) Public Safety & Parks Committee

"Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

"Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City's Public Works responsibility for planning, designing, constructing, operating, and maintaining the city's infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Sec. 2-107. – Government Operation committee shall be deleted in its entirety.

"Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City's properties or facilities, the facilitation of the citizens' input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

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

Section 1. Sec. 2-102 is amended, and shall now read as follows:

“Sec. 2-102. Establishment of standing committees.

The council shall maintain seven standing committees which may make recommendations to council as appropriate. The eight standing committees shall be:

- (8) Finance committee.
- (9) Rules and Government Operations committee.
- (10) Planning/ Economic Development committee.
- (11) Legislative committee.
- (12) Public Works committee.
- (13) Public Property Renaming committee.
- (14) Public Safety and Parks committee.

Section 2. Sec. 2-104 is amended, and shall now read as follows:

“Sec. 2-104. – Rules and Government Operations committee.

The function of this committee is to conduct an ongoing analysis of council procedures to ensure legality and maximum exercise of council responsibilities. Additionally, all matters relating to nominations, rules, laws, executive communications, resolutions and ordinances shall be referred to this committee at the discretion of the president. Additional duties may be assigned as needed.

Section 3. Sec. 2-106 is amended, and shall now read as follows:

“Sec.2-106 – Public Works Committee.

The function of this committee is to oversees the City’s Public Works responsibility for planning, designing, constructing, operating, and maintaining the city’s infrastructure which includes public roads, transportation systems, bridges, water, wastewater, drainage, and solid waste disposal systems to ensure the sustainability of structures and services essential to the welfare and acceptable quality of life for its citizens.

Section 4. Sec. 2-107 is deleted in its entirety.

Section 5. Sec. 2-107 is amended, and shall now read as follows:

“Sec.2-107 – Public Property Renaming Committee.

The function of this committee is to implement of the guidelines established for renaming the City’s properties or facilities, the facilitation of the citizens’ input through the process of notification, reviewing of all applications and advisement to the applicant, in writing, as to whether the application has met the requirements set forth in these procedures, the assurance of the monitoring of all phases of the procedures established for this process.

Section 6. Sec. 2-108 is amended, and shall now read as follows:

“Sec.2-108 – Public Safety and Parks Committee.

The function of this committee is the protection of citizens, organizations, and communities by preventing them from being in danger and guarding their well-being. Also, this committee is dedicated to the assurance of the creation of positive experiences by providing quality parks, facilities, services, and programs for all of citizens.

Section 7. Any delay in the effectiveness of this ordinance will have a debilitating effect on City government; thus, this Ordinance will be effective 30 days after passage and publication.

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

There came on for Introduction Agenda Item No. 9:

AN ORDINANCE CREATING SECTION 86-21 CONCERNING THE USE OF CONSUMER FIREWORKS AND PROVIDING PENALTIES FOR VIOLATIONS.
Council Member Lindsay requested that the Council suspend the rules to adopt said item.

Vice President Lee recognized **Council Member Lindsay** who moved; seconded by **Vice President Lee**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Thereafter, **Vice President Lee** requested that the Clerk read the Order:

AN ORDINANCE CREATING SECTION 86-21 CONCERNING THE USE OF CONSUMER FIREWORKS AND PROVIDING PENALTIES FOR VIOLATIONS.

THE CITY OF JACKSON ORDAINS:

That Chapter 86, Article I, Section 86-21, of the City of Jackson Code is hereby amended to provide as follows:

Sec. 86-21. Definitions

A) Definitions: For Purposes of this Section

(1) Articles pyrotechnic means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.

(2) Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

(3) Display fireworks means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.

(4) Fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

(5) Low-impact fireworks means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1 to 3.1.1.8, and 3.5.

(6) Novelties means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

- (i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.
- (ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph.
- (iii) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
- (iv) Flitter sparklers in paper tubes not exceeding one-eighth-inch in diameter.
- (v) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

(7) Special effects means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

B - Use of consumer fireworks.

(a) Except as provided in paragraphs (b), (c), and (d) below, it shall be unlawful for any person to ignite, discharge or use consumer fireworks, as such term is defined in section 86-21-A.

(b) It is unlawful to throw, toss or aim any fireworks at any person, animal, or vehicle, explode any fireworks within three hundred 300 yards of any railroad depot or warehouse, hospital, asylum, or within 300 feet of where fireworks are offered for sale. A person may ignite, discharge, or use consumer fireworks only between the hours of 9:00 am and 10:00 pm on the day preceding, the day of, or the day after the following national holidays:

- (1) Martin Luther King, Jr. Day, the third Monday in January
- (3) Memorial Day, the last Monday in May
- (3) Juneteenth, June 19
- (4) Independence Day, July 4
- (5) Labor Day, the first Monday in September
- (6) Columbus Day, the second Monday in October
- (7) Veterans Day, November 11
- (9) Christmas Day, December 25

(c) On New Year's Day, January 1, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 1:00 a.m. On the day before, or the day after, New Year's Day, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 10:00 p.m.

(d) A person shall not shoot, discharge, fire, explode, or otherwise use any consumer fireworks on or low-impact fireworks in any of the streets, sidewalks, alleys, or elsewhere within the city limits, except during the permitted dates and times listed under the permitted holidays.

(e) Each violation of paragraphs (b), (c), and (d) shall be punishable by a civil infraction with a fine not to exceed one thousand dollars (\$1,000.00).

(f) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's

express permission to use those fireworks on those premises. Except as otherwise provided in this subsection, a person that violates this subsection is responsible for a civil infraction and may be ordered to pay a fine not to exceed five hundred dollars (\$500.00).

(g) A person shall not ignite, discharge or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor or a controlled substance or a combination of both. A person who violates this subsection is responsible for a civil infraction punishable by a fine not to exceed one thousand dollars (\$1,000.00).

(h) Minors under 16 years of age shall not ignite, discharge, or use consumer fireworks or low-impact fireworks without the supervision of a parent, guardian, or custodian. Parents, guardians, or custodians will be held financially liable for any damages on public property, school property, church property, or the property of another person should minors be knowingly left unaccompanied during the use of consumer fireworks or low-impact fireworks.

(i) Unmanned free-floating devices. Any unmanned free-floating device (sky lantern) which requires fire underneath to propel it and is not moored to the ground while aloft, have an uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited within city limits.

(j) Unless otherwise provided in this section, if a person knowingly, intentionally, or recklessly violates this section, the person is guilty of a crime as follows:

(1) Except as otherwise provided in this section, a misdemeanor punishable by imprisonment for not more than 30 days or a fine not to exceed one thousand dollars (\$1,000.00), or both.

(2) If the violation causes damage to the property of another person, a misdemeanor punishable by imprisonment for not more than 60 days or a fine not to exceed five hundred dollars (\$500.00), or both.

C- Sale and Storage of Fireworks.

(a) Firework sales are seasonal sales only, within the times permitted by state law. No fireworks should be sold or offered for sale within the City of Jackson before June 15 and after July 5, before Dec. 5, and after Jan. 2 of each year.

(b) Permitted holidays recognized for the purpose of sale should be limited to July 4, Dec. 25, Dec. 31, and Jan. 1.

(c) The name of the association, organization, or corporation, together with the names of the persons to be in charge of the sales, the dates and time of the day at which the sales are to be held, and a diagram/sketch of the location to serve as a sales location must be submitted to City of Jackson's Planning Director, Zoning Administrator, Fire Chief, and Fire Marshal.

(d) A license fee for the sale of fireworks at each location shall be in the sum of \$250.00, and a structure erected for the sale of fireworks shall comply with those requirements set forth through the ordinance, and all other city ordinances or regulations. The structure must be approved for occupancy, including no smoking signs, exit signs, and fire extinguishers.

(e) City representatives, including the Building Inspector, as well as a fire official, are authorized to inspect the site and make periodic follow-up checks, as deemed necessary, to ensure continued compliance.

(f) Fireworks must not be sold or kept for sale in a place of business where paints, oils, varnishes, turpentine or gasoline, or other flammable substances are kept. Fireworks should be stored in a room set aside for storage of fireworks only and shall have a sign over the entrance that reads, "Fireworks – No Smoking - Keep Open Flames Away."

(g) All retailers are forbidden to expose fireworks where the sun shines through the glass on the merchandise displayed, except where fireworks are in the original package, and all fireworks kept for sale on front counters must remain in original packages, except where an attendant is on constant duty, or the firework is equipped with a threaded safety fuse.

(h) All retail stands must display a minimum of four "No Smoking" signs in a prominent place, viewable to the public. The permittee shall be responsible for strict enforcement of the no-smoking regulation.

(i) It is unlawful for fireworks to be stored, kept, sold, or discharged within 300 feet of the property line of any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold. Additionally, all fireworks sales sites are required to be 2,500 feet away from other existing fireworks outlets, and 500 feet from any residential properties. • It is also unlawful to sell any type of fireworks that have not been evaluated and approved for sale and use within the State of Mississippi by the state Fire Marshal.

(j) All fireworks sales must be located in an appropriate Limited Commercial District as defined by the City's Zoning Ordinance, 702.04 C-2.

(k) Fireworks also must not be sold to unaccompanied minors under the age of 18, or anyone under the influence of alcohol and/or drugs.

D - Regulations governing displays.

(a) The fire marshal shall have the right to be present at the firing of any permitted public display of fireworks and shall have the right to cause such display to be stopped unless it is conducted in strict accordance with the statements made in the application for the required permit and so as not to be hazardous to property or endanger any persons.

(b) No person shall ignite, explode, project or otherwise make use of any fireworks in or on any street, alley, highway or other public place or property within the city, nor shall any person permit such fireworks to be projected over or onto the property of another person, without the consent of the person having control of such property.

(c) No person shall ignite, explode, project or otherwise make use of any fireworks within 200 feet of any dwelling or other structure wherein persons reside.

(d) Every fireworks display shall be handled by a competent operator approved by the chief of police and the fire marshal for the city, and shall be of such character and so located, discharged or fired as, in the opinion of the fire marshal after proper inspection, shall not be hazardous to property or endanger any person.

E - Required.

No person shall explode any fireworks, pyrotechnics or other explosives of like character in a public display without a permit from the fire marshal.

F – Permit and Application.

1)The city council upon application in writing, on forms provided by the director of the department of state police, which are available at the city clerk's office, may grant a permit for the use of fireworks within their political jurisdiction, manufactured for outdoor pest control or agricultural purposes, or for public display by municipalities, fair associations, amusement parks, or other organizations or groups of individuals approved by the city, if the applicable provisions of this ordinance are complied with. The permits shall be on forms provided by the director of the fire department, fire marshal division. After a permit has been granted, sales, possession, or transportation of fireworks for the purposes described in the permit only may be made. A permit granted under this subsection shall not be transferable, nor shall a permit be issued to a person under the age of 18 years.

(2) The city council, upon application in writing, may grant a permit, on forms provided by the director of the fire department, which are available at the city clerk's office, to a resident wholesale dealer or jobber to have in his possession within the political jurisdiction, fireworks otherwise not prohibited, for sale only to holders of permits as provided in this section. A permit granted under this subsection is not transferable, nor shall a permit be issued to a person under the age of 18 years.

(3) Before a permit for a pyrotechnic display is issued, the person, firm, or corporation making application therefor shall furnish proof of financial responsibility by a bond or insurance in an

amount deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation, or an agent or employee thereof, in the amount, character and form the local authority determines necessary for the protection of the public.

(4) A permit shall not be issued under this ordinance to a nonresident person, firm, or corporation for conduct of a pyrotechnic display in this city until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be his legal representative upon whom all process in an action or proceeding against him may be served.

(5) The local governing authority shall rule on the competency and qualifications of operators of pyrotechnic displays, as the operator has furnished in his application form, and on the time, place and safety aspects of the displays before granting permits. (b) The application for a permit for the public display of fireworks shall set forth: (1) The name of the individual or organization sponsoring the display, together with the name, age, experience and physical characteristics of the persons actually in charge of firing the display. (2) The date and the time of day at which the display will be held. (3) The exact location plan for the display. (4) The number and kinds of fireworks to be discharged. (5) The manner and place of storage of such fireworks prior to the display.

(6) A diagram of the grounds on which the display is to be held, showing the point at which, the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained and the location of all trees, telegraph, telephone or electrical wires in the nearby vicinity or other overhead obstructions.

The application shall be verified by affidavit.

G - Investigation and issuance.

(a) The fire marshal shall make or cause to be made an inspection of the place stated in the permit application as the location of the proposed public display of fireworks, to ascertain whether it is a safe and proper location for the display thereof. He shall also investigate the qualifications of the proposed operator of the display. He shall also ascertain whether the applicant is a bonafide fair, association, amusement park or other organization or group of individuals. He shall also examine into the kind and character of the fireworks proposed to be used in the display. If he ascertains that the proposed display is to be given a proper place by a competent operator so that it shall not be hazardous to property or endanger any persons, he shall endorse and approve the application, and issue the necessary permit in the name of the fire department.

(b) No permit for the public display of fireworks shall be issued to a person who is not 18 years of age and of good moral character.

H - Fee.

The fee for a permit for a public display of fireworks shall be as required.

I – Non-transferability.

No permit issued pursuant to the provisions of this division shall be transferable.

J - Bond.

Before the issuance of any permit to hold a public display of fireworks, the applicant shall file a bond or property damage and public liability insurance certificate, acceptable to the city council, naming the city as coinsurer. Such bond or insurance certificate shall be in the amount of at least \$100,000.00 and, in case of the insurance certificate, the coverage for public liability shall be in the amount of \$100,000.00 for injury to one person and \$200,000.00 for injury to two or more persons resulting from the same accident. The certificate shall provide for a minimum of \$100,000.00 in property damage. Such protection shall become available for the payment of any damages by reason of the permitted use or display of fireworks, or arising from the acts of the permittee, his agents, employees and subcontractors.

K - Additional regulations.

The fire marshal shall have the power to adopt reasonable rules and regulations for the granting of permits for using fireworks for supervised public displays.

Sections 86-22— 86-50. - Reserved.

Vice President Lee recognized Terry Williamson, Legal Counsel, who stated that an amendment was needed in said ordinance, to add Section L to read, as follows: "Effective 30 days after passage and publication."

Council Member Grizzell moved; seconded by Council Member Lindsay, to amend said order to reflect the changes as stated by Legal Counsel Terry Williamson. The motion prevailed by the following vote:

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

Thereafter, Vice President Lee called for a vote on said Ordinance as amended:

AN ORDINANCE CREATING SECTION 86-21 CONCERNING THE USE OF CONSUMER FIREWORKS AND PROVIDING PENALTIES FOR VIOLATIONS.

THE CITY OF JACKSON ORDAINS:

That Chapter 86, Article I, Section 86-21, of the City of Jackson Code is hereby amended to provide as follows:

Sec. 86-21. Definitions

A) Definitions: For Purposes of this Section

(1) Articles pyrotechnic means pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.

(2) Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

(3) Display fireworks means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.

(4) Fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

(5) Low-impact fireworks means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1 to 3.1.1.8, and 3.5.

(6) Novelties means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

(i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.

(ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph.

(vi) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

(vii) Flitter sparklers in paper tubes not exceeding one-eighth-inch in diameter.

(viii) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

(7) Special effects means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

B - Use of consumer fireworks.

(a) Except as provided in paragraphs (b), (c), and (d) below, it shall be unlawful for any person to ignite, discharge or use consumer fireworks, as such term is defined in section 86-21-A.

(b) It is unlawful to throw, toss or aim any fireworks at any person, animal, or vehicle, explode any fireworks within three hundred 300 yards of any railroad depot or warehouse, hospital, asylum, or within 300 feet of where fireworks are offered for sale. A person may ignite, discharge, or use consumer fireworks only between the hours of 9:00 am and 10:00 pm on the day preceding, the day of, or the day after the following national holidays:

(1) Martin Luther King, Jr. Day, the third Monday in January

(3) Memorial Day, the last Monday in May

(3) Juneteenth, June 19

(4) Independence Day, July 4

(5) Labor Day, the first Monday in September

(6) Columbus Day, the second Monday in October

(7) Veterans Day, November 11

(9) Christmas Day, December 25

(c) On New Year's Day, January 1, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 1:00 a.m. On the day before, or the day after, New Year's Day, a person may ignite, discharge, or use consumer fireworks between the hours of 9:00 a.m. and 10:00 p.m.

(d) A person shall not shoot, discharge, fire, explode, or otherwise use any consumer fireworks on or low-impact fireworks in any of the streets, sidewalks, alleys, or elsewhere within the city limits, except during the permitted dates and times listed under the permitted holidays.

~~(e) Each violation of paragraphs (b), (c), and (d) shall be punishable by a civil infraction with a fine not to exceed one thousand dollars (\$1,000.00).~~

(f) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises. Except as otherwise provided in this subsection, a person that violates this subsection is responsible for a civil infraction and may be ordered to pay a fine not to exceed five hundred dollars (\$500.00).

(g) A person shall not ignite, discharge or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor or a controlled substance or a combination of both. A person who violates this subsection is responsible for a civil infraction punishable by a fine not to exceed one thousand dollars (\$1,000.00).

(h) Minors under 16 years of age shall not ignite, discharge, or use consumer fireworks or low-impact fireworks without the supervision of a parent, guardian, or custodian. Parents, guardians, or custodians will be held financially liable for any damages on public property, school property, church property, or the property of another person should minors be knowingly left unaccompanied during the use of consumer fireworks or low-impact fireworks.

(i) Unmanned free-floating devices. Any unmanned free-floating device (sky lantern) which requires fire underneath to propel it and is not moored to the ground while aloft, have an uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited within city limits.

(j) Unless otherwise provided in this section, if a person knowingly, intentionally, or recklessly violates this section, the person is guilty of a crime as follows:

(1) Except as otherwise provided in this section, a misdemeanor punishable by imprisonment for not more than 30 days or a fine not to exceed one thousand dollars (\$1,000.00), or both.

(2) If the violation causes damage to the property of another person, a misdemeanor punishable by imprisonment for not more than 60 days or a fine not to exceed five hundred dollars (\$500.00), or both.

C- Sale and Storage of Fireworks.

(a) Firework sales are seasonal sales only, within the times permitted by state law. No fireworks should be sold or offered for sale within the City of Jackson before June 15 and after July 5, before Dec. 5, and after Jan. 2 of each year.

(b) Permitted holidays recognized for the purpose of sale should be limited to July 4, Dec. 25, Dec. 31, and Jan. 1.

(c) The name of the association, organization, or corporation, together with the names of the persons to be in charge of the sales, the dates and time of the day at which the sales are to be held, and a diagram/sketch of the location to serve as a sales location must be submitted to City of Jackson's Planning Director, Zoning Administrator, Fire Chief, and Fire Marshal.

(d) A license fee for the sale of fireworks at each location shall be in the sum of \$250.00, and a structure erected for the sale of fireworks shall comply with those requirements set forth through the ordinance, and all other city ordinances or regulations. The structure must be approved for occupancy, including no smoking signs, exit signs, and fire extinguishers.

(e) City representatives, including the Building Inspector, as well as a fire official, are authorized to inspect the site and make periodic follow-up checks, as deemed necessary, to ensure continued compliance.

(f) Fireworks must not be sold or kept for sale in a place of business where paints, oils, varnishes, turpentine or gasoline, or other flammable substances are kept. Fireworks should be stored in a room set aside for storage of fireworks only and shall have a sign over the entrance that reads, "Fireworks - No Smoking - Keep Open Flames Away."

(g) All retailers are forbidden to expose fireworks where the sun shines through the glass on the merchandise displayed, except where fireworks are in the original package, and all fireworks kept for sale on front counters must remain in original packages, except where an attendant is on constant duty, or the firework is equipped with a threaded safety fuse.

(h) All retail stands must display a minimum of four "No Smoking" signs in a prominent place, viewable to the public. The permittee shall be responsible for strict enforcement of the no-smoking regulation.

(i) It is unlawful for fireworks to be stored, kept, sold, or discharged within 300 feet of the property line of any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold. Additionally, all fireworks sales sites are required to be 2,500 feet away from other existing fireworks outlets, and 500 feet from any residential properties. • It is also unlawful to sell any type of fireworks that have not been evaluated and approved for sale and use within the State of Mississippi by the state Fire Marshal.

(j) All fireworks sales must be located in an appropriate Limited Commercial District as defined by the City's Zoning Ordinance, 702.04 C-2.

(k) Fireworks also must not be sold to unaccompanied minors under the age of 18, or anyone under the influence of alcohol and/or drugs.

D - Regulations governing displays.

(a) The fire marshal shall have the right to be present at the firing of any permitted public display of fireworks and shall have the right to cause such display to be stopped unless it is conducted in strict accordance with the statements made in the application for the required permit and so as not to be hazardous to property or endanger any persons.

(b) No person shall ignite, explode, project or otherwise make use of any fireworks in or on any street, alley, highway or other public place or property within the city, nor shall any person permit such fireworks to be projected over or onto the property of another person, without the consent of the person having control of such property.

(c) No person shall ignite, explode, project or otherwise make use of any fireworks within 200 feet of any dwelling or other structure wherein persons reside.

(d) Every fireworks display shall be handled by a competent operator approved by the chief of police and the fire marshal for the city, and shall be of such character and so located, discharged or fired as, in the opinion of the fire marshal after proper inspection, shall not be hazardous to property or endanger any person.

E - Required.

No person shall explode any fireworks, pyrotechnics or other explosives of like character in a public display without a permit from the fire marshal.

F – Permit and Application.

1)The city council upon application in writing, on forms provided by the director of the department of state police, which are available at the city clerk's office, may grant a permit for the use of fireworks within their political jurisdiction, manufactured for outdoor pest control or agricultural purposes, or for public display by municipalities, fair associations, amusement parks, or other organizations or groups of individuals approved by the city, if the applicable provisions of this ordinance are complied with. The permits shall be on forms provided by the director of the fire department, fire marshal division. After a permit has been granted, sales, possession, or transportation of fireworks for the purposes described in the permit only may be made. A permit granted under this subsection shall not be transferable, nor shall a permit be issued to a person under the age of 18 years.

(2) The city council, upon application in writing, may grant a permit, on forms provided by the director of the fire department, which are available at the city clerk's office, to a resident wholesale dealer or jobber to have in his possession within the political jurisdiction, fireworks otherwise not prohibited, for sale only to holders of permits as provided in this section. A permit granted under this subsection is not transferable, nor shall a permit be issued to a person under the age of 18 years.

(3) Before a permit for a pyrotechnic display is issued, the person, firm, or corporation making application therefor shall furnish proof of financial responsibility by a bond or insurance in an amount deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation, or an agent or employee thereof, in the amount, character and form the local authority determines necessary for the protection of the public.

(4) A permit shall not be issued under this ordinance to a nonresident person, firm, or corporation for conduct of a pyrotechnic display in this city until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be his legal representative upon whom all process in an action or proceeding against him may be served.

(5) The local governing authority shall rule on the competency and qualifications of operators of pyrotechnic displays, as the operator has furnished in his application form, and on the time, place and safety aspects of the displays before granting permits. (b) The application for a permit for the public display of fireworks shall set forth: (1) The name of the individual or organization sponsoring the display, together with the name, age, experience and physical characteristics of the persons actually in charge of firing the display. (2) The date and the time of day at which the display will be held. (3) The exact location plan for the display. (4) The number and kinds of fireworks to be discharged. (5) The manner and place of storage of such fireworks prior to the display.

(6) A diagram of the grounds on which the display is to be held, showing the point at which, the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained and the location of all trees, telegraph, telephone or electrical wires in the nearby vicinity or other overhead obstructions.

The application shall be verified by affidavit.

G - Investigation and issuance.

(a) The fire marshal shall make or cause to be made an inspection of the place stated in the permit application as the location of the proposed public display of fireworks, to ascertain whether it is a safe and proper location for the display thereof. He shall also investigate the qualifications of the proposed operator of the display. He shall also ascertain whether the applicant is a bonafide fair, association, amusement park or other organization or group of individuals. He shall also examine into the kind and character of the fireworks proposed to be used in the display. If he ascertains that the proposed display is to be given a proper place by a competent operator so that it shall not be hazardous to property or endanger any persons, he shall endorse and approve the application, and issue the necessary permit in the name of the fire department.

(b) No permit for the public display of fireworks shall be issued to a person who is not 18 years of age and of good moral character.

H - Fee.

The fee for a permit for a public display of fireworks shall be as required.

I - Non-transferability.

No permit issued pursuant to the provisions of this division shall be transferable.

J - Bond.

Before the issuance of any permit to hold a public display of fireworks, the applicant shall file a bond or property damage and public liability insurance certificate, acceptable to the city council, naming the city as coinsurer. Such bond or insurance certificate shall be in the amount of at least \$100,000.00 and, in case of the insurance certificate, the coverage for public liability shall be in the amount of \$100,000.00 for injury to one person and \$200,000.00 for injury to two or more persons resulting from the same accident. The certificate shall provide for a minimum of \$100,000.00 in property damage. Such protection shall become available for the payment of any damages by reason of the permitted use or display of fireworks, or arising from the acts of the permittee, his agents, employees and subcontractors.

K - Additional regulations.

The fire marshal shall have the power to adopt reasonable rules and regulations for the granting of permits for using fireworks for supervised public displays.

L. - This Ordinance will be effective 30 days after passage and publication.

Sections 86-22— 86-50. - Reserved.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 18, 2023 10:00 A.M.**

554

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

Vice President Lee recognized **Louis Wright**, CAO who introduced **Khalid Woods** as the City of Jackson’s new Public Works Director.

Vice President Lee recognized **Khalid Woods** who provided a brief personal statement.

ORDER APPROVING CLAIMS NUMBER 29084 to 29137 APPEARING AT PAGES 563 TO 594 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,542,335.82 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29084 to 29137 appearing at pages 563 to 594, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,542,335.82 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	2,064,582.02
TECHNOLOGY FUND	95,185.34
PARKS & RECR. FUND	77,314.47
LANDFILL/SANITATION FUND	171,205.16
STATE TORT CLAIMS FUND	20,729.65
WATER/SEWER OP & MAINT FUND	121,639.64
WATER/SEWER CAPITAL IMPR FUND	1,062,597.40
EMPLOYEES GROUP INSURANCE FUND	137,646.13
PAYROLL FUND	976.53
HOUSING COM DEV ACT (CDBG) FD	11,041.46
UNEMPLOYMENT COMPENSATION REVO	9,613.31
H O P W A GRANT – DEPT. OF HUD	51,673.07
TITLE III AGING PROGRAM	1,627.87
INFRASTRUCTURE BOND 2020 \$32M	723,426.04
1% INFRASTRUCTURE TAX	82,310.66
MADISON SEWAGE DISP OP & MAINT	39.54
TRANSPORTATION FUND	27,155.68
P E G ACCESS – PROGRAMMING FUND	15.34
MHC BLIGHT ELIMINATION PROGRAM	10,023.26
MODERNIZATION TAX	1,824.00
ZOOLOGICAL PARK	30,098.95
LIBRARY FUND	9,453.50
DFA – SB2971 – PETE BROWN GOLF	6,925.00
DFA – THALIA MARA HALL \$2M	356,625.80
2022 GO PLANETARIUM BOND \$7.5M	468,606.00
TOTAL	<u>\$5,542,335.82</u>

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Vice President Lee recognized Fidelis Malembeka, Chief Financial Officer, who recommended an amendment on claims to remove all SRF related expenses in the amount of \$1,169,423.26.

Council Member Grizzell moved; seconded by Council Member Lindsay, 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, Lee and Lindsay.
- Nays – None.
- Abstention – Hartley.
- Absent – Stokes.

Thereafter, Vice President Lee called for a vote of said item:

ORDER APPROVING CLAIMS NUMBER 29084 to 29137 APPEARING AT PAGES 563 TO 594 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,372,912.56 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29084 to 29137 appearing at pages 563 to 594, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,372,912.56 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	2,064,582.02
TECHNOLOGY FUND	95,185.34
PARKS & RECR. FUND	77,314.47
LANDFILL/SANITATION FUND	171,205.16
STATE TORT CLAIMS FUND	20,729.65
WATER/SEWER OP & MAINT FUND	121,639.64
WATER/SEWER CAPITAL IMPR FUND	1,062,597.40
EMPLOYEES GROUP INSURANCE FUND	137,646.13
PAYROLL FUND	976.53
HOUSING COM DEV ACT (CDBG) FD	11,041.46
UNEMPLOYMENT COMPENSATION REVO	9,613.31
H O P W A GRANT – DEPT. OF HUD	51,673.07
TITLE III AGING PROGRAM	1,627.87
INFRASTRUCTURE BOND 2020 \$32M	723,426.04
1% INFRASTRUCTURE TAX	82,310.66
MADISON SEWAGE DISP OP & MAINT	39.54
TRANSPORTATION FUND	27,155.68
P E G ACCESS – PROGRAMMING FUND	15.34
MHC BLIGHT ELIMINATION PROGRAM	10,023.26
MODERNIZATION TAX	1,824.00
ZOOLOGICAL PARK	30,098.95

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 18, 2023 10:00 A.M.**

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LIBRARY FUND	9,453.50
DFA – SB2971 – PETE BROWN GOLF	6,925.00
DFA – THALIA MARA HALL \$2M	356,625.80
2022 GO PLANETARIUM BOND \$7.5M	468,606.00
TOTAL	<u>\$4,372,912.56</u>

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29084 TO 29137 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29084 to 29137 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,408.18 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		2,463,944.75
PARKS & RECR FUND		108,695.51
LANDFILL FUND		18,645.75
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		108,340.34
PAYROLL	95,408.18	
HOUSING COMM DEV		8,519.41
TITLE III AGING PROGRAMS		5,859.49
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,463.95
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		33,156.61
AMERICAN RESCUE PLAN ACT 2021		8,608.91
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		<u>\$2,794,142.18</u>

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

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

Vice President Lee requested that Agenda Item No. 19 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH, INC. FOR THE 2024 ARTERIAL STREETS RESURFACING PROGRAM.

WHEREAS, on June 14, 2023 the Municipal Sales Tax Commission obligated \$1,635,000.00 toward engineering work to develop plans and specifications towards resurfacing the following streets:

- 1) Old Canton Road from Canton Mart Road to County Line Road;
- 2) South Street from Gallatin Street to Jefferson Street;
- 3) McDowell Road from intersection railroad near I-20, east to Gallatin Street and from Gallatin to MDOT ROW near I-55;
- 4) Northwest Industrial Parkway and Northwest Progress Parkway in the Northwest Industrial Park; and
- 5) Beasley Road from Watkins Drive to the Northwest Industrial Park; and

WHEREAS, the City Engineer selected CivilTech, Inc. to perform the proposed engineering design work and CivilTech has provided a proposed contract for the design of the resurfacing project in an amount not to exceed \$1,635,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement for Engineering Services with CivilTech, Inc. for the 2024 Arterial Streets Resurfacing Program for an amount not to exceed \$1,635,000.00.

IT IS FURTHER ORDERED that the Agreement for Engineering Services will be executed on the City's standard form Engineering Services Contract containing all the customary terms and conditions.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration Agenda Item No.13:

ORDER AUTHORIZING THE MAYOR TO ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000.00 FOR THE JACKSON POLICE DEPARTMENT. Said item was pulled by the Administration.

ORDER ACCEPTING THE BID OF STRING'S BBQ, LLC, TO PROVIDE FOOD AND CONCESSION SERVICES AT THE PETE BROWN GOLF FACILITY AND GROVE PARK MUNICIPAL GOLF COURSE FOR THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, a solicitation for food services and concessions was advertised by the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation provided the specifications for the food services and concessions with the Request for Quote (RFQ) to be submitted by Tuesday November 01, 2022, to the Office of the City Clerk; and

WHEREAS, String's BBQ, LLC, ("String's BBQ") submitted a Response to the Request for Quote (RFQ) on March 07, 2023; and

WHEREAS, String's BBQ was the only vendor who submitted a Request for Quote (RFQ); and

WHEREAS, String's BBQ is locally owned and operated by Perkasa Page; and is in good standing with the Mississippi Secretary of State; and

WHEREAS, String's BBQ, in its submitted quote, agreed to the terms and conditions requested from the City of Jackson Parks and Recreation Department; and

WHEREAS, String's BBQ agrees to be a Concessionaire at the Pete Brown Golf Facility and Grove Park Municipal Golf Course; and

WHEREAS, String's BBQ agrees to pay twenty-five percent (25%) or Four Hundred Dollars (\$400.00) of the facility concession sales and ten percent (10%) of beer sales, monthly, from Pete Brown Golf Facility based on the point of sale (POS); and

WHEREAS, String's BBQ agrees to pay twenty-five percent (25%) or Two Hundred Dollars (\$200.00) of the facility concession sales and ten percent (10%) of beers sales, monthly, from Grove Park Municipal Golf Course based on the point of sale (POS); and

WHEREAS, String's BBQ agrees to make monthly payments to the City of Jackson Park Fund; and

WHEREAS, String's BBQ agrees to NOT sale alcohol; and

WHEREAS, String's BBQ agrees to maintain adequate insurance including Certificate of Liability and Workers' Compensation Insurance in the amount of One Million Dollars (\$1,000,000.00) listing the City of Jackson as an additional insured; and

WHEREAS, the City of Jackson agrees to furnish one (1) permanent concession room, equipped with water, electricity, gas, and sewage, and internet services; and

WHEREAS, City of Jackson agrees to furnish all utilities; and

WHEREAS, String's BBQ agrees that all persons employed in the operation of concessions will be properly dressed, clean, neat, and presentable in appearance; and

WHEREAS, String's BBQ agrees to open and close in accordance with the Pete Brown Golf Facility's hours of operation - **Summer Months (April-November):** Tuesday – Friday 7:30 AM – 6:00 PM and Saturday & Sunday 7:00 AM - 6:00 PM; and

WHEREAS, String's BBQ agrees to open and close in accordance with the Pete Brown Golf Facility's hours of operation - **Winter Months (November-April):** Sunday -Tuesday 7:30 AM – 4:00 PM; and

WHEREAS, String's BBQ agrees to open and close in accordance with the Grove Park Municipal Golf Course's hours of operation - **Summer Months (April-November):** Thursday, Friday, and Monday 7:30 AM – 6:00 PM and Saturday & Sunday 7:00 AM - 6:00 PM; and

WHEREAS, String's BBQ agrees to open and close in accordance with the Grove Park Municipal Golf Course's hours of operation - **Winter Months (November-April)** Sunday - Tuesday 7:30 AM – 4:00 PM; and

WHEREAS, String's BBQ agrees to meet city, county, and state sanitation and food inspection requirements and to pay all applicable taxes; and

WHEREAS, the term of this Agreement between the City of Jackson and String's BBQ shall be for a period of one (1) year with the option to extend for two (2) years after approval of the City Council; and

WHEREAS, the best interests of the City of Jackson would be served by accepting String's BBQ concessions bid.

IT IS, THEREFORE ORDERED that the bid of String's BBQ be accepted to provide food and concession services for the Pete Brown Golf Facility and the Grove Park Municipal Golf Course for a period of one (1) year with the option to extend for two (2) years after approval of the City Council.

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

Vice President Lee recognized Ison Harris, Director of Parks and Recreation, who provided a brief overview of said item.

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

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

Nays – Grizzell.

Absent – Stokes.

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO PROCURE
HARDWARE AND SOFTWARE MAINTENANCE AND TRAINING TO SUPPORT
THE KRONOS TIMEKEEPING SYSTEM.**

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

WHEREAS, the new Multiple Award Schedule (MAS) contract, GS-35F-0265X, was awarded on March 3, 2011 to Immix Technology, Inc. as a small business for a five-year term with three five-year renewal options. It contains the most current pricing, product catalogs, and part numbers available from more than 70 commercial IT hardware and software vendors represented by Immix Technology, Inc. It will replace an existing MAS contract (#GS-35F-0330J) held by Immix Technology, Inc.; and

WHEREAS, Immix Technology, Inc., a subsidiary of ImmixGroup, proposes to the City of Jackson, Mississippi, a one-year maintenance agreement for the Kronos software in an amount not to exceed \$113,911.33; and

WHEREAS, ImmixGroup helps technology companies do business with the public sector and provides government agencies with reliable access to the commercial technology products and services they need through the contract vehicles they prefer; and

WHEREAS, the Mississippi Code of 1972 Annotated, Section 31-7-59 states that any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such article is below the purchase price of similar articles on a state contract accepted by the Office of General Services; and

WHEREAS, Section 31-7-59 further provides that the supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of the General Services does not have the same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, the Department of Information Technology recommends that the Mayor be authorized to execute an agreement with Immix Technology, Inc. in an amount not to exceed \$113,911.33 without advertising for bid, based on present information and belief, that Kronos currently maintains only one GSA Schedule Holder, Immix Technology, as the sole authorized GSA Schedule Holder for all generally available Kronos products and services; and

WHEREAS, the Department of Information Technology has assessed the maintenance needs for this system and recommends the purchase of maintenance support for the Kronos software.

IT IS, THEREFORE, ORDERED that the acceptance of services from Immix Technology, Inc., a subsidiary of ImmixGroup, to the City of Jackson, is hereby ratified, and payment in the amount of \$113,911.33 for Kronos' hardware and software maintenance and training is authorized.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Note: Council Member Hartley left the meeting.

ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF #610 LIMESTONE (BID NO. 75077-050223).

WHEREAS, the Department of Administration issued an invitation for bids for the twenty-four (24) month supply of #610 Limestone; and

WHEREAS, on May 2, 2023, the department received two (2) sealed term bids to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works will distribute said #610 Limestone for various projects within the City of Jackson; and

WHEREAS, Amerimac Chemical Co., with its principal office located at 750 Boling Street, Jackson, MS 39209, submitted the lowest bid in the amount of \$49.00 per ton by truck; and

WHEREAS, Green Dream International LLC, with its principal office located at 32 W. 81th Street, Suite No. 607, Erie, PA 16501, submitted a bid in the amount of \$50.34 per ton by truck; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works reviewed said bids and recommends that the governing authorities for the City of Jackson accept the term bid submitted by Amerimac Chemical Co. as the lowest and best bid for the twenty-four (24) month supply of #610 Limestone and accept term bid submitted by Green Dream International, LLC as an alternative bid in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received May 2, 2023 from Amerimac Chemical Co. to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division beginning upon the date of this Order through May 31, 2025 in the amount of \$49.00 per ton by truck is accepted as the lowest and best bid received.

IT IS FURTHER ORDERED that the term bid received May 2, 2023 from Green Dream International, LLC to supply limestone for twenty-four months to the Department of Public Works, Maintenance Supply Division beginning upon the date of this Order through May 31, 2025 in the amount of \$50.34 per ton by truck is accepted as an alternative bid in the event the commodity is unavailable from the lowest and best bidder.

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

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

ORDER ACCEPTING BIDS FOR THE TWENTY-FOUR MONTH SUPPLY OF CLAY AND WASHED GRAVEL (BID NO. 75078- 050223).

WHEREAS, the Department of Public Works issued an advertisement for bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers, and

WHEREAS, on May 2, 2023, the Department of Administration received three (3) bids for the twenty-four (24) month supply of clay gravel and washed gravel with primary and alternative suppliers; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works will distribute these materials to other divisions for various repair projects within the City of Jackson; and

WHEREAS, Amerimac Chemical Co., with its principal office located at 750 Boling Street, Jackson, MS 39209, submitted the lowest bid in the amount of \$19.00 per ton for clay gravel by truck and \$30.00 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, submitted a bid in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, submitted a bid in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply; and

WHEREAS, the Maintenance Supply Division of the Department of Public Works reviewed said bids and recommends to the governing authorities for the City of Jackson to accept the term bid of Amerimac Chemical Co., with its principal office at 750 Boling St., Jackson, Mississippi 39209 as the lowest and best bid received for the following items:

Clay Gravel

Item 1. Clay Gravel by truck- \$19.00 per ton
per ton

Washed Gravel

Item 2. Washed Gravel by truck- \$30.00
per ton

(Delivered by truck to Maintenance Supply)

WHEREAS, the Maintenance Supply Division of the Department of Public Works recommends to the governing authorities that the bids submitted by the two other vendors be accepted as alternative bids, in the event the commodity is unavailable from the lowest and best bidder.

IT IS, THEREFORE, ORDERED that the term bid received on May 2, 2023 from Amerimac Chemical Co. to supply clay and washed gravel for twenty-four-months to the Department of Public Works, Maintenance Supply Division beginning on date of this Order through May 31, 2025 in the amount of \$30.00 per ton for washed gravel by truck and \$19.00 per ton for clay gravel to Maintenance Supply is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the bid received from Green Dream International LLC, with its principal office located at 32 W. 8th St. Suite no 607, Eire, PA 16501, in the amount of \$26.07 per ton for clay gravel by truck and \$35.75 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

IT IS FURTHER ORDERED that the bid received from Four Seasons Enterprises, LLC, with its principal office located at 5822 Canton Park Dr., Jackson, MS 39211, in the amount of \$35.00 per ton for clay gravel by truck and \$42.50 per ton for washed gravel by truck to Maintenance Supply be accepted as an alternative bid, in the event that the commodity is unavailable from the lowest and best bidder.

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

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

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality's Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000.00 for October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents necessary to administer a grant for \$75,000.00 with the Mississippi Department of Environmental Quality, whose grant application date is October 1, 2023, to fund the Environmental Service Center, a permanent household hazardous waste collection site.

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

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

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS. A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of 1 January of 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 30, 2023; and _____

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022 and the contractor's surety, Granite Re, Inc., has become involved, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 4, which will provide

additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No.4 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 and will increase the contract total to an amount not to exceed \$252,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to September 30, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.4 to the professional services agreement with Canizaro Cawthon Davis, a Professional Association for additional architectural and engineering services for new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$252,865.00, to be completed on or before September 30, 2023.

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

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

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80.

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

Vice President Lee recognized Percy Evans, Fire Marshal and Catoria Martin, City Attorney, who provided a brief overview of said item.

Vice President Lee recognized Toya Martin, Director of Human Resources, who expressed concerns regarding the conditions of the Metrocenter Mall.

Vice President Foote recognized Council Member Grizzell and Council Member Lindsay who withdrew their motion and second. Vice President Lee stated said item would be taken up in Executive Session.

Note: Council Member Hartley returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR COMMERCIAL PEST CONTROL SERVICES TO THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, Integrated Pest Control Maintenance Commercial will provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, with the migration of gnats, spiders and mosquitoes during the hot summer months, the Office of the City Attorney and Office of the City Prosecutor have a need for pest control services; and

WHEREAS, the Office of the City Attorney and the Office of the City Prosecutor desire to enter into an agreement with Integrated Pest Control to provide pest control services for a period of twenty-four months at a cost not to exceed \$8,000.00; and

WHEREAS, Integrated Pest Control Maintenance will provide pest control services to two (2) facilities, July 1, 2023 through July 1, 2025; and

FACILITY	LOCATION	ACCOUNT	AMOUNT
Office of the City Attorney	455 East Capitol Street	001-407.00-6419	\$135.00 Bi-monthly
Office of the City Prosecutor	327 East Pascagoula Street	001-407.20-6419	\$75.00 Bi-monthly

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement between the City of Jackson, Mississippi and Integrated Pest Control to provide standard pest control services to the Office of the City Attorney and the Office of the City Prosecutor every other month for a period of twenty-four months at a cost not to exceed \$8,000.00 from Acct# 001-407.00-641 and 001-407.20-6419.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO AMEND THE THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, the Office of the City Attorney is presently receiving Westlaw legal research services pursuant to an agreement with Thomson Reuters, which will expire on January 1, 2025; and

WHEREAS, a completion date was inadvertently keyed in with the wrong expiration date of January 27, 2022; and

WHEREAS, said agreement was executed on December 9, 2021 to continue the services at a rate of \$2,054.40 per month for the first year, \$2,116.03 per month for the second year, and \$2,179.51 per month for the third year; and

WHEREAS, it is necessary for the Office of the City Attorney to research federal case law in Mississippi, Fifth Circuit case law, United States Supreme Court case law, as well as federal and state case law from other jurisdictions.

IT IS, THEREFORE, ORDERED that the Mayor amend the 36-month agreement with Thomson Reuters (Westlaw) with an expiration date to expire on January 1, 2025 to provide legal research services to be used by the Office of the City Attorney, at the rate of \$2,054.40 per month for the first year, a rate of \$2,116.03 per month for the second year and a rate of \$2,179.51 per month for the third year.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO TERMINATE/CANCEL THE LEGAL SERVICES WITH CARROLL WARREN & PARKER, PLLC IN REPRESENTING THE CITY OF JACKSON IN ANNEXATION MATTERS (ALL WARDS).

WHEREAS, on October 1, 2019 the governing authorities of the City of Jackson, Mississippi (City) extended and executed an Agreement with Carroll Warren Parker to include legal fees for services in certain annexation matters; and

WHEREAS, on August 4, 2020, the governing authorities of the City of Jackson, Mississippi (“City”) executed an agreement with Carroll Warren & Parker, to expand their representation of the City to include legal fees for services in certain annexation matters; and

WHEREAS, the City of Jackson sought representation involving annexation, specifically in the lawsuit styled City of Byram, Mississippi v. City of Jackson, Mississippi, et al., Cause No. 2020-cv00745 G/2, City of Flowood vs. City of Jackson, Mississippi, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01395; the City of Pearl, Mississippi vs. City of Jackson, Mississippi, Chancery Court of Rankin County, Mississippi, Cause No. 18-cv-01714; and City of Pearl, Mississippi, City of Flowood, Mississippi, and Rankin County, Mississippi vs. City of Jackson, Mississippi, First Judicial District of Hinds County Circuit Court, Cause No. 19cv-00570; and

WHEREAS, Carroll Warren & Parker, PLLC, currently represents the City of Jackson in all annexation matters; and

WHEREAS, the Hinds County Circuit trial court found that “Section 5 clearly states that a prerequisite to a municipality extending its corporate limits into another county, is obtaining consent and approval from the county’s board of supervisors.” For this reason, the trial court found that “the action by the council members of The City of Jackson on August 6, 2019, attempting to incorporate property which is located in Rankin County, Mississippi was beyond their authority; and

WHEREAS, after rendering the lower Court’s decision, the City of Jackson appealed to the Supreme Court; and

WHEREAS, the Supreme Court issued a Mandate regarding the annexation litigation matters incorporating properties constituting an airport or air navigational facility in Rankin County. Because the ordinance is void, the judgment of the Hinds County Circuit Court is affirmed; and

WHEREAS, it is recommended that the current agreement with Carroll Warren & Parker, PLLC be terminated/canceled for any future representation of the City of Jackson effective as of this Order dated July 18, 2023.

IT IS, THEREFORE, ORDERED that the current agreement with Carroll Warren & Parker, PLLC be terminated/canceled for any future representation of the City of Jackson effective as of this Order dated July 18, 2023.

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

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

Nays – None.

Absent – Stokes.

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

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

Nays – None.

Absent – Stokes.

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, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023, May 23, 2023, June 22, 2023 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.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration Agenda Item No. 28:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL. Said item was pulled by the Clerk of Council.

Vice President Lee recognized **Council Member Foote** who moved; seconded by **Council Member Grizzell** to go into Closed Session to discuss Agenda Item No. 22 regarding potential litigation. The motion prevailed by the following vote:

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

Vice President Lee announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Potential Litigation”.

During Closed Session, **Council Member Grizzell** moved, seconded by **Council Member Hartley** to go into Executive Session regarding “Potential Litigation”.

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

Note: Council Member Hartley left the discussion and **Council Member Foote** left the discussion.

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

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

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

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80.

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

Vice President Lee recognized **Leroy Walker** and **Socrates Garrett** of **Retro Metro, LLC**, who provided a brief overview of said item.

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

Vice President Lee recognized **Malcolm Harrison, Attorney for Retro Metro, LLC**, who provided a brief overview of said item.

After a thorough discussion, **Vice President Lee**, called for a vote on said item:

- Yeas – Grizzell, Hartley and Lindsay.
- Nays – Foote.
- Abstentions – Banks and Lee.
- Absent – Stokes.

There came on for Discussion Agenda Item No. 29:

DISCUSSION: GROVE PARK: Said item was discussed during public comments.

There came on for Discussion Agenda Item No. 31:

DISCUSSION: 911: Vice President Lee stated said item would be tabled until later in the meeting.

There came on for Discussion Agenda Item No. 32:

DISCUSSION: TELEVISION (CABLE): Vice President Lee stated said item would be held until a later date due to the absence of **Council Member Stokes**.

There came on for Discussion Agenda Item No. 33:

DISCUSSION: PAY RAISES (CITY EMPLOYEES): Vice President Lee stated said item would be held until a later date due to the absence of **Council Member Stokes**.

DISCUSSION: GARBAGE RFP: Vice President Lee recognized **Council Member Foote** who expressed concern regarding lack of an active RFP for the garbage contract and his hope that the City would issue an RFP soon in hopes of avoiding another garbage contract dispute.

DISCUSSION: COVID SPENDING/REIMBURSEMENT: Vice President Lee recognized **Council Member Foote** who raised questions regarding monies that may be available to the City from Covid reimbursements. **Vice President Lee** recognized **Fidelis Malembeka, Chief Financial Officer**, who stated he was preparing a report for Council Members the contained the information **Council Member Foote** was requesting.

DISCUSSION: REIMBURSEMENT PAYROLL BY ITPM BORROWED PERSONNEL 12/31/2022 - 6/30/2023: Vice President Lee recognized **Council Member Foote** who raised questions regarding monies payroll reimbursement payments owed to the City by ITPM. **Vice President Lee** recognized **Fidelis Malembeka, Chief Financial Officer**, who stated he had a meeting planned with the Third-Party Administrator **Ted Henfin** to discuss detailed accounting of what would be reimbursed and what would not.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: Vice President Lee and the City Council members discussed to continue the emergency.

DISCUSSION: 911: Vice President Lee raised concerns regarding the City's 911 call center response and expressed the importance of people being able to get an answer when there is an emergency. **Vice President Lee** recognized **Safiya Omari, Chief of Staff**, who stated there was a problem with calls being lost in the back-up system when missed calls were rolled over to Hinds County or Byram 911. **Vice President Lee** recognized **Melissa Payne, Communications Director**, who stated **Chief Wade** was working to correct staffing and technology issues to aid in eliminating 911 problems.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. Vice President Lee stated that all City Council members had received the monthly financial report for review.

The following reports/announcements were provided during the meeting:

- **Safiya Omari, Chief of Staff**, announced the following:
 - Prayers and condolences for Vicki Bell and family.
 - The Blue Bell Ice Cream Safari will be held Saturday July 22nd from 11:00 am till 2:00 pm at the Jackson Zoo located at 2918 West Capitol St. Call (601)952-8776 for more information.
 - The Back-to-School Celebration and Supply Give Away will be held July 29th from 9:00 am till 12:00 pm at the Jackson Zoo.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 18, 2023 10:00 A.M.

571

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 August 1, 2023. At 1:33 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

Introduction Of Ordinances

16

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING REVEREND DR. MARTIN LUTHER KING JR.
DRIVE, FROM WOODROW WILSON AVENUE TO MAPLE STREET TO JUDGE
LARITA COOPER STOKES DRIVE.**

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

WHEREAS, LaRita Cooper Stokes was the first black female County Court Judge to be elected in Hinds County, Jackson, Mississippi; and

WHEREAS, Cooper-Stokes represented District 2 in the county court, she was also a former member of the Jackson City Council, serving Ward 3 representative from 2012 to 2014; and

WHEREAS, Cooper-Stokes was a licensed attorney for almost 38 years, was a graduate from Thurgood Marshall School of Law at Texas Southern University. She was a longstanding public servant within Hinds County and the City of Jackson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, hereby honorary renames Reverend Dr. Martin Luther King Jr. Drive, from Woodrow Wilson Avenue to Maple Street to Judge LaRita Cooper Stokes Drive.

Introduction of Ordinances
Agenda Item No. 16
August 15, 2023

(Stokes)

Adoption Of Ordinances

17

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

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

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

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

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

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

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

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

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

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

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

Adoption of Ordinance:

Agenda Item # 17
August 15, 2023
(Stokes)

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

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

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

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

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

Regular Agenda

#18

Claims

*19

Payroll

20

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC. (LUMUMBA)

WHEREAS, the City of Jackson (“City”) purchased a subscription from CitySourced, Inc. in 2015 for the City's 311 iPhone and Android application; and

WHEREAS, the CitySourced application went live on April 5, 2018; and

WHEREAS, the City uses the CitySourced based application for 311 service requests, CityWorks, and GIS functions; and

WHEREAS, the subscription for the application expired on January 11, 2021 and a new agreement needs to be entered into and executed; and

WHEREAS, the cost of the subscription is \$14,400.00 per year; and

WHEREAS, CitySourced, Inc. is the sole provider of the City's subscription support; and

WHEREAS, the subscription has been analyzed and utilized; the purchase of the subscription is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement for the January, 2022, subscription period with CitySourced, Inc. at a cost of \$14,400.00 per year for the remaining January, 2023, subscription period through December 31, 2023 for the City's 311 service requests, Cityworks, and GIS functions.

IT IS FURTHER ORDERED that services rendered by CitySourced, Inc. to the City Of Jackson from January 17, 2022 and January 31, 2023 are hereby authorized and ratified.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07-21-2023

DATE

POINTS	COMMENTS																																			
1. Brief Description	Renewal of the Annual Subscription for the City's 311 Mobile Application software.																																			
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	All Departments																																			
4. Benefits	This provides on-going use and support for the City's 311 mobile application.																																			
5. Schedule (beginning date)	Upon execution by both parties.																																			
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide																																			
7. Action implemented by: • City Department • Consultant	City Department																																			
8. COST	\$28,800.00																																			
9. Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input checked="" type="checkbox"/> • Other <input type="checkbox"/>	178.521.90.6419																																			
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	_____	AABE	_____ %	WAIVER	yes	no	N/A	_____	WBE	_____ %	WAIVER	yes	no	N/A	_____	HBE	_____ %	WAIVER	yes	no	N/A	_____	NABE	_____ %	WAIVER	yes	no	N/A	_____
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MEMORANDUM

To: Fidelis Malembeka, Chief Financial Officer
From: Chris Gray, Sr., Constituent Services Manager
Date: July 25, 2023
Re: Purchase Justification for the City Sourced Annual Subscription Renewal

The City of Jackson purchased a subscription from CitySourced, Inc. in 2015 for the City's 311 iPhone and Android application. The City's City Sourced based application went live April 5, 2018. CitySourced, Inc. provides and host the mobile app and online portal for 311 service requests, Cityworks interface, and GIS functions for the City's mobile application and online portal. Based upon research of the history of this service, this renewal has always gone before the Jackson City Council as a ratification for approval to submit payment for the renewal of the subscription based services provided.

However, due to unforeseen personnel changes, the 2022 and 2023 payments have not been rendered and thus the continuance of service is threatened. Payments of the past due invoices must be paid immediately to retain this much needed service for our citizens.


CG/lh

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC.** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

8/9/23

Date

INVOICE



CitySourced, Inc.
912 Capital of Texas Hwy South
Suite 180
Austin, TX 78746
Phone: 512-380-1076
Email: accounting@rocksolid.com

Date	17-Jan-2022
Invoice #	CS-000302SI
Terms	Net 30
New / Renewal	Renewal Opportunity
Date Due	16-Feb-2022
Purchase Order Number	
Contract Number	

Bill To:

Crystal Watkins
200 S President St # 6
Jackson Mississippi 39201-4307

Ship To:

Jackson, MS
200 S President St # 6
Jackson MS 39201-4307

ITEM #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
CS-2002	Platform - Enterprise: Subscription Ongoing annual maintenance for Enterprise Platform	1.00	\$14,400.00	\$14,400.00
SUBTOTAL				\$14,400.00
Sales Tax				\$0.00
TOTAL				\$14,400.00
Total Due				\$14,400.00

Bank Information:

Beneficiary: CitySourced, Inc.
Beneficiary's Bank: JP Morgan Chase,
Routing Number: 111000614
Account Number: 628207208

Mail Checks to:

CITYSOURCED, INC.
P.O. Box 735419
Dallas
TX 75373-735419

For inquiries regarding this invoice please e-mail accounting@rocksolid.com or reach us at +512-380-1076

Thanks For Your Business

21

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP

WHEREAS, up to seven workshop presenters have been identified as qualified candidates to enhance the participant's understanding of the film industry; and

WHEREAS, it is in the best interest of the city to compensate the workshop presenters for their valuable contributions to the Jackson Summer Youth Film Camp; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into a service agreement with industry professionals: The Chosen Entertainment & Media, Blue Light Underground Ensemble, Howard McGlothlin, Bumble Bee Planning, Thomas Audio Services and Sweet Unknown South to provide workshops and support on and with various aspects of film and television production; and

WHEREAS, the proposed film industry professional agreements will become effective upon the execution, with workshop services rendered at a cost not to exceed \$200.00 per workshop, up to a maximum \$1,400.00 for seven workshops; and

Agenda Item #
August 15, 2023
Lumumba

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP.

WHEREAS, Section 21-17-5 of the Mississippi Code states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same 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 power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson has had multiple incidents of violence perpetrated by youths and would like to prevent further incidents of violence among youths during hours in which many would normally be attending school; and

WHEREAS, the City of Jackson Summer Film Camp, also known as Film JXN Youth Summer Camp aims to provide a valuable four (4) week summer camp experience for youths between the ages of 14-18, introducing them to basic film concepts and encouraging interest in film, television, and video production; and

WHEREAS, the City of Jackson aims to prevent further incidents of youth violence and provide a valuable summer camp experience through the Film JXN Youth Summer Camp, introducing youths to film concepts and fostering their interest in film production; and

WHEREAS, experienced mentors are required to guide and support camp participants, providing technical guidance and fostering creativity; and

WHEREAS, Erika Holliday and McKenzie Haggard have been identified as qualified candidates possessing the necessary skills, expertise, and passion for mentoring young aspiring filmmakers; and

WHEREAS, it is in the best interest of the city to compensate the mentors for their valuable contributions to the Film JXN Youth Summer Camp; and

WHEREAS, up to seven workshop presenters have been identified as qualified candidates to enhance the participants' understanding of the film industry; and

WHEREAS, it is in the best interest of the city to compensate the workshop presenters for their valuable contributions to the Jackson Summer Youth Film Camp; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with Erika Holliday and McKenzie Haggard to provide mentorship and guidance by offering a supportive and educational environment that enables campers to explore their creativity, develop their filmmaking skills, and forge lasting connections; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends entering into service agreements with film industry professionals to provide workshops on various aspects of film and television production; and

WHEREAS, the proposed film industry professional agreements will become effective upon execution, with workshop services rendered at a cost not exceeding \$200.00 per workshop, up to a maximum of \$1,400.00 for seven workshops; and

WHEREAS, sponsoring a summer youth camp aligns with the provisions of the Mississippi Constitution and the Mississippi Code of 1972, constituting a social and community service program; and

WHEREAS, the Jackson Summer Youth Film Camp will be held at the Smith Robertson Museum & Cultural Center from June 19, 2023, to July 15, 2023, Monday through Friday from 9 am to 3 pm, and possibly on Saturdays; and

WHEREAS, Erika Holliday and McKenzie Haggard propose to provide mentor services, including instruction, collaboration with other mentors and camp staff, development of concepts into final film projects, teaching basic film production, providing feedback, ensuring safety compliance, and acting as positive role models for campers; and

WHEREAS, the proposed agreement with the mentors will be effective upon execution and continue until July 19, 2022, with compensation not exceeding \$2,500.00 each, totaling \$5,000 collectively, divided into two payments each, with half \$1,250.00 each to be paid as early as June 29th and the remainder to be paid upon the completion of services; and

WHEREAS, either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment; and

WHEREAS, the upcoming summer film camp requires adequate funding to compensate mentors, presenters, and cover various camp-related expenses; and

WHEREAS, on April 25, 2023, the City Council unanimously approved a funds transfer of \$10,000 from the Sundry-Contingencies account 001-43300-6739 to account 300-44346-6299 for the Film Camp; and

WHEREAS, the Public, Educational, and Governmental Access Channel (PEG Network) recommends transferring \$6,400.00 from account 300-44346-6299 (other operating supplies) to account 300-44340-6419 (other professional services) to ensure sufficient funds for the successful execution of the summer film camp; and

WHEREAS, it is crucial to secure the necessary financial resources to support the upcoming summer film camp, as recommended by the PEG Network.

IT IS HEREBY ORDERED that the Mayor is authorized to execute

1. a contract between the City of Jackson and Erika Holliday and McKenzie Haggard for mentor compensation for the Film JXN Youth Summer Camp, with each mentor receiving a total compensation not exceeding \$2,500.00, and the agreement effective until July 19, 2022.
2. an agreement for workshop presenter compensation for the Film JXN Youth Summer Camp with up to six film industry professionals, with each workshop costing no more than \$200.00 and a maximum of six workshops totaling \$1,200.00.
3. an agreement for the transfer of funds from account 30044346-6299 (Public, Educational, and Governmental Access Channel - PEG Network) to account 300-44340-6419 (other professional services) as recommended by the PEG Network, with a total transfer amount of \$6,400.00.

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

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

Nays – None.

Absent – Grizzell and Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on June 22, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

City Council 10 Point Data Sheet Information

1. Brief Description:

Request a modification to the approved Order for the "Film JXN Youth Summer Camp.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FOR FILM JXN YOUTH SUMMER CAMP

2. Public Policy Initiative:

Youth and Education

3. Who will be affected:

Workshop vendors for the 2023 Film Youth Summer Camp

4. Benefits:

Monetary compensation for workshop vendors

5. Schedule (beginning date):

June 20, 2023

6. Location:

Smith Robertson Museum

7. Action implemented by City Department:

Public, Educational, and Governmental Access Channel (PEG Network)

8. Cost:

Total \$1,400.00

9. Source of Funding:

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 CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

8/9/23
Date

JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the 23rd day of June, 2023 (the "Effective Date") by and between The City of Jackson (hereinafter the "COJ") and Erika Holliday with an address of 544 Springhill Crossing Brandon, MS 39047 (hereinafter "Contractor").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

WHEREAS, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Instruct and mentor campers in all aspects of the filmmaking process, (2) Collaborate with other filmmaker mentors and camp staff to ensure a smooth and successful camp experience for all campers, (3) Work with campers to develop their initial concept into a completed screenplay, storyboard, and final film project. (4) Teach basic film production, (5) Encourage creativity and provide constructive feedback throughout the filmmaking process, (6) Ensure that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and

conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on June 29th and the remainder to be paid upon the completion of services.

4. **APPROVAL** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the COJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be

affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Manager Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

Erika Holliday
(Signature)

(Signature)

ERIKA HOLLIDAY
(Printed Name)

(Printed Name)

Date: 06/23/23

Date: _____

JACKSON FILM SUMMER CAMP MENTOR SERVICES AGREEMENT

This Film JXN Youth Summer Camp Mentor Agreement (the "Agreement" is made as of the June 23 day of June, 2023 (the "Effective Date") by and between The City of Jackson (hereinafter the "COJ") and McKenzie Haggard with an address of 4201 Larchmont ST, Jackson, MS 39209 (hereinafter "Contractor").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide certain summer film camp mentor services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, industry.

WHEREAS, the Contractor will strive to infuse creativity and interdisciplinarity, collaborative learning, and workforce engagement to encourage and facilitate interest in the workforce opportunities within the film and television industry.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide the following services: (1) Instruct and mentor campers in all aspects of the filmmaking process, (2) Collaborate with other filmmaker mentors and camp staff to ensure a smooth and successful camp experience for all campers, (3) Work with campers to develop their initial concept into a completed screenplay, storyboard, and final film project. (4) Teach basic film production, (5) Encourage creativity and provide constructive feedback throughout the filmmaking process, (6) Ensure that all safety protocols and guidelines are followed by campers and staff, (7) Act as a positive role model for campers.
3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and

conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), half to be paid on June 29th and the remainder to be paid upon the completion of services.

4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the COJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same instrument.
16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be

affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Manager Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON



(Signature)

(Signature)

Mckenzie Haggard

(Printed Name)

(Printed Name)

Date: June 23, 2023

Date: _____

Job	5191
Sender	ymanogin
Title	Jxn Film Office Contract June 2023
Interface	Network
Language	PCLXL
Date	16:36:24 AUG 9 2023

**JACKSON FILM SUMMER CAMP WORKSHOP PRESENTER
SERVICES AGREEMENT**

This Film JXN Youth Summer Camp Workshop Presenter Agreement (the "Agreement" is made as of the 29th day of June, 2023 (the "Effective Date") by and between **The City of Jackson** (hereinafter the "COJ") and _____ with an address of _____ (hereinafter "Contractor").

WHEREAS, the COJ and Contractor have recently or simultaneously herewith will, enter into an independent contractor relationship whereby Contractor will provide workshop presenter services to the COJ in accordance with terms, conditions, and compensation mutually agreed upon by the Parties.

WHEREAS, the City of Jackson is offering a film, television, and video camp for youth ages 14 -18, from June 19 through July 15, 2023, from 9:00 am - 3:00 pm at Smith Robertson Museum and Cultural Center. The camp will introduce Jackson Youth to creative and technical workforce opportunities in the film and television, Industry.

WHEREAS, the Contractor will strive to demonstrated their expertise and commitment to delivering high-quality workshops on various aspects of film and television production.

WHEREAS, the COJ recognizes the valuable contribution of the Contractor in enhancing the learning experience and skill development of the camp participants.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; TERMINATION.** This Agreement shall commence on the date of execution by the parties and, unless terminated earlier in accordance with the provisions hereof, shall continue uninterrupted until July 19, 2023. Either Party may terminate this Agreement at any time upon the delivery of written notice to the other Party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other Party with the orderly wind-down of such Party's work on any active and on-going assignment.
2. **SERVICES.** The Contractor will provide workshops on various aspects of film and television production, including but not limited to Scriptwriting, Producing, Directing, Cinematography, Sound Recording, and Production Design. Each workshop presenter is required to provide a workshop on at least one of the mentioned subjects.

3. **COMPENSATION.** For the duties and obligations to be performed by Contractor pursuant to this Agreement, COJ agrees to compensate Contractor and Contractor agrees to accept compensation in accordance with the specific terms and conditions set forth in this Agreement. The Contracting Party will be compensated in an amount not to exceed Two Hundred Dollars and No Cents (\$200.00) per workshop, to be paid upon the completion of services.
4. **APPROVAL.** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
6. **PUBLIC RECORDS.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated §79-23-1.
7. **INDEPENDENT CONTRACTOR.** The Parties agree that the legal relationship of Contractor and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers compensation premiums, or the like, which shall be and remain the sole responsibility of the Contracting Partner.
8. **DUTY OF LOYALTY TO THE COJ.** Contractor shall be free to pursue other engagements with third parties to provide services comparable to those to be provided to the COJ and its clients hereunder, and further that the COJ shall be under no obligation to place assignments exclusively with the Contractor. Notwithstanding the independent Contractor relationship, the Contractor agrees

that it will not engage in any activity that is directly competitive with, or would otherwise conflict with, its duties to the COJ, nor shall it undertake any project or assignment where such undertaking would result in either an actual or perceived conflict of interest with the CXDJ.

9. **NO CONFLICTING AGREEMENT OR OBLIGATION.** Contractor represents that it is not subject to any non-compete or non-solicitation agreement with any previous employer or other entity that would in any way interfere with its performance of its duties or its compliance with the terms of this Agreement.
10. **NO IMPROPER USE OF INFORMATION OF PRIOR EMPLOYERS OR PARTIES.** Contractor agrees that it will not improperly use or disclose any confidential information it obtained from or in connection with any of its former employers or other persons to whom it has an obligation of confidentiality.
11. **LEGAL FEES AND EXPENSES.** Contractor agrees that in the event of a dispute under this Agreement in which the COJ prevails, the COJ will be entitled to recover, in addition to injunctive, monetary or other relief, its costs of enforcing the terms of this Agreement, including but not limited to all legal and related fees incurred thereby. Otherwise, each Party shall bear its own costs in any such proceeding.
12. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.
13. **STIPULATIONS.** The Contractor acknowledges that the terms of this Agreement were a material inducement for the COJ to enter into this arrangement with the Contractor, and that the Contractor fully evaluated such terms and concluded that nothing contained herein does or would in any way hinder its ability to earn a livelihood, finding that the limitations with respect to time and activities outside this Agreement are fair and reasonable and do not impose a greater restraint than necessary to protect the COJ goodwill and business interest.
14. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any Party. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have legal counsel review it. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpretation of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterpart shall, together, constitute and be one and the same Instrument.

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

IN WITNESS WHEREOF, this Film JXN Youth Summer Camp Workshop Presenter Agreement has been executed by and on behalf of the Parties hereto as of the day and year first above written.

CONTRACTOR:

CITY OF JACKSON

Yolanda Williams
(Signature)

(Signature)

Yolanda Williams
(Printed Name)

(Printed Name)

Date: 06/29/2023

Date: _____



Paid To: Blue Light Underground Ensemble, LLC	Billed To: City of Jackson: Film JXN Youth Summer Camp
Address: P.O. Box 712 Jackson, MS	Address: Jackson, Mississippi
Phone: 769.208.6110	Phone: 601.960.0466
Email: BlueLightUnderground1@gmail.com	Email: kwilliams@jacksonms.gov
Website: www.catchthebluelight.com	Website: www.jacksonms.gov
Date of Invoice: June 30, 2023	

Invoice for services rendered: Workshop/Professional Services for the City of Jackson: Film JXN Youth Summer Camp.

Start Date: June, 27, 2023

End Date: June 29, 2023

Date	Services	Rate	Status
Tuesday, June 27, 2023	Fundamentals of Acting and Character Building Workshop	\$200.00	Due
Thursday, June 29, 2023	Scene Study and Casting Workshop	\$200.00	Due
		Balance Due	\$400.00

ERIKA HOLLIDAY

INVOICE

#001

BILLED TO: City of Jackson, MS

DATE: July 14, 2023

DESCRIPTION	AMOUNT
Film JXN Youth Summer Camp Mentor Services	\$2,500.00

.....
TOTAL: \$2,500.00

PAY TO: Erika Holliday

544 Springhill Crossing Brandon, MS 39047
(601) 506-6646
hollidayerika@gmail.com

MCKENZIE HAGGARD

INVOICE

#001

BILLED TO: City of Jackson, MS

DATE: July 14, 2023

DESCRIPTION	AMOUNT
Film JXN Youth Summer Camp Mentor Services	\$2,500.00

.....
TOTAL: \$2,500.00

PAY TO: McKenzie Haggard

4201 Larchmont ST., Jackson, MS 39209
(601) 316-6082
mckenziehaggard08@gmail.com

INVOICE

The Chosen Entertainment &
Media
36 Upton Dr
Jackson, MS 39209

ewodomes@thechosenentandmedia.com



Kai Williams

Bill to

Kai Williams
City of Jackson

Invoice details

Invoice no.: 1002
Terms: Due on receipt
Invoice date: 07/13/2023
Due date: 07/13/2023

Product or service		Amount
1. Film Workshop	1 unit x \$200.00	\$200.00

Total \$200.00

Overdue 07/13/2023

Ways to pay



Pay invoice

Thomas Audio Services

INVOICE

P. O. Box 565
Jackson, MS 39205
Phone 601-354-9050

DATE: 7/17/2023
INVOICE # 30930
FOR: Emergency
Technical Call
6/29/2023
Vendor # 402018

Bill To:

Kai Williams
City of Jackson - Purchasing
Warren Hood Building, 6th Floor
200 South President Street
Jackson, MS 39201
[601-960-1025](tel:601-960-1025)
vendorapp@city.jackson.ms.us

DESCRIPTION	AMOUNT
Emergency Assistance for "Film Jackson Youth Summer Camp Workshop" Setup - 06/29/23 Technical Assistance - Issue Resolved Flat Rate - Service Call - Emergency	\$ 200.00
Due Upon Receipt, Please? Hold for Pick Up, Thanks! Thank You for Your Business!	
Sales Tax on	
TOTAL	\$ 200.00

No Terms Offered, Due Upon Receipt, Please? Thanks!
Make all checks payable to Thomas Audio Services
Any questions concerning this invoice contact Donald S. Thomas at 601-354-9050 or thomasaudio@aol.com

THANK YOU FOR YOUR BUSINESS!



BUMBLE BEE PLANNING
Date: July 12, 2023
bumblebee@bumblebeeplanning.com

Invoice Number: BBP-2023-07-12

Bill To: Film JXN Youth Summer Camp Workshop

Description of Services: Workshop Presenter Service Fee

Agreement Fees: \$200.00

Payment Terms:

Due Date: July 13, 2023

Total Amount Due: \$200.00

Payment Method: Please make the payment via check to the following account:

Bumble Bee Planning

Thank you for your prompt payment. If you have any questions or concerns regarding this invoice, please don't hesitate to contact us.

Sincerely,

Bumble Bee Planning

Howard McGlothin

INVOICE

425 Clubview Dr.
Jackson, MS 39309
Phone 601-213-7919
Email | bandele2011@gmail.com

INVOICE # 007-23
DATE 6/28/2023

VENDOR # 402021

TO
City of Jackson
Film JXN Youth Summer Camp
c/o Kai Williams

FOR Film Camp Workshop

Description	Amount
Grip Workshop Presentation	\$200
Total	\$200

Make all checks payable to **Howard McGlothin**

THANK YOU FOR YOUR BUSINESS!

Sweet Unknown South

5151 Parkway Drive
Jackson, Ms. 39211

INVOICE

Date: 07-05-23

Invoice# 0726

Bill To: City of Jackson
Film JXN Youth
Summer Camp

DESCRIPTION	AMOUNT
Film Workshop / Professional Services	\$ 200.00
TOTAL	\$ 200,00

Make all checks payable to Sweet Unknown South
If you have any questions concerning this invoice, contact curtis.nichouls@gmail.com

THANK YOU

22

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR ONE KONICA MINOLTA BIZHUB B360i COLOR COPIER TO BE USED BY THE CHIEF ADMINISTRATIVE OFFICE PURSUANT TO STATE CONTRACT # 8200067921.

WHEREAS, the City of Jackson Chief Administrative Office has need for copier equipment; and

WHEREAS, pursuant to Section 31-7-12(2), a municipality may purchase commodities from a state contract vendor without obtaining or advertising for competitive bids; and

WHEREAS, copier equipment falls within the definition of a commodity pursuant to Section 31-7-1 of the Mississippi Code; and

WHEREAS, Advantage Business Systems located at 5442 Executive Drive, Jackson, Mississippi has negotiated Contract # 8200067921 with the State of Mississippi; and

WHEREAS, the contract provides for the rental of a BIZHUB C360i Color Copier at a cost of \$198.00 per month for a term of forty-eight (48) months;

WHEREAS, color copies will be billed at .055 and black and white copies at .0085 per month; and

WHEREAS, the obligation to comply with the terms of the agreement is subject to the appropriation of funds; and

WHEREAS, if funds are not available, the agreement may be terminated with ten (10) working days written notice to Advantage Business Systems; and

WHEREAS, other pertinent provisions of the contract are set forth in the contract documents negotiated and revised as of February 2017; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute a contract authorized pursuant to State Contract # 8200067921;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract for the lease of a BIZHUB C360i Color Copier from Advantage Business Systems;

IT IS HEREBY ORDERED that a sum not exceeding \$198.00 per month for a period not to exceed 48 months may be paid for the rental of the equipment;

IT IS HEREBY ORDERED that the sum of .055 for each color copy and .0085 for each black and white copy may be paid to Advantage Business Systems with appropriate invoicing.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 1, 2023
DATE

POINTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR ONE KONICA MINOLTA BIZHUB B360i COLOR COPIER TO BE USED BY THE CHIEF ADMINISTRATIVE OFFICE PURSUANT TO STATE CONTRACT # 8200067921
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	N/A
5.	Schedule (beginning date)	Upon Approval of Council
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Chief Administrative Office
8.	COST	\$198.00 per month
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001-401.98-6514
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



OFFICE OF THE CITY ADMINISTRATOR

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer

Date: August 1, 2023

RE: 48-Month Copier Rental

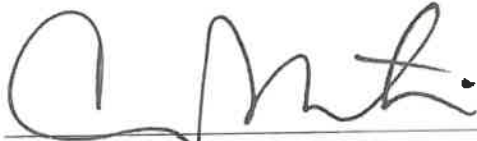
The attached agenda item is an order authorizing the Mayor to execute a rental agreement with Advantage Business Systems (ABS) and the City of Jackson for 48 months. The Konica Minolta Digital Copier with auxiliary equipment located in the office of the Chief Administrative Officer will have a basic monthly rental fee of \$198.00, with overcharges per sheet.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR ONE KONICA MINOLTA BIZHUB B360i COLOR COPIER TO BE USED BY THE CHIEF ADMINISTRATIVE OFFICE PURSUANT TO STATE CONTRACT # 8200067921** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

8/9/23
Date

23

ORDER AUTHORIZING AMENDMENT OF THE JACKSON POLICE DEPARTMENT'S 2022-2023 BUDGET FOR PURCHASE OF IN CAR CAMERAS, BODY WORN CAMERAS, SOFTWARE AND EQUIPMENT.

OFFICE OF THE CITY ATTORNEY
Lawrence

WHEREAS, on March 14, 2023, the Jackson City Council authorized the following transfers and amendments to the Jackson Police Department's budget for the fiscal year 2022-2023:

WHEREAS, the order submitted to the Council contained an error in the account numbers regarding the amount of the funds to be transferred which would be expended; and

WHEREAS, the order contained correct amounts for the accounts from which funds would be transferred but contained *incorrect* account numbers and amounts for the accounts receiving transfers;

WHEREAS, the order incorrectly indicated the following information:

Account # receiving transfer	Amount received in account
001.442.10.6855	\$12,800.00
001.442.10.6224	\$481,113.81
001.442.10.6419	\$4,900.00
001.442.10.6242	\$183,296.29

WHEREAS, the sum of \$200,000.00 has not been expended from account 001.442.10.6224; and

WHEREAS, the sum of \$55,466.15 has not been expended from account 001.442.10.6242; and

WHEREAS, Section 21-35-25 of the Mississippi Code authorizing the governing authorities of a municipality to transfer at any time during the fiscal year sums remaining and not needed in any fund or account to fund or accounts where needed by order to such effect entered upon their minutes; and

WHEREAS, the funds remaining in account 001.442.10.6224 and account 001.442.10.6242 totaling \$255,466.15 are needed in account 001.442.10.6847 for the purchase of in car cameras, body worn cameras, software and equipment; and

WHEREAS, the best interest of the City of Jackson would be served by amending the Jackson Police Department's budget to authorize the transfer of the funds which remain in the accounts previously referenced to account 001.442.10.6847; and

WHEREAS, the amendment recommended will not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund and will not require publication in accordance with section 21-35-25 of the Mississippi code; and

IT IS THEREFORE ORDERED that the 2022-2023 budget of the Jackson Police Department shall be further amended and revised as follows:

Account # receiving transfer	Amount	Account receiving transfer
001.442.10.6224	\$200,000.00	001.442.10.6847
001.442.10.6242	<u>\$55,466.15</u>	001.442.10.6847
Total Transfer to 001.442.10.6847	\$255,466.15	

Agenda Item # 23
August 15, 2023
Wade, Lumumba



7-21 Rec'd & returned
7-24-23

Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Assistant Chief of Police
Vacant

Memorandum

To: Joseph Wade, Interim Chief of Police

JW 7.24.23 (Approved)

Via: Deric Hearn, Deputy Chief of Police, Administrative Services Bureau

*7/19/2023 Approved
For the purchase of IN CAR
CAMERAS, Body worn
CAMERAS, software, AND
Equipment.*

Cleopatra Norris, JPD Fiscal Manager

CN 7/20/23 approved

From: Juan Gray, Grants Unit

JG 7.19.23

Date: Wednesday, July 19, 2023

Re: Order Authorizing Amendment of Budget of JPD for Fiscal Year 2022-2023

I am requesting that the budget for JPD fiscal year 2022-2023 be amended in the \$255,466.15 for the purchase of in car cameras, body worn cameras, software, and equipment for the Jackson Police Department. On March 14, 2023, the Jackson City Council authorized the transfers and amendments to the Jackson Police Department's budget for the fiscal year 2022-2023.

Whereas, section 21-35-25 of the Mississippi Code authorizes the governing authorities of a municipality to transfer at any-time during the fiscal year sums remaining and not needed in any fund or account to funds or accounts where needed by order to such effect entered upon their minutes.

I am requesting that funds remaining in account 001.442.10.6224 and account 001.442.10.6242 totaling \$255,466.15 are needed in account 001.442.10.6847 for the purchase of in car cameras, body worn cameras, software, and equipment to enhance patrol operations and equip officers with current technology to combat crime in the capital city.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 11, 2023
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order Amending the 2022-2023 Budget of the Jackson Police Department.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Changes in City Government																																													
3.	Who will be affected	Jackson Police Department, Citizens of Jackson, and Visitors																																													
4.	Benefits	To provide in car cameras, body worn cameras, software and equipment.																																													
5.	Schedule (beginning date)	Upon Council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	All Wards CITY WIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
8.	COST	\$255,466.15 (net)																																													
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"/> 	Transfers from: #001.442.10.6224: \$200,000.00 #001.442.10.6242: \$55,466.15 Transfer to: 001.442.10.6847: Law Enforcement Equipment \$255,466.15																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AMENDMENT OF THE JACKSON POLICE DEPARTMENT'S 2022-2023 BUDGET FOR PURCHASE OF IN CAR CAMERAS, BODY WORN CAMERAS, SOFTWARE AND EQUIPMENT** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin

Date

Carrie Johnson, Sr. Deputy City Attorney

Carrie Johnson

24

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE PURCHASE OF BODY WORN CAMERAS, RELATED EQUIPMENT, WARRANTIES, AND CLOUD STORAGE PURSUANT TO GSA MAS CONTRACT #47QTCA19D00MM

WHEREAS, Section 31-7-59(1) of the Mississippi Code authorizes municipalities with population of 100,000 or more to purchase from the General Services Administration without advertising for competitive bids articles of supplies and equipment which are needed for the operation of the municipality so long as the purchase price is below the purchase price of similar articles on a statewide contract accepted by the Office of General Services; and

WHEREAS, Section 31-7-59(2) of the Mississippi Code authorizes qualified municipalities to purchase articles of supplies and equipment from the General Service Administration even though the Office of General Service does not have the item listed on a statewide contract so long as the purchase price is ten percent (10%) below the latest purchase price of comparable equipment and supplies; and

WHEREAS, the City of Jackson Police Department has identified a need for body worn cameras, related equipment, and cloud storage to aid in its law enforcement operations; and

WHEREAS, the General Services Administration has negotiated contract number 47QTCA19DO0MM for the period September 27, 2019 through September 26, 2024 with T D Synnex Corporation for the supplies and equipment identified by the Department; and

WHEREAS, Metrix Solutions has been approved by T D Synnex Corporation as authorized dealers or sellers of its products; and

WHEREAS, Metrix Solutions is located within the City of Jackson Mississippi and has the capacity to meet the needs of Jackson Police Department; and

WHEREAS, Metrix Solutions provided the Jackson Police Department with quotes for the following items to be purchased as follows:

Item #	Description	Price	Quantity	Total
OLX0BX	Extension cable for BWC	\$17.36	131	\$2,274.16
ORB24X	BWC Single port dock	\$63.07	131	\$8,262.17
OTX11X	Bluetooth Trigger Box	\$136.19	131	\$17,840.89
GE-SVBDEXT3Y	BWC Dock Extended Warranty years 2,3,4	\$14.66	131	\$1,920.46
GE-SVTGEXT3Y	Bluetooth Trigger Box Extended Warranty	\$41.43	131	\$5,427.33
OAEAKEXFAXX1	In Car Video w/ black box recording display, dual Omni IP camera, wiring kit	\$3,777.67	131	\$494,874.77
GE-SVDNEXT4Y	DVR, cameras extended warranty years 2, 3, 4 & 5	\$685.43	131	\$89,791.33

OFFICE OF THE CITY ATTORNEY
M. J. ...
M. J. ...

OUA03X	Getac Cloud Monthly Plan 3	\$32.50	11916	\$387,270.00
OZX0CX	Tier 3 Cloud Deployment Service 3 remote setup days up to 15 days onsite	\$34,440.74	1	\$34,440.74
591GVS000013	Vehicle antenna 5 in 1	\$203.23	131	\$26,623.13
591GVS000036	Mounting bracket (visor) front camera and display	\$67.00	131	\$8,777.00
OVWX2MXXXXX1	Getac Digital Camcorder chest Mount, Molle Mount	\$117.00	270	\$31,590.00
GE-SVBWEXT2Y	Getac Warranty Support- Extended 2 year Warranty Technical	\$118.00	270	\$31,860.00

WHEREAS, the total cost of the items to be procured from Metrix Solutions is \$1,140,951.98; and

WHEREAS, Metrix Solution represented that the quotes provided by it are comparable to the price of similar articles on statewide contracts, if any exist or are at least ten percent (10% below) the latest purchase price of comparable equipment and supplies; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the procurement of the listed items and equipment from the Government Service Administration's schedule; and

WHEREAS, the Jackson Police Department intends to recommend that the procurement be financed;

WHEREAS, if the procurement is approved, a separate order will be submitted to the Council related to the financing of the procurement;

IT IS HEREBY ORDERED that procurement of the items set forth in this order may be made pursuant to GSA MAS contract # 47QTCA19D00MM;

IT IS HEREBY ORDERED that the total cost of the monies which may be paid for the items to be purchased shall not exceed \$1,140,951.98.

IT IS HEREBY ORDERED that authorization related to the financing of the procurement shall be determined when the terms and conditions of the financing are presented to the Council for consideration.

APPROVED FOR AGENDA:

By: WADE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
9, 2023

June

DATE

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	Order authorizes the purchase of body worn camera equipment and related items pursuant to GSA purchasing schedule without advertising for bids						
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 & improve the Quality of Life						
3.	Who will be affected	City of Jackson						
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.						
5.	Schedule (beginning date)	Upon council approval and delivery						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department						
8.	COST	Total cost of items to be procured \$1,140,951.98						
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	JPD Budget- Department anticipates financing procurement						
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
Via: Deric Hearn, Deputy Chief of Police
From: Joseph Wade, Interim Chief of Police
Date: June 09, 2023

The agenda item accompanying this Memorandum authorizes the procurement of BWC equipment, supplies, and warranties from Metrix Solutions, an authorized TD Synnex Dealer without competitive bidding pursuant to GSA Contract # 47QTCA19D00MM. The total cost of the items to be purchased is \$1,140,951.98.

If the governing authorities approve the procurement, a separate order related to the financing of the procurement will be submitted.

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

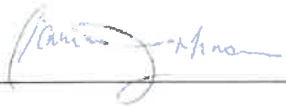
This ORDER AUTHORIZING THE PURCHASE OF BODY WORN CAMERAS, RELATED EQUIPMENT, WARRANTIES, AND CLOUD STORAGE PURSUANT TO GSA MAS CONTRACT #47QTCA19D00MM has been reviewed by me and is legally sufficient for adoption by the governing authorities.



Catoria Martin, City Attorney



Date



Carrie Johnson, Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI



We have prepared a quote for you

JPD - Getac In-Car Video - 2023-2-14

Quote # 056150
Version 12

Prepared for:

City of Jackson

James Davis
jdavis@jacksonms.gov

Products, GSA 47QTCA19D00MM, Exp 9/26/2024

Item	Description	Price	Qty	Ext. Price
OLX0BX	Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	\$17.36	131	\$2,274.16
ORB24X	Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	\$63.07	131	\$8,262.17
OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	\$136.19	131	\$17,840.89
GE-SVBDEXT3Y	Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3 & 4	\$14.66	131	\$1,920.46
GE-SVTGEXT3Y	Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3 & 4	\$41.43	131	\$5,427.33
OAEAKEXFAXX1	VR-X20 for In Car Video - VR-X20 i7 Only with Blackbox Recording, Display (CU-D50), ZeroDark FHD Dual Omni IP Camera CA-NF22-180/70, ZeroDark FHD IP Camera CA-NF21-146IR, Wiring kit (25ft)	\$3,777.67	131	\$494,874.77
VDNEXT4Y	DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	\$685.43	131	\$89,791.33
OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	\$32.50	11916	\$387,270.00
OZX0CX	Tier 3 Cloud Deployment Service, 3 Remote Setup Days / Up to 15 Days Onsite (Project/Training)	\$34,440.74	1	\$34,440.74
591GVS000013	VEHICLE ANTENNA;AIRGAIN,MULTIMAX,SIN1,WIFIX2-GPSX1-LTEX2,BOLT MOUNT,19FT,BLACK	\$203.23	131	\$26,623.13
591GVS000036	Mounting Bracket (Visor)- Front Camera AND Display (CU-D50)-Dodge Durango	\$67.00	131	\$8,777.00
OVMX2MXXXXX1	Getac Digital Camcorder - Full HD - 16:9 - H.264, MP4 - Chest Mount, Molle Mount	\$117.00	270	\$31,590.00
GE-SVBWEXT2Y	Getac Warranty/Support - Extended Warranty - 2 Year - Warranty - Technical	\$118.00	270	\$31,860.00

Subtotal: **\$1,140,951.98**

JPD - Getac In-Car Video - 2023-2-14

Prepared by:

Metrix Solutions

Sonny Beneke

601-863-0307

Fax

sonnybeneke@pileum.com

Prepared for:

City of Jackson

327 E. Pascagoula St.

Jackson, MS 39201

James Davis

jdavis@jacksonms.gov

(601) 960-1323

Quote Information:

Quote #: 056150

Version: 12

Delivery Date: 06/09/2023

Expiration Date: 06/30/2023

Quote Summary

Description	Amount
Products, GSA 47QTCA19D00MM, Exp 9/26/2024	\$1,140,951.98

Total: **\$1,140,951.98**

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

Signature

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page of Pages

1 | 1

Amendment/Modification No. PO-0001	3. Effective Date: Sep 27, 2019	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70
---------------------------------------	------------------------------------	----------------------------------	--------------------------------------

6. Issued By: General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405	7. Administered By: (If Other) GSA/FAS/QVOCC 10 CAUSEWAY ST BOSTON MA 02222
--	--

8. Name and Address of Contractor (No. Street, County, State and Zip Code) SYNNEX CORPORATION 39 PELHAM RIDGE DR GREENVILLE, SC 296155939	9A. Amendment of Solicitation No:
	9B. Dated (See Item 11)
	10A. Modification of Contract/Order No. 47QTCA19D00MM
X	10B. Dated (See Item 13) Sep 27, 2019

Code	Facility Code
------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and is extended is not extended.
date specified for receipt of Offers

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(h). Type of contract modifications Unilateral

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority):

E. **IMPORTANT:** Contractor: Is not , is required to sign this document and return, ___ copies to the issuing office.

14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to assign **Contract Number 47QTCA19D00MM** to Offer 575717, awarded to SYNNEX CORPORATION, under Schedule 070 on Sep 27, 2019. No other changes are made here. Last Item.

15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) By Signed electronically See above
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	16B. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>
15C. DATE SIGNED	16C. DATE SIGNED Sep 27, 2019

GSA Ordering Instructions

GSA MAS Contract 47QTCA19D00MM (Expires: 09/26/2024)

STATE COOPERATIVE PURCHASING AUTHORIZED

Multiple Award Schedule (MAS) Contract 47QTCA19D00MM

1st Term: 09/27/2019 – 09/26/2024
GSA Pricing: <https://www.synnecorp.com/us/govsol/pricing/>
SIC CODE: 5045
NAICS CODE: 423430, 334111, 334112, 811212, 511210, 541511, 541512
FEIN: 94-2703333
CAGE CODE: 3F1Q4
SAM.Gov UEI: LYXBWDHL4VR9

SYNNEX RESELLER PARTNERING PROGRAMS

**CONTRACTOR TEAMING ARRANGEMENT (CTA)
 PARTICIPATING DEALER
 AUTHORIZED AGENT**

WHO CAN ORDER

Federal government agencies, quasi-agencies (e.g. U.S. Post Office, TVA); prime and Sub-Contractors (must provide a letter of authorization from the government agency); charitable organizations; international agencies (e.g. IMF, World Bank, WHO, etc.); and state, local agencies and education (i.e., state cooperative purchasing).

VENDOR AUTHORIZATIONS

Resellers participating as Teaming, Dealer, or Agent Partners must hold and maintain vendor authorizations, where applicable, to resell products from TD SYNEX' GSA Schedule & Contracts. Authorized resellers must adhere to the Terms and Conditions, of each participating manufactures' Government program, in order to resell through this Contract. Any violation of this requirement may Result in immediate de-authorization from the TD SYNEX GSA Program.

GEOGRAPHIC SCOPE

48 contiguous states, D.C., Alaska, Hawaii, U.S. Territories and Commonwealths. International and APO Addresses.

FOB POINT

CONUS - Destination within 48 contiguous states & District of Columbia. OCONUS - To Port of Embarkation.

CREDIT CARDS ACCEPTED

Yes, CVV Required to process orders (877) 230-5680

PROMPT PAY DISCOUNT

25 bps 15 days Net 30 for non-credit card orders

STANDARD DELIVERY TIME

30 days after Receipt of Order (ARO) more or less based on availability. ****Actual delivery time of in-stock items within 1 to 3 days, depending on destination.**

VOLUME DISCOUNT

1% for orders over \$100,000

PAYMENT TERMS

Net 30 days

MINIMUM ORDER

\$100.00

MAXIMUM ORDER LIMITATION

NONE - There is, however, a threshold of \$500,000* (called an "MO" or "Maximum Order"). Agencies are encouraged by GSA to request a price reduction when their order exceeds the MO. (*\$50,000 for shrink-wrap software, *\$25,000 for Classroom Training)

GSA Ordering Instructions

OPEN MARKET LINE ITEMS

No limitation specified by the contract. However, agencies must follow open market procurement regulations. The open market items must be clearly identified as such on the GSA Schedule delivery order. Open market items on a GSA Schedule order will not be governed by the terms and conditions of the GSA Schedule contract.

SUBSTITUTIONS

Yes - with customer's approval for product with equal or greater functionality and or lesser price. Substitute product must comply with the Trade Agreements Act.

BPA's

BPA's may be written against the contract

INDUSTRIAL FUNDING FEE

IFF= 0.75% (75 bps) included in GSA Price.

ORDERING INFORMATION

DEALER

End-user P.O. is made out to the TD SYNnex GSA Contract # and the Contractor is TD SYNnex, c/o Reseller Name with Reseller's address and CAGE Code

AGENT

TD SYNnex Corporation
C/O Agent Name
39 Pelham Ridge Drive
Greenville, SC 29615

REMIT TO ADDRESS

TD SYNnex Corporation
P.O. Box 406748
Atlanta, GA 30384-6748

EFT/WIRE TRANSFER

Bank of America
100 West 33rd Street
New York, NY 10001
Routing# (Wire): 0260-0959-3
Routing# (EFT): 121000358
Acct #: 12339-35244
Gloria E. Hernandez
(925)-675-7066
Int'l EFT: BOFAUS3N

TD SYNnex GSA CONTACTS:

Carol Cañete

Public Sector Sales-Business Development (End Users)
877-230-5680

[**GSA@tdsynnex.com**](mailto:GSA@tdsynnex.com)

Destiny Lark

GSA Contract Manager (Vendors)
864-349-4713

[**Destiny.Lark@tdsynnex.com**](mailto:Destiny.Lark@tdsynnex.com)

TD SYNnex Public Sector Community Website

[**https://www.synnexcorp.com/us/govsolv/**](https://www.synnexcorp.com/us/govsolv/)

Resellers: reach out to their dedicated Public Sector Contract Specialist

[**https://www.synnexcorp.com/us/govsolv/contracts/**](https://www.synnexcorp.com/us/govsolv/contracts/)

[Home \(https://www.synnecorp.com/us/govsol/\)](https://www.synnecorp.com/us/govsol/)[Solutions](#)[Support & Services](#)[Partners](#)[Contact](#)

***TD SYNEX Corporation's GSA Line Card
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2023/04/TD-SYNEX-GSA-Line-Card-1.pdf>)***

GSA MAS Contract – General Purpose Commercial Information Technology Equipment, Software, and Services

TD SYNEX Public Sector has regionally dedicated Representatives to assist and educate our Resellers on our contracts. If you are a Reseller and need any assistance regarding any of our contracts, please contact the dedicated Public Sector Representative listed on the **Public Sector Business Development Team Map** (<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2023/01/Contract-Specialist-Map-2.2023.jpg>) for help.

Leverage TD SYNEX Public Sector's GSA Schedule Program to help grow your government sales! If you have your own contract, then use our Contractor Team arrangement to add depth to your contract offering without the corresponding administrative headache. If you don't have a schedule, then use ours and do the billing on our behalf as an authorized dealer. Or allow us to invoice your customer and pay you an agent commission. Each model has its own distinct advantages!

TD SYNEX brings the power of distribution to GSA:

- Dedicated senior public sector sales team
- Onsite legal expertise experienced in all types of government contracting
- Eleven distribution centers strategically located nationwide
- New distribution center in Chantilly, VA, focused on government business
- World-class integration, logistical, and electronic services
- Focused support for small business through our Small Business Alliance

Click here to view all: ***TD SYNEX Public Sector Contracts***

(<https://www.synnecorp.com/us/govsolv/contracts/>)



GSA MAS Contract #47QTCA19D00MM expires 09/26/2024

GSA MAS Contract #GS-35F-0563U expires 09/04/2023

2GIT BPA #47QTCA21A0026 expires 03/30/2026

2GIT BPA #47QTCA21A002E expires 03/30/2026

GSA@TDSYNEX.com
(mailto:GSA@TDSYNEX.com)

WCCGSA@TDSYNEX.com
(mailto:WCCGSA@TDSYNEX.com)

WHAT'S NEW?

Featuring:

Crestron, Philips (TPV-USA Corp), & Raritan
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2023/04/DPC-Solution-Graphic-Interactive.pdf>)

CISCO (<https://www.cisco.com/>), Amwell, Ciena, Radware, Witfoo

Vendor Highlights

Belkin Secure Peripheral Switching Solutions Datasheet
(https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/05/Belkin_Secure-Peripheral-Switching-Solutions-Datasheet.pdf),

- **GS-35F-0563U GSA Pricelist (T's & C's)**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2023/04/GS-35F-0563U-IT-Schedule-Pricelist.pdf>)
- **GS-35F-0563U Ordering Instructions**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2018/10/WCC-SYNNEX-GSA-Ordering-Information-050421.pdf>)

Fudo Security
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/06/Why-Fudo.pdf>),

GSA MAS Contract GS-35F-0563U Price File:

- **GS-35F-0563U Price File**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2023/04/GS-35F-0563U-Price-File-.xlsx>)

Linksys
(https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/05/Linksys_Networking_TAA_Compliance_Flyer.pdf),

TD SYNnex Westcon-Comstor End User License Agreements:

- **Amwell End User License Agreement**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/03/Amwell-Connect-Terms-and-Conditions.pdf>)

Pexip
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/05/Pexip-Government-Product-Sheet.pdf>), ***Speco***
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/05/Why-Speco.pdf>)

- **47QTCA19D00MM GSA Pricelist (T's & C's)**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2022/05/TD-SYNNEX-GSA-PriceList-47QTCA19D00MM-1.pdf>)
- **47QTCA19D00MM Ordering Instructions**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/08/GSA-47QTCA19D00MM-Ordering-Instructions-1.pdf>)
- **47QTCA19D00MM Award**
(https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/0001-PO-0001-Award-Sept27_2019-1.pdf)

GSA MAS Contract 47QTCA19D00MM Price Files:

- **Hardware/Software/Supplies**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2022/10/HwSwServWebGSA47QTCA19D00MM.xlsx>)
- **Belkin Price File**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/10/BelkinWebGSA47QTCA19D00MM-1.xlsx>)
- **Black Box**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/11/BlackBoxWebGSA47QTCA19D00MM.xlsx>)
- **C2G, Chief, Da-Lite, Middle Atlantic Products, Vaddio**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/10/LegrandWebGSA47QTCA19D00MM.xlsx>)
- **Dell**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2023/02/DellWebGSA47QTCA19D00MM.xlsx>)
- **Getac**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2022/02/GetacWebGSA47QTCA19D00MM-1.xlsx>)
- **Hewlett Packard Enterprise**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2023/05/HewlettPackardEnterpriseWebGSA47QTCA19D00MM.xlsx>)

- **Cisco End User License Agreement**
(https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/Cisco-End-User-License-Agreement_GSA-Approved_Feb-12-2015.pdf)
- **Cisco WebEx Terms and Conditions**
(https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/Cisco-WebEx-Terms-and-Conditions_GSA-Approved_Feb-12-2015.pdf)
- **Cisco FirePOWER End User License Agreement**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/FirePOWER-EULA-all-terms-accepted-by-GSA.pdf>)
- **Cisco FireAMP End User License Agreement**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/FireAMP-EULA-all-terms-accepted-by-GSA.pdf>)
- **Cisco Supplemental End User License Agreements**
(https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2019/10/Cisco-Supplemental-EULAs_GSA-Approved_Feb-12-2015.pdf)
- **Cisco Sourcefire End User License Agreement**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/03/Cisco-Sourcefire-EULA.pdf>)
- **Ciena End User License Agreement**
(<https://www.synnecorp.com/us/govsol/wp-content/uploads/sites/9/2021/03/Ciena-End-User-License-Agreement-for-GSA.pdf>)
- **Radware End User License Agreement**
(<https://www.radware.com/documents/eula>)

- **HP Inc.**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2022/10/HPInc.WebGSA47QTCA19D00MM-1.xlsx>)
- **i-PRO Americas Inc.**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2021/10/i-PROWebGSA47QTCA19D00MM.xlsx>)
- **Quantum**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2021/10/QuantumWebGSA47QTCA19D00MM.xlsx>)
- **Palo Alto Networks**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2021/10/PaloAltoNetworksWebGSA47QTCA19D00MM-1.xlsx>)
- **Panasonic**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2021/10/PanasonicWebGSA47QTCA19D00MM-1.xlsx>)
- **Zebra**
(<https://www.synnecorp.com/us/govsolv/wp-content/uploads/sites/9/2021/10/ZebraWebGSA47QTCA19D00MM.xlsx>)

All vendor concerns should be directed to Janie Frandsen, Janie.Frandsen@tdsynnex.com
(<mailto:Janie.Frandsen@tdsynnex.com>).

OEM's interested in being included on our GSA Contract? **CLICK HERE**

(<https://www.synnecorp.com/us/govsolv/become-a-td-synnex-gsa-vendor/>)





(<https://ec.synnex.com/ecx/>)

SERVICESolv[™]
FIELD SERVICES

(<https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2016/04/Field-Services-e-rate.pdf>)

Legal Information (<https://www.synnexcorp.com/legal-information/>)

Privacy Policy (<https://www.tdsynnex.com/us/en/privacy.html>)

Environmental Policy (<https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXEnvironmentalPolicy.pdf>)

Quality Policy (<https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXQualityPolicy.pdf>)

Terms & Conditions (<https://www.tdsynnex.com/us/en/terms-and-conditions.html>)

Accessibility (<https://www.tdsynnex.com/us/en/accessibility-statement.html>)

Copyright Policy (<https://www.synnexcorp.com/copyright-policy/>)

GSA Price List

GSA MAS Contract 47QTCA19D00MM

General Services Administration

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*[®], a menu-driven database system. The Internet address for *GSA Advantage!*[®] is: <http://www.gsaadvantage.gov/>.

Multiple Award Schedule

PSC Large Category

Information Technology

MAS Contract Number 47QTCA19D00MM

Contract Period: September 27, 2019 through September 26, 2024

TD SYNEX Corporation

39 Pelham Ridge Drive

Greenville, SC 29615

Phone: 877-230-5680

GSA@tdsynnex.com

Business Size: Large

<https://www.synnexcorp.com/us/govsolv/contracts/>

Contract Administrator

Destiny Lark - 864.349.4713 – Destiny.Lark@tdsynnex.com

Pricelist current through Solicitation 47QSMD20R0001 Refresh 15 and Mod. PS-0214, March 31, 2023

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1. CUSTOMER INFORMATION

a. Table of Awarded SINs:

SIN	Description	Pricing
33411	Purchase of New Electronic Equipment State Cooperative Purchasing Approved	2.2%-96.28%
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts State Cooperative Purchasing Approved	2.2%-93.84%
511210	Software Licenses State Cooperative Purchasing Approved	2.2%-62.13%
54151	Software Maintenance Services State Cooperative Purchasing Approved	2.9%-62.13%

b. Identification of the lowest priced model number for each SIN awarded:

SIN	PN	Description	MSRP	GSANTE with IFF	COO
33411	R668	Stratus ft Server 2700, 4700, and 6400 Systems: Installation Guide	0.02	0.01	US
811212	GE-SVFDKSD5Y	Keep Your Solid State	0.02	0.01	TW
511210	AS391	Disk Drive Blank for ft Server family	0.02	0.01	US
54151	HOJD4A1	HPE 1Y TS Support Credits 10 Per Yr SVC	0.02	0.01	US

c. Hourly Rates: Not Applicable

2. MAXIMUM ORDER: Maximum dollar value of orders accepted is \$500,000.00.

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: The minimum dollar value of orders accepted is \$100.00.

4. GEOGRAPHIC COVERAGE: Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. CONUS delivery is via standard ground freight. Expedited delivery options are available and OCONUS delivery are available for additional costs.

Overseas delivery is delivery to point of embarkation for delivery OCONUS - outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

5. POINT(S) OF PRODUCTION: TAA Compliant Countries identified by the product manufacturer.

6. DISCOUNT FROM LIST PRICES: 1% for orders over \$100,000

7. QUANTITY DISCOUNTS: none

8. PROMPT PAYMENT TERMS: 0.25 bps 15 days Net 30 for non-credit card orders.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. GOVERNMENT PURCHASE CARDS

- a. Government Purchase Cards are accepted at or below the micro-purchase threshold.
- b. Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

10. FOREIGN ITEMS: The country of origin on supplies is determined by the manufacturer of the product. Only TAA Compliant products are included on the contract.

11. DELIVERY

- a. Time of Delivery: SINs 33411 & 811212 are 30 days ARO
- b. Expedited Delivery: Additional costs do apply. Please call for an expedited freight quote.
- c. Overnight and 2-day Delivery: Additional costs do apply. Please call for an expedited freight quote.

12. F.O.B. POINT(S): OCONUS*

*Freight costs for worldwide shipments outside of CONUS will need to be negotiated between TD SYNEX and the Ordering Entity.

13. ORDERING

- a. Address: Same as Contractor
- b. Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Lockbox Address: TD SYNEX Corporation
PO Box 406748
Atlanta, GA 30384-6748

15. WARRANTY PROVISION:

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact TD SYNEX Corporation for Return Merchandise Authorization (RMA).

16. EXPORT PACKING CHARGES: TD SYNEX does offer international shipping on a limited basis. The company will pay for freight to point of embarkation only.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
 Government Purchase Cards are accepted at or below the micro-purchase threshold.
 Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A

19. TERMS AND CONDITIONS OF INSTALLATION: N/A

20. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS:

- | | |
|----------------------------|----------------------|
| Chantilly, Virginia | Chicago, Illinois |
| Chino, California | Fremont, California |
| Greenville, South Carolina | Grove City, Ohio |
| Indianapolis, Indiana | Monroe, New Jersey |
| Richardson, Texas | Romeoville, Illinois |
| Southaven, Mississippi | Tracy, California |

22. LIST OF PARTICIPATING DEALERS: See pages 6-15

23. PREVENTATIVE MAINTENANCE: Refer to SIN 811212

24. SPECIAL ATTRIBUTES:

- a. Environmental Attributes: N/A
- b. Section 508 Compliance for Electronic and Information Technology (EIT): The EIT standards can be found at: www.Section508.gov/.

25. DATA UNIVERSAL NUMBER SYSTEM NUMBER: 112375758

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM):

Contractor has an Active Registration in the SAM database. SAM.gov UEI # LYXBWDHL4VR9

Reseller	SBA Status	City	State
22Vets, LLC	SDVOSB, HUBZone, PBE	Bull Valley	IL
ZuTec	WBE	North Syracuse	NY
4K Solutions, LLC	SDVOB (CvE)	Midland	GA
5 Point Solutions		Lexington	FL
Abba Technologies Inc	SB; DV (Hispanic)	Albuquerque	NM
ABC Laser USA, Inc	WoSB	Lawrenceville	GA
ABM Federal Sales	SB	Chesterfield	MO
Abrahams Consulting, LLC	8(a), EDWOSB	Staten Island	NY
Abundans Information Technology LLC	Texas HUB, SBA WOS	Humble	TX
Accellis Technology Group		Valley View	OH
Access Printer Supplies		Loveland	CO
Ace Computers	WOSB	Elk Grove Village	IL
ACE Real Time Solutions LLC		Chesterfield	VA
ACERRA TECHNOLOGIES, Inc.	8a; WOSB; SDB	Stafford	TX
ACP Creativ IT		Buffalo Grove	IL
Action Technologies Group	M&WBE	Muncie	IN
ACTURE SOLUTIONS	SB	Schenectady	NY
Acura Systems International, Inc. - CloudTech Mobile		Milton	WA
adrytech		Phoenix	AZ
Advanced Business Technology, Inc.		Thousand Oaks	CA
Advanced Computer Concepts, Inc (ACC)	WOSB	McLean	VA
Advanced Electronic Design, Inc / Patrol PC		North Attleboro	MA
Advanced Network Management (ANM)		Albuquerque	NM
Advanced Presentation Systems dba CCS Presentation Systems	WOSB	Albuquerque	NM
Advantage Office Products		Temple	TX
Advantage Technology, LLC		East Charleston	WV
Advizex		Independence	OH
AEG Group, Inc		Grayslake	IL
AFCC dba The Whitlock Group		Richmond	VA
AFL International Consulting Staff and Services Inc.	SBE DBE OSS	Miami	FL
Agilant Solutions Inc. DBA ASI System Integration Inc		Port Washington	NY
Agios World Wide, Inc.	DBE, WOBE	Coram	NY
AGSI Systems		Lovettsville	VA
Aita Technologies	MWBE	North Brunswick	NJ
Aligned Data, Incorporated	WOSB, VOSB, MBE, SBE	Richmond	TX
Allegiant Tek USA LLC		Brandon	FL
Alliance Technology	WOSB	Hanover	MD
Alpha Sum Business Machines	SB	Jackson Heights	NY
Alpha Technologies, Inc.	SDVOSB	Hurricane	WV
AlphaSix Corporation	SB	Dulles	VA
Alternative Information Systems		Buffalo	NY
Always Connect Solutions		Eagle	ID
American Wordata	EDWOSB, WOSB, DBE	Tampa	FL
Anacapa Micro Products, Inc	HUBZone, SB	Oxnard	CA
Anacoda Networks		Lafayette	CO
Anderson Business Technology		Pasadena	CA
Applied Technology Services	WOSB	Baltimore	MD
Applied Video Technology Inc		Kimberton	PA
ARC Acquisition US INC		San Antonio	TX
Archive Data Solutions	SB	Westerville	OH
Arctic Information Technology, Inc.	ANC 8(a)	Anchorage	AK
AROCEP Federal, LLC		Frankfort	IL
Arrow Micro Corp	MO, WO, DSB	La Mirada	CA
ARTI Incorporated	8(a), SDVOSB, HUBZone	Hampton	VA
Ascentech LLC dba Clutch Solutions	SB, MOSB Native American	Gilbert	AZ
Asyncrib Corp	SDB, SDVOB	Fairfax	VA
ATA Defense Industries, LLC		Irvine	CA
ATEC Group		Albany	NY
Atlantic Data Security	SB	Hartford	CT
Attron Communication Resources	VOSB	Branchburg	NJ
Attronica		Gaithersburg	MD
Audio Video Corporation		Albany	NY
Audio Visual Associates	SB	Denville	NJ
Audio Visual Innovations (AVI-SPL)		Tampa	FL
AUROSTAR CORPORATION	SDB	FREMONT	CA
Auto Phone Wholesale		Pleasant Grove	UT
Avid Systems	WOSB	Washington	DC
AVVID IT	WOSB	Gilbert	AZ
Axelliant	MBE, CPUC, SBE	Torrance	CA
B&M Suppliers LLC		Lake Tapps	WA
B2B Supplies USA LLC dba Printing Supplies USA LLC		Plainsboro	NJ
BahFed Corp	8(a), HUBZone, VOSB	Portland	OR
BASSEC, LLC	SB	McClean	VA

Reseller	SBA Status	City	State
Baycom Inc.		Green Bay	WI
BCPI		Sharon	MA
Beacon Telecom	SB	Canton	MA
BES Industries		Jacksonville	FL
Best Commodity Solutions		Fischer	TX
Better Direct LLC	HUBZone, SDVOSB, VOSB	Tempe	AZ
Black Hills IT Solutions	SDVOSB	Belle Fourche	SD
Blackpoint IT		Kent	WA
Bledsoe Corp		Indianapolis	IA
Blink IT	WOSB	Ontario	CA
Blue Castle IT	WOB	Cheshire	CT
Blue Delta Technologies	MBE, SMB	Indianapolis	IN
Blue Fish Worx LLC	SB	Magnolia	TX
BlueAlly		Cary	NC
blueSPARK Data, LLC		Denham Springs	LA
Borderlan inc		San Marcos	CA
Bridgetek Solutions LLC		Piedmont	SC
Brite Computers / Upstate Wholesale Supply, Inc		Victor	NY
Brown Enterprise Solutions	MBE	Dublin	OH
NEW BSM Products	MBE/WBE	Gary	IN
Btek Holdings LLC		St. Petersburg	FL
Buckeye Mountain Inc		Akron	OH
Burgess Innovation Management	SDVOSB	Fairfield	CA
Burhani Enterprises		Chicago	IL
Buy Smart LLC		San Diego	CA
NEW BW Wilson	SB	Richmond	VA
BZ DEFENSE LLC		San Diego	CA
Calibre		Alexandria	VA
Can-Am Wireless	MBE	Cedar Park	TX
Cape Romain Solutions, Inc. dba CRSI	MWOSB	Fairfax	VA
Capital Financial Network LLC		Washington	DC
CARLNTech LLC	VOSB	Antelope	CA
Carolina Advanced Digital, Inc.	SDVOSB; HUBZone	Siler City	NC
Carrillo Business Technologies dba CB Technologies, Inc.	WOSB	Orange	CA
Carroll Communications	HUBZONE & SDVOSB & SB & VO	Longs	SC
Cashel Corporation dba Integrated Media Systems	SB	Costa Mesa	CA
NEW CBTS Technology Solutions		Cincinnati	OH
CD Enterprises	WOSB, MOSB	Tampa	FL
CDCE, Inc.		Yorba Linda	CA
CDW-G (CDW)		Vernon Hills	IL
Celerens	WOSB, EDWOSB, SDB	Clarksville	MD
Cellentia Information Technology Company	WOSB	Ashburn	VA
Chi Corp		Solon	OH
Chickasaw Supply	SDVOSB; HUBZone; Native American	Bakersfield	CA
Choicel Computer Center, Inc	SB	Durham	NC
Cinesys		Houston	TX
City Computer & Supplies, Inc.	SB, WO	Naples	FL
Clarity Imaging Solutions Inc		Cherry Hill	NJ
Clary Business Machines	MOSDB	San Diego	CA
ClearPath Operations, LLC		Ashburn	VA
Cloud11 LLC	SB	Atlanta	GA
CLR Analytics	SDB	Irvine	CA
Clutch Solutions	SB, MO; DV Native American	Gilbert	AZ
NEW CM Ventures Limited Co	Hubzone in process 2.10	Van Buren	MO
Code 3 Technology		Mesa	AZ
CollabNow		Polo	MO
COLOSSAL CONTRACTING LLC	SDVOSB	Woodbridge	VA
Commski, LLC	WOSB	Tampa	FL
Communications Professionals, Inc.	SB, MO; DV	Troy	MI
Complete Packaging & Shipping Supplies	VOSB	Westbury	NY
Comptronics		Mclean	VA
Compu-Gen Technologies, Inc	Hub zone SB	Williamsport	PA
Compuquip Technologies, LLC dba Compuquip Cybersecurity	MBE	Doral	FL
Computech International	WOSB	Great Neck	NY
Computer CenterLine of Greensburg, Inc DBA CCL Technologies		Greensburg,	PA
Computer Instruments, Inc.		Paola	KS
Computer Professionals International		Schenectady	NY
Computer Security Products, Inc.	SB	Nashua	NH
Computer Systems Integrators Inc		Fishkill	NY
Computer Tower		Sterling	VA
Computer Wholesale Products	WOSB	Spring	TX
Computerware Inc	SB	Vienna	VA
ComSec LLC		Virginia Beach	VA

Reseller	SBA Status	City	State
ComSource, Inc	SB	Manlius	NY
Conferencing Advisors	SB #41596	San Clemente	CA
Connect Us Corporation		New Holland	PA
Connected Solutions Group		Mechanicsville	VA
Connection dba GovConnection		Rockville	MD
Continental Resources, Inc.	WBENC	Bedford	MA
Converge Technology Solutions US, LLC		Peachtree Corners	GA
Convergent Federal Solutions		Beltsville	MD
Convergeone Government Solutions, LLC		Budd Lake	NJ
Core BTS, Inc.		Indianapolis	IN
Corporate Computer Solutions Inc	SWBA	Harrison	NY
Corporate Interiors, Inc		Saint Petersburg	FL
CounterTrade Products d/b/a CEW Inc.	WOSB	Arvada	CO
Courtsey PC		Tishomingo	OK
CPAC Inc	SB	Anaheim	CA
C-Pak Corporation DBA CPAK Technology Solution		LaGrange	GA
CPI USA Inc	WMBE, WOSB, DBE, MBE	Edison	NJ
Critical Start		Plano	TX
Crossconnect Engineering		Colorado Springs	CO
Crown Point Systems		San Diego	CA
CST Corporation	HUB / MBE	Houston	TX
NEW CTCOA LLC (Consolidated Trading Company of America)		Cerritos	CA
CTS Mobility DBA Complete Tablet Solutions Ltd		Austin	TX
Current Business Technologies, Inc.		Austin	TX
Custom Computer Specialists		Hauppauge	NY
CVE		Salt Lake City	UT
CyberforceQ		Plymouth	MI
CyberGen		Lake Worth	FL
NEW D3 Air and Space Operations	SDVOSB	Saint Augustine	FL
Danguah Group LLC	DBE, SB, MBE, SLEB Alameda Cty	Pleasanton	CA
Dasher Technologies		Campbell	CA
Data Center Warehouse		Laguna Hills	CA
Data Just Data, Inc.		Charlotte	NC
Data Network Solutions Inc		Chapin	SC
DataCom Solutions Inc	SB, SDB, SDVOSB	Huntsville	AL
Datacom Solutions, Inc	SB, SDVOSB; SDVOSB	Huntsville	AL
Datalink Networks		Santa Clara	CA
Datec, Inc.		Seattle	WA
DATEL SYSTEMS INCORPORATED		San Diego	CA
Dell Marketing, LP	LG business	Round Rock	TX
Dempsey Business	SDVOSB	Alexandria	LA
Derive Technologies, LLC		New York	NY
Destin enterprise systems		Destin	FL
DGX Security	SBE MBE DBE	Jersey City	NJ
DH Technologies	HUBZONE & SDVOSB & SB & VO	Leesburg	VA
DI Technology Group Inc (Data Impressions)	SBE	Cerritos	CA
Diamond IT		Bakersfield	CA
DICE COMMUNICATIONS, INC.	WBE	Omaha	NE
Digit3		Huntington	WV
Digital Plaza, LLC	8(a), SB, Disadvantaged	Amber	PA
Dihuni LLC	MOSB	McLean	VA
Diltex, Inc.	SMALL, EDWOSB, 8A	West Covina	CA
Direct Packet Inc. dba OneVision Solutions	SB	Irving	TX
Direct Supply Solutions	WO SB	Carlsbad	CA
Direct Technology Group	SB	Deerfield Beach	FL
Directnet, Inc DBA 42U	SB	Lafayette	CO
DirSec, Inc.	SB	Westminster	CO
Ditta Enterprises LLC	MBE	Hercules	CA
Dogwood Management Partners, LLC	SDVOSB	Chipley	FL
Dox Electronics		Rochester	NY
DPS Teck	SDVOSB; SBA	Dallas	TX
DV Sourcing, LLC	SDVOSB	Greenville	TX
DVTeck	SB, MBE, DBE	Miami	FL
Dynamic Systems		El Segundo	CA
Dyntek Services		Irvine	CA
Echelon Services	NHO 8(a)	Manassas	VA
EGA Technology Solutions, LLC	Women-owned business	Winnboro	TX
eGroup		Mt. Pleasant	SC
EIDOS TECHNOLOGIES, LLC	8a, HUBzone, EDWOSB	Manassas	VA
EKOAM SYSTEMS, INC.		BURKE	VA
emazzanti	Woman Business Enterprise	Hoboken	NJ
Embedded Works Corporation	MBE	Santa Clara	CA
Emerge IT Solutions		Erlanger	KY

Reseller	SBA Status	City	State
Empire Computing & Consulting		Daytona Beach	FL
Empire Drone Co. LLC	8a	Fulton	NY
Empire USA	WOSB	Northport	NY
Enchanted Technology Solutions, LLC	WO, MO	Santa Fe Springs	NM
Encore Technology Group		Easley	SC
enDevelopment LLC	SDVO SB VOSB	Montgomery	NY
Energion Plus	DBE, SMBE, SDB, SBE, ESBE, HABE, HBE	San Antonio	TX
En-Net Services, LLC	SB	Frederick	MD
Enterprise Technology International (ETI)	SDVO SB MO	Greenwood village	CO
Enterprise Technology Services, LLC DBA AccountabilIT		Scottsdale	AZ
Enterprise Technology Solutions	WOSB	Fremont	CA
EPG Consulting LLC DBA New York Technology Company		New York	NY
Ergotech Controls		Richardson	TX
Essnova Solutions	8(a), HUBZone, DBE, MBE	Birmingham	AL
Eton International	SB	New York	NY
EverSec Group		Tarrytown	NY
Evotek	MBE	San Diego	CA
Eyes to See, Inc dba RA Technology Services		Brooklyn	NY
FARATOLU	SDB	Brooklyn Park	MN
FCN	WOSB	Rockville	MD
Fed Con LLC	MOSB	Opa Locka	FL
Federal Merchants Corp		Indianapolis	IN
FedTek (Federal Technology Solutions)	SB	Woodbridge	VA
FEMDEL		Baltimore	MD
Filmtools		Burbank	CA
FirstLight Fiber		Victor	NY
Focal Point Solutions		Flushing	NY
Force 3, Inc. or Force 3 LLC		Crofton	MD
ForSupplies	WOSB	Tallahassee	FL
Four Corner Solutions	SDMO	Hawthorne	CA
NEW Fox River Graphics, LLC	VOSB	Hutchinson	MN
Front Line Mobile Tech	WOSB	Jessup	MD
Frontier Technology DBA Microage	SB	Tempe	AZ
Function5 Technology Group	SB	Rochester	NY
Future Tech Enterprise, Inc.	WOSB	FL Lauderdale	FL
Galactic Technology Group	SBE	Miami	FL
GCS Imaging, Inc		Elmwood Park	NJ
GDT General Datatech LP		Dallas	TX
Gear One	WOSB	Temecula	CA
Gem Laser Express	SDVO SB	Dulles	VA
Gem Supplies	WO	Pasadena	CA
Gemir Project Consulting	SB	Willoughby Hills	OH
General Microsystems	MOSB	Bellevue	WA
GHA Technologies, Inc.	SB	Scottsdale	AZ
GigaKOM		San Diego	CA
GingerSec		Phoenix	AZ
Glass Box Technology	SB	Carlsbad	CA
Global Supplies Alliance LLC		Pasadena	CA
GMI	MBE: Self certified SBA	Bellevue	WA
Go Media LLC		Lafayette	LA
Golden Star Technology Inc. (GST)	WOSB, MBE	Centos	CA
GOOGOZ.com, Inc		Walnut Creek	CA
GovDirect, Inc.		Clearwater	FL
Government Acquisitions (govacq)	SB	Cincinnati	OH
Govmation Enterprise Solutions	WOSB	McKinney	TX
Govplace	SB	Reston	VA
GovSmart	HUBZone	Charlottesville	VA
GP Tech Solutions		Meridian	ID
Graybar Electric Company, Inc		Clayton	MO
Green Ramp Group		Auburn	CA
GreenDelete	WOSB/WBE	Frankfort	IL
Greenpages		Kittery	ME
Group Mobile International		Chattanooga	TN
GSA Universal Technology Solutions, Inc.	WOSB	Upper Darby	PA
Guidepoint Security LLC		Herndon	VA
Guidon Technology Solutions, Inc.	SDVO SB	Issaquah	WA
H. Co. Computer Products dba ThinkCP Technologies	SB	Irvine	CA
Halbrook and Miller DBA TM Television	SB	Carrollton	TX
Halielos	SDB MO	Gaithersburg	MD
Handley Global	EDWOBB	Pine Bluff	AR
Hardware Nation, LLC		Buford	GA
Harris Technologies		St. Louis	MO
NEW Haywood		Georgetown	MA

Reseller	SBA Status	City	State
Herrington Technology	WOSB	NY	NY
Hilliard		Midland	TX
Hinkley Acct	SDVOB	Holly Springs	NC
Hitorra Tech		White Plains	NY
Holitna	8(a)	Anchorage	AK
Howard Industries dba Howard Technology Solutions		Ellisville	MS
HST Corporate Interiors, LLC		Nashville	TN
Humanscale Corporation		New York	NY
Hypertec Direct		Tempe	AZ
I Copy Inc. DBA IBE Digital		Garden Grove	CA
Ibox	8(a), VOSB	Atlanta	GA
IC Logic, Inc. dba USAT Corp.		Chapel Hill	NC
ICT Resources	MWOSBE	Roseland	NJ
ID Technologies, LLC		Ashburn	VA
iGov.com [MA (MicroAge) Federal d/b/a]		Reston	VA
Imperium Data Networks		Tampa	FL
IMPEX Technologies	MO	El Segundo	CA
Impres Technology Solutions Inc	SBA Certified HUBZone; SB	Santa Fe Springs	CA
Industrial Networking Systems		Richardson	TX
Inifit Technology		East Syracuse	NY
Infinite Consulting Services	SB, DBE	McKinleyville	CA
InfoSys Services, Inc		Pasadena	MD
Infotect Design Solutions		Tampa	FL
Innerspace Architectural Interiors		Fort Walton Beach	FL
Innovative Office Solutions	WOSB	Burnsville	MN
Innovative Solutions Group Inc	MOSB	Wake Forest	NC
Insight (PCM-G)		Tempe	AZ
Inspired Technologies	SB	Tallahasee	FL
Integrated Media	SB	Costa Mesa	CA
Integration Partners Corp		Lexington	MA
Integration Technologies Group (ITG)		Falls Church	VA
IntelliSite		Ft. Mill	SC
InterDev, LLC		Roswell	GA
IP Consulting	8(a)	Vienna	VA
iQuarters		Montgomery	NY
Iron Bow Technologies		Chantilly	VA
Island Tech		Ronkonkoma	NY
IT1Source LLC	SB	Tempe	AZ
IT Systems - Innovative Transducer Implementation LLC	SB	Beltsville	MD
ITO Solutions	SB	Signal Hill	CA
ITSavvy		Addison	IL
IVCi		Hauppauge	NY
Jaser International		Naperville	IL
JEM Tech Group	WOSB	Clinton Township	MI
JJ & S Enterprises DBA SSA Technology	SDVOB & VOSB (CVE) & (SAM)	Santa Clara	UT
JKS Systems		Glastonbury	CT
JohnCo, Inc. Office Supplies & Equipment		Middlesboro	KY
Joltec LLC (DBA LoudounTec)	HUBZone, WOSB	Leesburg	VA
Jones & Associates contract Services LLC	SDVOB, MBE, SDB70	Kent	WA
Kambrian Corporation	8a, WOSB, SDB, MBE	West Covina	CA
KDTS, LLC	MOSB, MBE	Fair Oaks	CA
Keeper Technology		Ashburn	VA
Kelley Connect	SB	Kent	WA
Key Code Media, Inc		burbank	CA
Keycode Media		Burbank	CA
KIB Solutions	MBE	Columbus	MS
Kinetic Multimedia Systems	MWOSB	Steinhatchee	FL
Kriaanet, Inc	8(a), HUBZone, WOSB	Quantico	VA
KTS Knot Technology Solutions	EDWOSB, WOSB	Churchton	MD
KT's Office Services (Ktoss)	SWPB, NJ	Toms River	NJ
Kynetic	NWBOC	Dunedin	FL
Lakeshore IT Solutions, Inc.		Fox Lake	IL
Landmark Systems		Troy	MI
LanLogic		Livermore	CA
LANRover Network Services, Inc.		Bayport	NY
Laser Action Plus	WOSB	Ocala	FL
Law and Order Technology	Pending	Fort Lauderdale	FL
Lazer Cartridges Plus	WOSB	Walla Walla	WA
LCR Sales		Roanoke	VA
LEEO Industries	8(a)	Phoenix	AZ
Les Olson Company		W Salt Lake City	UT
LH Computer Services		Coral Springs	FL
Liberty Laser Solutions, Inc	WOB, SB, HubZone	Marseilles	IL

Authorized Reseller

Reseller	SBA Status	City	State
Lightfoot Communications	Service Disabled, VO, WOSB	Tampa	FL
Link High Technologies Inc.	MBE	Morris Plains	NJ
Liona Enterprises	WOSB, HUBZone, 8(a)	Cincinnati	OH
LN2S Consulting	SDVOSB, EDWOSB, WBE, MBE	O'Fallon	IL
Lofton Innovation	SDVOSB, MBE, SBE, DBE	Fort Worth	TX
Logicalis, Inc		Bloomfield Hills	MI
Logistics 365		Norfolk	NE
Lotus Logistics		Middletown	DE
LOTUSUSA INC	WOSB, EDWOSB, HUBZone, SB	Los Angeles	CA
Louisiana Technology Group Inc (LATG)	WOSB	New Orleans	LA
Lowmarkup Inc		Irvine	CA
Lucinda IT	WOSB, WBE	Indianapolis	IN
Lumbee Group	8a, DBE, MBE, SDB, ISBEE, Triple Enrolled	Jacksonville	FL
M.A. Polce Consulting, Inc.		Rome	NY
M.E. Trading		Arlington	TX
M2 Technology, Inc.	SB, Disadv, VO	San Antonio	TX
M3 Supplies & Services LLC	SB	Brandon	FL
Maahi, Inc	WOSB	Farmington Hills	MI
Major Inc DBA Rx Technology		San Antonio	TX
MANLEY SOLUTIONS, INC	WOSB; MOSB	Castle Pines	CO
Mark Enterprises	SB	Santa Monica	CA
Mark III	HUBzone, MWBE	Houston	TX
Mason Technologies Inc	SWO	Dear Park	NY
Maureen Data Systems, Inc.	WBE	New York	NY
Maximum Office Outsourcing Solutions		National City	CA
MBI US	MBEC	Dover	DE
MC Communications LLC		Henderson	NV
McMillan Systems, Inc		Fresno	CA
Meadowgate Technologies	HUBZone, WOSB	Trenton	NJ
MediaNow	VOSB	Netcong	NJ
NEW Melrose Mac Inc.		Los Angeles	CA
Meridian IT, Inc		Deerfield	IL
NEW Meridian Solutions LLC	WOSB	Jackson	MS
MGS Group, Inc.	SDVOSB, DDOT DBE/SBE, CBE, MDOT MBE/	Washington	DC
MicroPac Tech	8(a)	Irvine	CA
Microtech LLC	SDVOSB	Tysons	VA
Micror		Boise	ID
Mission Critical Systems, LLC		Pompano Beach	FL
Mnemonic Computer Solutions, LLC		Oak Park	Ca
Mobile Concepts Technology		Phoenix	AZ
Monte Carlo Consulting Group, Inc.	SB, MOSB	Santa Monica	CA
Mooring Tech, Inc	SB	Atlanta	GA
More Power Tech	DVO	Longview	WA
Mosaic 451		Phoenix	AZ
Mountain West Resources	HUBZone, DBE	Reno	NV
MRA International		Henderson	NV
MSM-NET	8a	Chicago	IL
MSSI LTD	SDVOSB	Charlotte Hall	MD
mVation Worldwide Inc	SB, MO; DV	Glen Cove	NY
MXN Corp	SB	Woodstock	GA
Myriad Solutions, Inc		Fulton	MD
N & B Solutions		Redmond	OR
N2Grate Government Solutions	HUBZone	Leland	MS
NALA Comm	SBA, 8(a), MDOT MBE	Silver Spring	MD
National Business Equip		Albany	NY
National Secured Assurance, Inc.		Leland	MS
National Technology Group		Holbrook	NY
Nationwide Power Solutions, Inc.		Henderson	NV
Native Innovation	VOSB, MBE, HUBZone	Anthem	AZ
Native Supplies	WO, Native American	Alpharetta	GA
NEW Nautilus Federal	SDVOSB	Seattle	WA
NCS Technologies, Inc.	MOSB	Gainesville	VA
Netrix, LLC		Bannockburn	IL
Netsync	WOSB, Minority Owned	Houston	TX
NEW Network Design & Management		Spokane Valley	WA
Network Enhancement Systems, Inc.		Tulsa	OK
Network Outsource Inc		New Hyde Park	NY
Networking Technologies	SB	Erie	PA
Networking Technologies and Support, Inc. (NTS)	DBE	Middlethian	VA
NetworkOutsourcing		New Hyde Park	NY
Neurlink		Boise	ID
New Century Imaging	WOSB	Goleta	CA
New England Tek	HZ, WOSB	Lawrence	MA

	Reseller	SBA Status	City	State
	New Tech Solutions, Inc.		Fremont	CA
	Nexus Technologies Group LLC	WOSB	Atlanta	GA
	NIVIDIT	MBE	Streling	VA
	Nomar Enterprises DBA Rugged Depot	TX HUB MOSB	Magnolia	TX
NEW	Norseman, Inc	SB	Elkridge	MD
	Notch8, LLC		Waynesville	NC
	Nrthern Lights Technologies and Logistics LLC		Barrow	AK
	NXGN, Inc		Chicago	IL
	Ocean Computer Group		Matawan	NJ
	Office Nation DBA PC Nation		Northfield	IL
NEW	Omega Business Systems, LLC	HUBZone, VOSB	Fort Worth	TX
	O'Neill Office Products, Inc		Bethesda	MD
	On-Site Laser	EDWOSB	San Diego	CA
	Open Systems of Cleveland, Inc.		Cleveland	OH
	Optel Business Communications Systems		Nesconset	NY
	Optiv Federal		Denver	CO
	Optiv Security		Denver	CO
	Pacific Computer Supply	SDB	Mountain View	CA
	Pacstar		Portland	OR
	Paladin Technologies		Poway	CA
	Pando Solutions LLC DBA Ace Real Time Solutions		Fairview Heights	IL
	Panther Ergonomics And Product Solutions		Fort Worth	TX
	Paragon Micro		Lake Zurich	IL
	Partners Data Systems, Inc		La Mesa	CA
	PC Net Inc, DBA PCN Strategies		Washington	DC
	PC Solutions & Integration Inc		Miami	FL
	PC Specialists, dba Technology Integration Group	MOB	San Diego	CA
	PCC-IT International, div of Power Capital Management	SB	Calabasas	CA
	PCS Mobile		Denver	CO
	Peabody Office		Boston	MA
	Peak Resources	SB	Denver	CO
	Perfect Vision Sound		Avon	CT
	Pettus Office Products		Little Rock	AR
	Philotek		Sandy Springs	GA
	Photikon Corp	WBENC, WOSB, NYS WBE, NYC WBE	Fairpoint	NY
	PIER Group LLC		Jasper	IN
	Pillar Technology Partners, LLC		Cummings	GA
	Pinnacle Business Systems		Edmond	OK
	Pinnacle Network		Wetumpka,	AL
	Pivot Tech Server Corporation		Norcross	GA
	Portola Systems, Inc.		Sebastopol	CA
	POSData		Gig Harbor	WA
	Preferred Data Systems DBA Perfect Output	MBE SB VOB	Overland Park	KS
	Premier Office Systems		Las Vegas	NV
	Premier Printing		Platte City	MO
	Premier Systems, LTD	WOSB	Blue Bell	PA
	Premier Wireless	EDWOSB	Houston	TX
	PremierLogitech		Coppell	TX
	Prescriptive Data		Allen	TX
	Presidio Coporation		Fulton	MD
	Prime Edge Tech	WOSB	Winchester	VA
	Print-O-Stat, inc.		York	PA
	Pro Sound, Inc DBA Pro Sound & Video		Miami	FL
	Probitas Tech	SDB, 8(a)	Harrisburg	PA
	Professional Information Systems, Inc.	8(a), WODMOB	Hobart	IN
	Professional Video Systems		SLC	UT
	Prologic ITS		Acworth	GA
	ProSys Information Systems, Inc.	WOSB	Norcross	GA
	Protech Castle Rock		Castle Rock	CO
	Proverbs Holdings, LLC	MBE	Kansas City	MO
	Q Supply Global Back Office Support LLC	SDVO	Laramie	WY
	QC Tech Aid, L.L.C.		MOLINE	IL
	QnA Tech	MBE	Mount Sinai	NY
	QUALITY AND ASSURANCE TECHNOLOGY		Laguna Hills	CA
	Quantum Technology Group, LLC		Kissimmee	FL
	Questinghound Tech	SB	Deerfield Beach	FL
	Quire Office Products LLC	MOSB	Long Beach	CA
	Rafay Mobile, Inc.		Brooklyn	NY
	Raion Development	SDVOSB, MBE, DBE	Orlando	FL
	Ramco Rugged Portables		Naples	FL
	RCN Technologies	WOSB	Knoxville	TN
	REK Investment Group Inc, dba Advanced Presentation Systems	WOSB	Albuquerque	NM
	Renew PC DBA M Rugged Mobile Technology		Oklahoma city	OK

Reseller	SBA Status	City	State
Ridgeline Technology	WOSB	Felto	CA
Right Price IT		Plain City	OH
Riomar Group Ventures, Inc.		Brooklyn	NY
Round Tower		Cincinnati	OH
Route 1		Chattanooga	TN
Royal Eagle Project Management and Financial Services	MO	Hamilton Township	NJ
RP Pro, LLC		Medina	OH
RS Knapp Co Inc.	SBE	Lyndurst	NJ
RTI Riverside Technologies, Inc.		Omaha	NE
Rugged Computing, Inc		Anaheim	CA
Rugged Development LLC		Mesa	AZ
NEW S & J OWENS CO LLC	HUBZone	Judson	FL
Safari Micro		Scottsdale	AZ
SAI Systems	MBE, WOSB	Shelton	CT
Saitech Inc.	SDB	Fremont	CA
Sam International Information Tech dba Applied Computer	MBE	San Jose	CA
Sandhill Consultants		Melville	NY
Sandoz Construction Solutions	SDVOSB, VOSB, Texas HUB	League City	TX
Scope Integrated Services LLC	SB	Boca Raton	FL
SD3IT, LLC	HUBZone, EDWOSB, WOSB	The Villages	FL
Securityhunter, Inc		Baltimore	MD
Sedulus Group LLC dba Cyberlogistix	MBE	Calhan	CO
SenCommunications	WOSB, HUBZone	Tampa	FL
Seneca Biztek	NAO SDVO MO SB	Salamanca	NY
Server Tech Supply		Philadelphia	PA
Seventh Genius	WOSB	Frisco	TX
SHI INTERNATIONAL CORP		Somerset	NJ
ShireWire Global Sales and Distribution LLC		Easthampton	MA
Shivark		Fremont	CA
Sierra Micro Products	SB	Anacortes	WA
Sigmanet, Inc. / ConvergeOne, Inc	WOMOSB	Sanford	FL
Signature Technology Solutions	SDB	Farmington Hills	MI
SigNet Technologies dba Convergent Federal Solutions		Beltsville	MD
Simple Communications Technologies		Harrisburg	NC
SimpleCom		Harrisburg	NC
Simply Group II LLC dba SimplyNAS	WOSB, MBE	Sanford	FL
SimplyNas	WOSB, MBE	Sanford	FL
Sirius (Federal)	LB	Crofton	MD
Sirius Computer Solutions, Inc.		San Antonio	TX
SITA Business Systems, Inc.		Chantilly	VA
Six Degrees Consulting		Evanston	IL
Smart Citiez Group	MBE	Boulder	CO
Smart Group Systems	SB	Richardson	TX
SMS Tech Solutions		Mint Hill	NC
SNAP, INC		Chantilly	VA
Socour Solutions, LP		Plano	TX
Software Information Resource Cor	HUBZone, WOSB	Washington	DC
Solid Border, Inc.	MOSB	San Antonio	TX
Solid IT Networks	SB	Houston	TX
Sology Solutions	DBE MWBE SBE	Richardson	TX
NEW Solutions by HiTech		Ruston	LA
Solvix Solutions	WOSB, EDW	Marlton	NJ
Solzon Corporation		Westford	MA
Sonasoft Corp		San Jose	CA
Source Incorporated of Missouri DBA Source Inc		Shawnee	KS
Southern Computer WHSE		Marietta	GA
Southland Technology, Inc.		San Diego	CA
Spectrum Virtual		Cheshire	CT
Spinitar	SB	La Miranda	CA
SSA Technology		Santa Clara	UT
SSP Data	MB, SB	Richmond	CA
Sterling Computers	WOSB	North Sioux City	SC
Steven Enterprises, Inc.	WOSB	Irvine	CA
Stock Bridge Consulting, LLC	HUBZone	Washington	DC
Stoic 7 LLC		Grandview	MO
StorageHawk	SB	Arlington	VA
Storehouse Technologies, Inc	SB	San Diego	CA
Strategic Communications	MBE, WBE, WOSB	Louisville	KY
Stratix		Norcross	GA
NEW Stratus, Inc.	Woman Owned	Bethesda	MD
Strictly Technology LLC	WOSB	Fort Lauderdale	FL
Sun Management		Arlington	VA
Sunshine Computers and Software, Inc. dba Clarium Managed Services and	MBE	Miami	FL

Reseller	SBA Status	City	State
Superior communications	Small Business	Rockville	MD
Supplies Now	SB	Greenacres	FL
Supply Chimp	MOSB	New York	NY
Swish Data		McLean	VA
Switch Technologies Inc		Rocky Point	NY
Synactek		Shelton	CT
Synergy Telcom Inc	SB	Indianapolis	IN
Synetic	SB, WO	Sacramento	CA
Sysorex		Herndon	VA
Taking Shape LLC dba Direct Supply Solutions	WO SB	Carlsbad	CA
Tanches Global Management Inc.	HUB, SBE, MBE, WBE	Sugar Land	TX
Tano Logistics	HubZone	San Pedro	CA
TASI, LLC	SBA certified 8(a), CVE verified SVOB	Tucson	AZ
TBNG Inc, d/b/a TBNG Consulting		Milford	CT
TCI Systems Inc		College Point	NY
Tech Assurance		Monroe	LA
Tech Masters LLC		Santa Maria	CA
Tech Service Solutions, LLC		New York	NY
Techknowledge Group		Los Gatos	CA
TechPower Solutions Inc		Redmond	WA
TechTrend		Boise	ID
Tekgration, LLC	WOSB, VOSB, SDVOSB	San Antonio	TX
Teknique IT		Huntington Beach	CA
Telcion		Turlock	CA
Telecom Technologies, Inc.	SBE	Eagan	MN
Telos Corporation		Ashburn	VA
Telrepro	SBE	Wallingford	CT
Tera Consulting	8(a), EDWOSB, WOSB	Hicksville	NY
Texepro LLC	WOSB	Waco	TX
The eConsortium Group		Houston	TX
The Lioco Group		Huntsville	AL
The Ray-Block Stationary Co, Inc.		Floral Park	NY
The Repair Depot LLC		Stillwater	OK
The Teneo Group, LLC		Winchester	VA
Thermocopy dba Centriworks		Knoxville	TN
Third Packet	8(a)	Baltimore	MD
Thomas Consultants GOTCI	MBE, SBE, LOSB	Memphis	TN
Thornburg Computer Services		Auburn	WA
Three Wire Systems	SDVOSB	Falls Church	VA
Thundercat Technology	SDVOSB	Reston	VA
Titanium Supply Co		GraysLake	IL
TJR Procurement, LLC dba TJR Global	Hubzone, MBE, WOSB	Fort Myers	FL
TKK Electronics	HUBZone	Milwaukee	WI
TM Television		Carrollton	TX
Tommy TQL	HUBZone SB	Seattle	WA
Toner Town	MOSB; DBE	Newport Beach	CA
Top Tech Clocks, LLC		Reunion	FL
Topaz Engineering		Hingham	MA
Totowa Systems	SB	Totowa	NJ
TRACE3		Irvine	CA
Trade Products	SB	Fairfax	VA
Transource Computers		Phoenix	AZ
Tricade		San Diego	CA
Trinity Innovative Solutions, LLC		Little Elm	TX
TriOrb Solutions	SDVOSB, HUBZone	Winter Park	FL
TSA, Inc. / Technical & Scientific Application Inc.		Hoover	AL
TSM Consulting Services, Inc		Rockwall	TX
Tunny LLC		Morgantown	WV
TVAR Solutions LLC		McLean	VA
TVS Pro d.b.a. TV Specialists, INC		Salt Lake City	UT
TwoTrees Technologies LLC		Wichita	KS
Unistar-Sparco Computers, Inc.	MBE disadvantaged	Millington	TN
United Data Technologies, Inc. (UDT)		Miramar	FL
Universal Info Systems		Edinburg	TX
US Schematix, LLC	MOSB	Richmond	VA
USC-Canterbury		Annapolis	MD
V3 Gate	SDVOSB, VOSB, SB	Colorado Springs	CO
V-AM.CO, LLC DBA Mobile Edge Team		Flower Mound	TX
Vandis Inc.		Albertson	NY
vCloud Tech Inc.		Rolling Hills Estates	CA
VectorUSA		Torrance	CA
Veratics, Inc. DBA GoVets	SDVOSB	Indian Harbor Beach	FL
Verge Innovation, LLC		Charlotte	NC

Reseller	SBA Status	City	State
Verteks Consulting, Inc		Ocala	FL
Vestige IT	SDVOSB	Surrey	ND
VetMed Group, LLC		New York	NY
VideoLink Inc	SB	Denver	CO
ViewTech	WBE, WOSB, HUBZone	Southlake	TX
VineSTAR Technology Group		Yucaipa	CA
Vion	SVOB	Herndon	VA
Viperline Solutions		Leeds	AL
Virtual Graffiti, Inc		Irvine	CA
Vista IT Systems Inc	WOSB	Medina	OH
Visuanics LLC	MODBE	Miami Beach	FL
VLCM		Salt Lake City	UT
VLR Enterprises, Inc. dba VDC Technologies		Jacksonville	NC
Voit Telecommunications	WOSB	Meritt Island Florida	FL
Vology, Inc		Clearwater	FL
VPLS		Orange	CA
VSGI		McClellan	VA
vTECH io		Naples	FL
Washington Computer Service		New York	NY
Washington Office Interiors	HUBZone, WOSB, EDWOSB	Silver Spring	MD
We Did IT Consulting	SDVOSB	Sunrise	FL
WECsys LLC		Brooklyn Pk	MN
Westward Sales, Inc	Small Business	Buena Vista	CO
Westwind	SB, HUBZone, WOSB, MBE	Albuquerque	NM
WholePoint Systems LLC	SB	Reston	VA
Wholesale Computer Exchange	SBE	Trumbull	CT
Widepoint		Fairfax	VA
Wildflower International	WOSB	Santa Fe	NM
Williams Software Associates Corp	SDVOB	Raleigh	NC
WIP		Santa Fe Springs	CA
Wireless Electronics	SB	West Berlin	NJ
Wisecom Technologies		Lanham	MD
Work Innovators LLC		Lewisville	TX
WorkInnovators	SBE/WBE/WOSB/HUB	Lewisville	TX
World Wide Technology Inc. (WWT)		Saint Louis	MO
WrightCore, Inc		Franklin	TN
XenTegra	WBE, DBE, VOSB	Grand Junction	CO
Xerex Network Technologies	SB	Los Angeles	CA
XNT Systems		Los Angeles	CA
Xtek Partners		Columbus	OH
Zaphyr Technologies	MBE, SBE	Parsippany	NJ
ZDAAS, LLC	WOSB, SMB, HUBzone	Baltimore	MD
Zeno		Tampa	FL
Zepol Productions Inc. DBA Altnet		Costa Mesa	CA
Zepol Productions, Inc. DBA KiloTech		Round Rock	TX
Zones		Auburn	WA
Zunesis		Englewood	CO

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3M	Computer Security Products	Hewlett Packard Enterprise **	MyCena	Sharegate
5 Point Solutions	CoNarrative	HP Inc **	NanoLumens	SimplyNUC
7 SIGNAL Inc.	Contex America **	HSM of America	NCP Engineering	SIOS
Absolute Software	CoreView USA	Humanscale	NetAlly	SKB (Stephen Gould)
Accortec	cPacket	HyperSign	Netgear	SMK-Link
ADATA Technology	Cradlepoint **	Hyundai IT	Netmotion Wireless	Sony Corp
Add-On Computer	CRU-Dataport	Hyve	Netsurion	SpacePole, Inc.
Adesso	CyberPower	iKey	Novastar	Speco
Agosto, Inc	D&R Electronics	Infortrend	Nvidia Corp	StarTech.com LTD.
Airgain	Da-Lite	Innovative Office	Obsidian Integration	StorageCraft
ALE USA – Alcatel	Das Keyboard	Incipio	One World Touch	Stratus
Allied Telesis **	Datacore Software	IOGear	Otter Products	SunBrite TV
APC	Dataram Corp	i-PRO Americas Inc.	Overland Storage	Synchrotech
Apricorn	Dell (SLED only)	iStarUSA	Paessler	SYNNEX Corp
ATDEC	DH2i	iStorage	Palo Alto Networks (SLED only)	SYNNEX PrintSolv
ATEN	D-Link	ITG	Panorama Antennas	TAG Global
ATS – Alternative Technology Solutions	Digi International	IX Systems	Panasonic **	Targus
Autel Robotics	Digitalware	Kanguru	Paragon Software	Team One Networking
Avocor	DTG – Definitive Technology Group	Kantek	Parsec	Texthelp
AVTEQ	Durabook	Kensington	Patrol PC	The Joy Factory
Axiom	Eaton	Keyight	PC Matic	Elite Tech
B+B Smartworx	Edge Memory	Kinesis Corp	Pexip	Total Micro Technologies
Barracuda Networks **	Edgeway	Kramer	Pivot 3 Inc.	Transcend
Belkin	Encore Networks	Laplink	Planar	TRENDnet
BenQ	ENET Solutions	Lenovo	Plantronics	Tripp Lite
Bitglass	Engenius	Lexmark	Powergistics	Troy Group
Black Box Network Services	Enovate IT	LG Electronics	Premium Compatibles	Unirise
BrainBoxes Ltd	Envoy Data	LifeSize **	Prestige International	Unitech
Bretford	Ergotech Group, Inc.	Lind Electronics	PrinterLogic	Vaddio
Manufacturing	Ergotron	Link Depot	Printronic AutoID	Veeam
Bridge Communications	Erwin	Linksys	Promise Technology	Veracity
Brother Int'l	Evault	Logitech	Protec Scientific	Verbatim Americas
BTI	Evoluent	Mainpine	Qlogic	Vertiv
Buffalo Americas	Evolve III	Make Sense	QNAP	VIDIZMO
C2G	Extreme Federal	Man and Machine	Quantum	Viewsonic
Capsa Healthcare	Eyesafe	Mellanox	Quark	Visioneer
Centon Electronics	Fellowes	microMICR	RapidDeploy	Vivotek
Check Point Software Technologies	Firemon	MicroPac Technologies	<NEW> Raritan	VS and Associates
Cherry Americas	Formax	Microsoft Surface **	ReadyDock	VXL Instruments
Chief Manufacturing	Fudo Security	Middle Atlantic Products	RedyRef	Wasp Barcode Technologies
Cigent	FujiFilm	Mimo Monitors	Retrospect	Watchguard **
Cinemassive	Getac	Mirantis (Docker) **	Rittal	West Point
CI - Computer Instruments	GFI Software	MobileDemand	Roqos	Western Digital
	Global Knowledge	MobileMark	Ruckus Wireless **	Williams Software (Smartrack) **
	Goldtouch	Mobile Tech	Samsung	Wireless Guardian
	Gvision	MooreCo, Inc	Sangoma (Digium)	Xerox
	GVS (Getac Video)	Moshi	SDV Solutions	Zebra **
	HID Global	MultiTech	Seagate	Zyxel Corp
			Seal Shield	
			SecureData	

WHEREAS, one of the primary missions of the task force is to disrupt the illicit drug trafficking activity in the Jackson area by immobilizing targeted violators and trafficking organizations; and

WHEREAS, a joint effort is essential to enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecution avenues by which to convict and incarcerate these offenders.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the HIDTA State and Local Task Force Agreement with the United States Department of Justice Drug Enforcement Administration that will cover the costs of overtime of the JPD officer assigned to the task force on a reimbursement basis.

IT IS FURTHER ORDERED that the Chief of Police is authorized to execute and return the DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements to secure the federal funds to support JPD and the HIDTA staff and local task force.

Council Member Banks moved adoption; Council Member Hartley seconded.

President Foote recognized Tyrone Buckley, Deputy Chief of Major Investigations of the Jackson Police Department 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 – None.
Absent – Stokes.

ORDER REVISING THE FISCAL YEAR 2022-2023 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-35-25 of the Mississippi Code authorizes the governing authorities of a municipality to transfer at any time during the fiscal year sums remaining and not needed in any fund or account to funds or accounts where needed by order to such effect entered upon their minutes; and

WHEREAS, the Jackson Police Department has identified funds in the amount of \$673,561.81 in the budgeted salaries account which will not be expended because of a reduction in overtime expenditures; and

WHEREAS, the unexpended funds are needed for the purchase of data processing equipment, photo and video equipment, body worn cameras, in-car dash cameras, and other equipment needed by the crime lab and other law enforcement units within the Jackson Police Department; and

WHEREAS, Section 21-35-25 requires that amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund to be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

WHEREAS, the Jackson Police Department believes that revising its budget to transfer funds from the budgeted salaries account to other accounts to be used as stated promotes and serves public safety interests; and

WHEREAS, the Jackson Police Department recommends that its fiscal year 2022-2023 budget be revised as follows:

Account # transfer from	Amount to transfer
001.442.40.6111	\$419,519.10
001.442.20.6111	\$109,750.00
001.442.40.6111	\$69,960.00
001.442.35.6111	\$82,881.00
	Total \$682,110.10

Account # receiving transfer	Amount received in account
001.442.10.6847	\$183,296.29
001.442.10.6852	\$208,081.70
001.442.10.6855	\$290,732.11
	Total \$682,110.10

WHEREAS, the Jackson Police Department has assessed the proposed amendment and determined that the revision does not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication.

IT IS HEREBY ORDERED that the Jackson Police Department's fiscal year 2022-2023 budget may be revised as set forth in this order.

IT IS HEREBY ORDERED the provisions of this order shall not be construed as negating the procurement requirements set forth in the state purchasing laws.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Foote recognized Juan Gray, Grants Division of the Jackson Police Department, 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 – None.

Absent – Stokes.

ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain repair services and parts necessary for the operation and maintenance of city vehicles and equipment used by the Jackson Police Department; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repair services and parts was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

ORDER AMENDING THE JANUARY 17, 2023 ACTION OF THE JACKSON CITY COUNCIL WHICH AUTHORIZED THE REVISION OF THE 2022-23 MUNICIPAL BUDGET OF THE JACKSON POLICE DEPARTMENT.

WHEREAS, the governing authorities for the City of Jackson authorized the revision of the municipal budget for the Jackson Police Department on January 17, 2023; and

WHEREAS, the order submitted to the Council contained an error in the second paragraph regarding the amount of the funds which would not be expended; and

WHEREAS, the second paragraph indicated that the unexpended amount would be \$673,561.81 and should have indicated that the unexpended amount would be \$682,110.10; and

WHEREAS, the order contained correct amounts for the accounts from which funds would be transferred but contained incorrect account numbers and amounts for the accounts receiving transfers;

WHEREAS, the order incorrectly indicated the following information:

Account # receiving transfer	Amount received in account
001.442.10.6847	\$183,296.29
001.442.10.6852	\$208,081.70
001.442.10.6855	\$290,732.11
Total	\$682,110.10

WHEREAS, the correct information for the accounts and sums to be transferred are indicated below:

Account # receiving transfer	Amount received in account
001.442.10.6855	\$12,800.00
001.442.10.6224	\$481,113.81
001.442.10.6419	\$ 4,900.00
001.442.10.6242	\$183,296.29
TOTAL	\$682,110.10

WHEREAS, the best interest of the City of Jackson would be served by amending the action taken by the Jackson City Council on January 17, 2023 concerning the revision of the Jackson Police Department's budget as stated in this order; and

WHEREAS, the amendment will not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication;

IT IS HEREBY ORDERED that the January 17, 2023 action of the Council which authorized the revision of the municipal budget of the Jackson Police Department be amended to correct the amount of unexpended funds and the account and sums receiving transfers as noted.

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

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

Nays – None.

Absent – Stokes

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on March 14, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY DISTRICT ATTORNEY'S OFFICE TO SUPPORT THE LOCAL LAW ENFORCEMENT CRIME AND GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE

OFFICE DEPUTY CLERK
7/20/23
KLM

WHEREAS, the City of Jackson applied for and was awarded funding by the Office of Justice Programs pursuant to the 2022 BJA FY 22 *Local Law Enforcement Crime Gun Intelligence Center Integration Initiative*; and

WHEREAS, the purpose of the initiative is to address firearm-related crime and forensics through the establishment of Crime Gun Intelligence Centers (CGICs); and

WHEREAS, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime; and

WHEREAS, in accordance with Award Number 15PBJA-22-GG-01758-JAGP, the City of Jackson was awarded funding in the amount of \$675,000.00; and

WHEREAS, the following activities are excluded from the program: (a) new construction; (b) any renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (c) a renovation which will change the basis prior use of a facility or significantly change its size; (d) research and technology whose anticipated and future application could be expected to affect the environment or; € implementation of a program involving the use of chemicals; and

WHEREAS, the period of performance for the grant was established as October 1, 2022 through September 30, 2025; and

WHEREAS, all recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee; and

WHEREAS, recipients of the award must work with ATF to collaborate on the immediate collection, management, and analysis of crime gun evidence such as shell casings and test fires of unlawfully used firearms recovered in real time to identify criminal shooters, disrupt criminal activity, and prevent future violence; and

WHEREAS, a key component of the CGIC is the collaborative meeting with local, state, and federal partners to review intelligence and information on recent shootings and National Ballistics Information Network (NIBIN) leads; and

WHEREAS, among the deliverables to be provided by the City of Jackson at the conclusion of the grant is a collaborative working group – the CGIC integration team, including representatives from ATF, local police, probation and parole, prosecuting attorneys, U.S. Attorney's office, crime laboratory, crime analysts, community groups, and academic organizations; and

WHEREAS, the working group must be formed using an MOU detailing partner roles and responsibilities; and

WHEREAS, the Hinds County District Attorney's Office employs and utilizes prosecuting attorneys, which are among the class of persons identified in the working group; and

WHEREAS, pursuant to the terms and conditions of the grant, the City of Jackson and the Hinds County District Attorney's Office are entering into this MOU, which sets forth the roles and responsibilities of each as follows:

RESPONSIBILITIES:

The City of Jackson, acting through its law enforcement agency, shall be responsible for the following:

- (1) Form an executive steering committee to develop the CGIC;
- (2) Develop processes and procedures for the CGIC in collaboration with the Hinds County Sheriff's Department, the U.S. Department of Justice's Bureau of Alcohol Tobacco and Firearms, the Hinds County District Attorney's Office, and the U.S. Attorney's Office;
- (3) Forwarding gun-related crimes for intelligence and research analysis within the CGIC;
- (4) Developing a training program for officers, investigators, and prosecutors once CGIC processes and procedures are developed;
- (5) Provide gun safety education within the community;
- (6) Installing cameras at the existing real-time crime center;
- (7) Hiring a firearm toolmark individual dedicated to supporting the effective investigation and prosecution of violent crimes involving a firearm;
- (8) Assign two investigative analysts to its Major Crimes Investigation Division to assist with National Ballistic Information Network evidence leads;
- (9) Collaborate with the CGIC participants on developing a sustainable plan to continue once after the grant performance period terminates;
- (10) Conduct monthly review meetings with stakeholders;
- (11) Communicate successes to the NIBIN site;
- (12) Submit performance measures data and performance reports required by the Office of Justice Programs;
- (13) Submitting a final analysis report describing the CGIC implementation and outcome; and
- (14) Allocate and provide twenty percent (20%) of the funds awarded to the Hinds County District Attorney's office to ensure that it has the ability to track and prioritize CGIC cases. Funds allocated be used for technology, tools, data collection and analysis because tracking the final outcome of cases generated from NIBIN and the ATF Electronic Tracing System (eTrace) is critical.

HINDS COUNTY DISTRICT ATTORNEY'S OFFICE:

- (1) Expend the allocated funds received from the City of Jackson in accordance with the provisions of the grant to ensure that it tracks and prioritizes the CGIC cases;
- (2) Participate in quarterly meetings held by the CGIC;
- (3) Cooperate with the United States Attorney's Office on the integration of prosecutions;
- (4) Employ and assign an analyst to support the prosecution of cases arising from the CGIC established pursuant to the grant;
- (5) Provide information when requested by the City of Jackson and/or its law enforcement agency related to its work and performance and use of funds;
- (6) Participate in monthly reviews with stakeholders;
- (7) Collaborate with other entities and persons working within the CGIC to ensure the success of the CGIC;
- (8) Assist in the development of procedures for the CGIC;
- (9) Assist in the development of a sustainable plan for the CGIC.

IT IS THEREFORE ORDERED for the Mayor to execute a Memorandum of Understanding with the Hinds County District Attorney's Office to support the Local Law Enforcement Crime and Gun Intelligence Center Integration Initiative.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 11, 2023

DATE

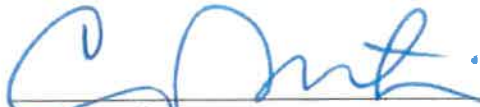
POINTS		COMMENTS																																								
1.	Brief Description/Purpose	Order Authorizing the Mayor to execute a memorandum of understanding with the Hinds County District Attorney's Office to Support the Local Law Enforcement Crime and Gun Intelligence Center Integration Initiative																																								
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	City of Jackson																																								
4.	Benefits	To improve the conviction rate within the city of Jackson and to provide the Jackson Police Department with new technology to fight crime. .																																								
5.	Schedule (beginning date)	Immediately upon approval																																								
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.																																								
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant <input type="checkbox"/>	Jackson Police Department																																								
8.	COST	No Cost																																								
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	United States Department of Justice BJA Local Law Enforcement Crime Gun Intelligence Center Grant.																																								
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	AABE	_____ %	WAIVER	yes	___	no	___	N/A	WBE	_____ %	WAIVER	yes	___	no	___	N/A	HBE	_____ %	WAIVER	yes	___	no	___	N/A	NABE	_____ %	WAIVER	yes	___	no	___	N/A
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HBE	_____ %	WAIVER	yes	___	no	___	N/A																																			
NABE	_____ %	WAIVER	yes	___	no	___	N/A																																			

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY DISTRICT ATTORNEY'S OFFICE TO SUPPORT THE LOCAL LAW ENFORCEMENT CRIME AND GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

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

7/26/23

Date



Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Aug 1 Rec'd E. R. Hearn
Assistant Chief of Police
Vacant *Aug 7/23*

Memorandum

To: Joseph Wade, Interim Chief of Police *JW 8.2.23*

Via: Deric Hearn, Deputy Chief of Police, Administrative Services Bureau *DA 8/1/23 Approved*
Cleopatra Norris, JPD Fiscal Manager *CN 8/1/23*

From: Juan Gray, Grants Unit *JG 7/26/23*

Date: Tuesday, July 26, 2023

Re: Order Authorizing the Mayor to Execute a MOU with Hinds County DA to Support the CGIC Grant

I am requesting that the attached Memorandum of Understanding (MOU) with Hind County District Attorney's Office to support the Local Law Enforcement Crime Gun and Intelligence Center Integration Initiative.

As the recipient of the award we must work with ATF to collaborate on the immediate collection, management, and analysis of crime gun evidence such as shell casings and test fires of unlawfully used firearms recovered in real time to identify criminal shooters, disrupt criminal activity, and prevent future violence.

Among the deliverables to be provided at the conclusion of this grant, by the Jackson Police Department is a collaborative working group – the CGIC team, including representatives from ATF, local police, probation and parole, prosecuting attorneys, U.S. Attorney's Office, crime laboratory, crime analysts, community groups, and academic organizations and these workings groups will have partner roles and responsibilities.

Therefore, I am requesting that this MOU between Hinds County DA's Office and JPD be approved as a council agenda item to support the CGIC grant award See Attached.)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF JACKSON, MISSISSIPPI AND THE
HINDS COUNTY DISTRICT ATTORNEY'S OFFICE**

RECITALS

WHEREAS, the City of Jackson applied for and was awarded funding by the Office of Justice Programs pursuant to the 2022 BJA FY 22 *Local Law Enforcement Crime Gun Intelligence Center Integration Initiative*; and

WHEREAS, the purpose of the initiative is to address firearm-related crime and forensics through the establishment of Crime Gun Intelligence Centers (CGICs); and

WHEREAS, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime; and

WHEREAS, in accordance with Award Number 15PBJA-22-GG-01758-JAGP, the City of Jackson was awarded funding in the amount of \$675,000.00; and

WHEREAS, the following activities are excluded from the program: (a) new construction; (b) any renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (c) a renovation which will change the basis prior use of a facility or significantly change its size; (d) research and technology whose anticipated and future application could be expected to have an effect on the environment or; (e) implementation of a program involving the use of chemicals; and

WHEREAS, the period of performance for the grant was established as October 1, 2022 through September 30, 2025; and

WHEREAS, all recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee; and

WHEREAS, recipients of the award must work with ATF to collaborate on the immediate collection, management, and analysis of crime gun evidence such as shell casings and test fires of unlawfully used firearms recovered in real time to identify criminal shooters, disrupt criminal activity, and prevent future violence; and

WHEREAS, a key component of the CGIC is the collaborative meeting with local, state, and federal partners to review intelligence and information on recent shootings and National Ballistics Information Network (NIBIN) leads; and

WHEREAS, among the deliverables to be provided by the City of Jackson at the conclusion of the grant is a collaborative working group – the CGIC integration team including representatives from ATF, local police, probation and parole, prosecuting attorneys, U.S. Attorney's office, crime laboratory, crime analysts, community groups, and academic organizations; and

WHEREAS, the working group must be formed using an MOU detailing partner roles and responsibilities; and

WHEREAS, the Hinds County District Attorney's Office employs and utilizes prosecuting attorneys, which are among the class of persons identified in the working group; and

WHEREAS, pursuant to the terms and conditions of the grant, the City of Jackson and the Hinds County District Attorney's Office are entering into this MOU which sets forth roles and responsibilities of each as follows:

RESPONSIBILITIES:

The City of Jackson acting through its law enforcement agency shall be responsible for the following:

- (1) Form an executive steering committee to develop the CGIC;
- (2) Develop processes and procedures for the CGIC in collaboration with the Hinds County Sheriff's Department, the U.S. Department of Justice's Bureau of Alcohol Tobacco and Firearms, the Hinds County District Attorney's Office, and the U.S. Attorney's Office;
- (3) Forwarding gun related crimes for intelligence and research analysis within the CGIC;
- (4) Developing a training program for officers, investigators, and prosecutors once CGIC processes and procedures are developed;
- (5) Provide gun safety education within the community;
- (6) Installing cameras at the existing real time crime center;
- (6) Hiring a firearm toolmark individual dedicated to supporting the effective investigation and prosecution of violent crimes involving a firearm;
- (7) Assign two investigative analysts to its Major Crimes Investigation Division to assist with National Ballistic Information Network evidence leads;
- (8) Collaborate with the CGIC participants on developing a sustainable plan to continue once after the grant performance period terminates;
- (9) Conduct monthly review meetings with stakeholders;
- (10) Communicate successes to the NIBIN site;
- (11) Submit performance measures data and performance reports required by the Office of Justice Programs;
- (12) Submitting a final analysis report describing the CGIC implementation and outcome;

(13) Allocate and provide twenty percent (20%) of the funds awarded to the Hinds County District Attorney's office to ensure that it has the ability to track and prioritize CGIC cases. Funds allocated be used for technology, tools, data collection and analysis because it is critical to track the final outcome of cases generated from both NIBIN and the ATF Electronic Tracing System (eTrace).

HINDS COUNTY DISTRICT ATTORNEY'S OFFICE:

- (1) Expend the allocated funds received from the City of Jackson in accordance with the provisions of the grant to ensure that it tracks and prioritizes the CGIC cases;
- (2) Participate in quarterly meetings held by the CGIC;
- (3) Cooperate with the United States Attorney's Office on the integration of prosecutions;
- (4) Employ and assign an analyst to support the prosecution of cases arising from the CGIC established pursuant to the grant;
- (5) Provide information when requested by the City of Jackson and/or its law enforcement agency related to its work and performance and use of funds;
- (6) Participate in monthly reviews with stakeholders;
- (7) Collaborate with other entities and persons working within the CGIC to ensure the success of the CGIC;
- (8) Assist in the development of procedures for the CGIC;
- (9) Assist in the development of a sustainable plan for the CGIC.



Jody E. Owens, II
Hinds County District Attorney



Date

Choke Lumumba, Mayor of City of Jackson

Date

26

ORDER TO AUTHORIZE AN AGREEMENT WITH JOSEPHINE'S KITCHEN LP FOR FOOD SERVICES IN PROVIDING MEALS FOR THE JACKSON POLICE DEPARTMENT TRAINING ACADEMY 69TH RECRUIT CLASS

OFFICE OF THE ATTORNEY GENERAL
MISSISSIPPI

WHEREAS, the City of Jackson Police Department is conducting a 12-week recruit class to train and certify new police officers; and

WHEREAS, the police recruits are housed in the barracks of the City of Jackson Police Training Academy during the week and are released on Friday prior to 6:00 p.m. and must return on Sunday evening by 7:00 p.m.; and

WHEREAS, because the recruits are mandated to remain onsite except for the weekend release, meals will be furnished; and

WHEREAS, the Mississippi Attorney General has previously opined that agreements for the procurement of professional or personal services are not subject to the purchasing laws codified at Section 31-7-13 of the Mississippi Code and any process may be used to procure; (*See Haley Broom Opinion # 2018-00443 issued January 18, 2019*); and

WHEREAS, the Mississippi Attorney General has recommended that governing authorities use some form of a competitive process for personal or professional service contracts to ensure that it is receiving best value for the cost and the appearance of favoritism of specific contractors; *See footnote Haley Broom Opinion # 2018-00443 issued January 18, 2019*); and

WHEREAS, the Jackson Police Department solicited quotes from Lillies's Restaurant located at 412 Highway 80 East in Clinton, Mississippi and Josephine's Kitchen located at 4638 Hanging Moss Road, Jackson, Mississippi; and

WHEREAS, Lillie's Restaurant submitted the following quote for the provision of the meals:

Breakfast: \$9.00 per person Monday through Friday
Lunch: \$12.00 per person Monday through Friday
Dinner: \$15.00 per person Monday through Friday

WHEREAS, Josephine's Kitchen LP, d/b/a Josephine's Kitchen submitted the following quote for the provision of the meals:

Breakfast: \$9.00 per person Monday through Friday
Lunch: \$11.00 per person Monday through Friday
Dinner: \$13.00 per person Monday through Thursday

WHEREAS, the quote received from Josephine's Kitchen LP was the lowest and best quote received; and

WHEREAS, the twelve -week period will run from August 27 through November 17, 2023; and

WHEREAS, dinner is not served on Friday evenings; and

WHEREAS, no meals are served on Saturday or Sunday; and

WHEREAS, the estimated total cost of the meals to be provided is \$20, 000.00; and

Agenda Item # 26
August 15, 2023
Wade, Lumumba

WHEREAS, the monies in account # **001.442.26.6419** are adequate to pay for the services anticipated to be provided; and

IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into an agreement with Josephine's Kitchen to provide food services to the City of Jackson Police Training Academy for the 69th Police Recruit Class and to pay Josephine's Kitchen in an amount **not to exceed \$20,000**.

APPROVED FOR AGENDA:

Agenda Date _____

Agenda Item # _____

By: WADE LUMUMBA

WADE LUMUMBA
CITY ATTORNEY

P O I N T S		C O M E N T S	
1.	Brief Description/Purpose	ORDER TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND JOSEPHINE’S KITCHEN LP FOR FOOD SERVICES IN PROVIDING MEALS FOR THE JACKSON POLICE DEPARTMENT TRAINING ACADEMY 69 TH RECRUIT CLASS.	
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 & QUALITY OF LIFE	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits	THE JACKSON POLICE DEPARTMENT WILL BE ABLE TO PROVIDE MEALS FOR THE 69 TH POLICE RECRUIT CLASS.	
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS	CITYWIDE N/A
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT	CITY LEGAL
8.	COST	Not to Exceed \$20,000.00	
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 001.442.26.6419	
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 ___



Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

To: Mayor Chokwe A. Lumumba
City of Jackson

From: Interim Chief Joseph Wade
Jackson Police Department

Date: August 8, 2023

Re: **Agenda Order authorizing a catering contract between Josephine's Kitchen and JPD Training Academy**

Submitted for your approval is an order authorizing the City of Jackson to enter into a catering contract between JPD Training Academy and Josephine's Kitchen for catering services. The Jackson Police Department is conducting a 12-week recruit class starting August 27, 2023, to train and certify new police officers. The recruits for the 69th Recruit Class will resume the traditional overnight stay format at the Training Academy; and, the catering services will be essential to providing nutritious meals to the recruits and staff.

Josephine's Kitchen LP, d/b/a Josephine's Kitchen, will provide meals at \$9.00 per person per breakfast meal Monday through Friday, \$11 per person per lunch meal Monday through Friday, and \$13.00 per person per dinner meal Monday through Thursday from August 27, 2023, through November 17, 2023, in an amount not exceeding \$20,000.00. Funds are currently available in the department's general fund.

If more action or information is needed, please advise.

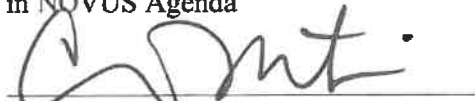
:sb

Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor to Execute An Agreement With Josephine's Kitchen LP For Food Service For the Jackson Police Department 69th Recruit Class is legally sufficient for placement in NOVUS Agenda



Catoria Martin, City Attorney



Carrie Johnson, Senior Deputy City Attorney

8/9/23
Date

OFFICE OF THE CITY ATTORNEY
Catoria Martin



Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Aug 8, 2023 Rec'd & Returned to cr
Assistant Chief of Police
Vacant *D.H. Hearn*

Memorandum

To: Joseph Wade, Interim Chief of Police *J.W. Wade*

Via: Deric Hearn, Deputy Chief of Police, Administrative Services Bureau *D.H. 8-8-2023 APPROVED*

From: Michael X. Outland, Sr., Captain Administrative Services Bureau *M.O. 8-8-23*

Date: Tuesday, August 8, 2023

Re: Meal Services for Training Academy

It is recommended that the order to authorize an agreement between The Jackson Police Department and Josephine's Kitchen LP for food services for providing meals Jackson Police Department 69th recruit training class be approved. The funds are currently available in the department's general fund. These services will be essential to providing nutritious meals to our incoming police recruit and allow this class to be conducted in the traditional overnight stay format.

CN 8/8/2023

RECEIVED
AUG 08 2023
FISCAL AFFAIRS

001.442.24.6419

Josephine's Kitchen, LP
4638 Hanging Moss Road
Jackson, Mississippi 39206

August 7, 2023

Catering Contract

THIS CATERING CONTRACT ("Contract") is made and entered into on August 2023, by and between The City of Jackson Police Department Training Academy 3000 St. Charles St, Jackson, MS 39209 (hereinafter referred to as "Client"), AND Josephine's Kitchen, LP, 4638 Hanging Moss Road, Jackson, Mississippi 39206 (hereinafter referred to as "Caterer").

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Term

Client and Caterer agree that this Contract between the parties is for catering services that shall commence on _____, at _____ and catering services shall continue until _____, at _____.

Said contract may be extended and/or renewed by contract of all parties in writing thereafter.

2. Services Provided

a. Client hereby agrees to engage the Caterer to provide Client with the following services:

- Cooking the agreed upon menu items for the event
- Menu items must be completely prepared and ready for pickup at 8am for breakfast, 11 am for lunch, and 4pm for dinner or otherwise specified.
- The client will pick up prepared foods from the Caterer's located at 4638 Hanging Moss Road, Jackson, Mississippi 39206.

3. Event Details

- a. This event shall begin on _____.
- b. The event will be located at 3000 St. Charles St, Jackson, MS 39209.
- c. The prices quoted in this Contract and the amount of food prepared and any other necessary preparations are made based on an estimate of 20 students and 5 instructors in attendance at the event. It is the anticipation of both parties that all food items prepared shall be adequate to satisfy 25 adults.

Should the number of adults decrease above the agreed upon 25 adults, the client will notify the Caterer One (1) week in advance to modify agreed upon services and payment.

4. Menu to be Served

Breakfast

Monday/Wednesday/Friday

Sausage, Eggs, & Grits/ Oatmeal

Tuesday/Thursday

Breakfast Sandwiches / Oatmeal

Lunch

Monday/Wednesday/Friday

Grilled Chicken Salad

Chef Salad

Fried Fish Salad

Tuesday/Thursday

Turkey Wrap /Corn on Cob

Grilled Chicken Wrap /Corn on cob

Dinner

Monday/Wednesday

Mashed Potatoes /Yams

Green Beans /Broccoli

Grilled Fish /Grilled Chicken

Roll

Caterer reserves the right to make small changes to the menu only if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

5. Consideration and Payment Terms

In exchange for the specified service, the client shall pay the Caterer a total sum of \$9 per breakfast, \$11 per lunch, & \$13 per dinner

per daily (\$825 M-Th, \$500 F); or

per week (\$1325)

6. Additional Services

Client agrees to pay for any and all additional services requested by the client not included in this Contract.

Any additional services requested shall be made by the client in writing.

7. Independent Contractor

It is agreed that Caterer shall perform the specified work as an independent contractor. The Caterer shall maintain his or her own independent business and shall use his or her own tools and equipment.

8. Force Majeure

Caterer shall not be liable for the losses resulting from nonfulfillment of any terms or provisions of this Contract, if Caterer shall be prevented or delayed from performing in whole or in part because of war, riot, strike, or flood or by any other act or occurrence not within the reasonable control of Caterer, which it could not prevent.

9. Cancellation

This Agreement is valid from _____ to _____. Unless terminated as provided herein, this agreement will be extended upon services provided herein. The Client or Caterer may terminate without cause upon thirty (30) days written notice. In the event the of termination without cause, Client agrees to pay Caterer for all services provided up to the date of termination.

10. Insurance and Indemnification

Caterer shall procure and maintain in full force and effect during the term of this Contract a general liability insurance policy. Client agrees to indemnify and hold harmless Caterer for any damage, theft or loss of Caterer's property (including without limitation, equipment, plates, utensils and motor vehicles) occurring at the event that is caused by guests attending the event.

11. Rules and Regulations

Caterer shall work in compliance with all Hinds county health department rules and regulations with regard to hygienic preparation and service of food.

12. Assignment

This Contract shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Contract shall inure to the benefit of and be binding on the successors and assigns of the respective parties

13. Entire Contract

This Contract constitutes the entire contract of the parties with respect to the subject matter, and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

14. Applicable Law

This Contract shall be construed under and in accordance with the laws of Mississippi. Any and all disputes arising under or related to this Agreement shall take place and have venue in the courts in Hinds County, Mississippi.

15. Attorney Fees

If either party institutes suit or other action against the other to enforce this contract or seek damages with respect to default of obligations hereunder, party ruled in favor shall be entitled to recover all costs and reasonable attorney's fees.

15. Signatories

This Contract shall be signed on behalf of Jackson Police Department Training Academy by _____ and on behalf of Josephine's Kitchen, LP by _____ and shall be effective as of the date first written above.

Executed and delivered by its duly authorized representative as of the date first written above

By: _____ Date: _____
Jackson Police Department

By: _____ Date: _____
Josephine's Kitchen, LP

ESTIMATE



Josephine's Kitchen
4638 Hanging Moss Rd, Jackson, MS 39206,
UNITED STATES
josephinekitchen@att.net; Website:
www.josephineskitchenms.com

Estimate No#: 0002

Estimate Date: Jul 31, 2023

\$1,325.00
ESTIMATED AMOUNT

BILL TO

cvance@city.jackson.ms.us

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Monday - Thursday Breakfast - 25 Per day, Served Monday - Thursday 20 students and 5 instructors	25	\$9.00	\$225.00
2	Monday - Thursday Lunch - 25 Per day, Served Monday - Thursday 20 students and 5 instructors	25	\$11.00	\$275.00
3	Monday - Thursday Dinner - 25 Per day, Not served on Fridays 20 students and 5 instructors	25	\$13.00	\$325.00
4	Friday Breakfast - 25 Per day, Served Friday 20 students and 5 instructors No Dinner served on Friday's	25	\$9.00	\$225.00
5	Friday Lunch - 25 Per day, Served Friday 20 students and 5 instructors No Dinner served on Friday's	25	\$11.00	\$275.00
			Subtotal	\$1,325.00
			TOTAL	\$1,325.00 USD

NOTES TO CUSTOMER

Monday - Thursday 3 meals per 20 recruits/5 instructors

Friday - 2 meals per 20 recruits/5 instructors

350 meals per week @ \$825 Mon-Thurs & \$500 on Fridays

Michael Outland

From: Christian Vance
Sent: Tuesday, August 8, 2023 7:38 AM
To: Deric Hearn
Cc: Michael Outland
Subject: Fw: Proposed Menu

From: Lee Vance <josephinekitchen@att.net>
Sent: Monday, August 7, 2023 9:29 PM
To: Christian Vance <cvance@city.jackson.ms.us>
Subject: Proposed Menu

Breakfast
M/W/F
Bacon, Eggs, & Grits/ Oatmeal
Tues/Thurs
Breakfast Sandwiches / Oatmeal

Lunch
M/W/F
Grilled Chicken Salad
Chef Salad
Fried Fish Salad
Tues/Thurs
Grilled Fish Wrap/Corn on Cob
Grilled Chicken Wrap/Corn on cob

Dinner
M/W
Mashed Potatoes/ Yams
Green Beans/Broccoli
Grilled Fish/Grilled Chicken
Roll

[Sent from AT&T Yahoo Mail on Android](#)



You accepted an estimate from Lillies Restaurant & Catering

Estimate accepted August 8, 2023
Confirmation sent to cvance@city.jackson.ms.us

We look forward to working with you.

Customer
Captain Christian Vance
Jackson Police Academy
cvance@city.jackson.ms.us
+1 (601) 502-6687
Estimate #000129
August 8, 2023
Hide full details

Proposed Police Academy Meal Plan

Breakfast (Monday- Friday for 12 weeks serving 25 per day)	
(\$9.00 ea.) × 1,500	\$13,500.00
Lunch (Monday - Friday for 12 weeks serving 25 per day)	
(\$12.00 ea.) × 1,500	\$18,000.00
Dinner (Monday - Thursday for 12 weeks serving 25 per day)	
(\$14.00 ea.) × 1,200	\$16,800.00
Subtotal	\$48,300.00
Total	\$48,300.00

Lillies Restaurant & Catering
lilliesrestaurantandcatering@gmail.com

+1 (601) 573-7465

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[Square Privacy Policy](#) | [Security](#)

Jackson Police Academy Weekly Meal Menu

By: Lillie's Restaurant

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1					
Breakfast	Biscuit Country Fried Steak White Gravy Scrambled Eggs Rice	Muffin Breakfast Frittata Vanilla Yogurt Granola	Waffle Fried Chicken Tender Scrambled Eggs Mixed Berry	Bagel Grilled Steak W//Onion Eggs W/ Cheese Hashbrowns	Cinnamon Roll Ham Breakfast Potatoes Fresh Fruit
Lunch	Fried Chicken Macaroni & Cheese Green Beans Roll	Brisket Grilled Cheese House Salad Fried Okra Texas Toast	Stuffed Bell Pepper Carrot Souffle Broccoli & Cauliflower Roll	Chicken Philly Steak Fries Blackeye Pea Salad Hoagie Bun	Fried Catfish Collard Greens Coleslaw Cornbread
Dinner	Red Beans W/ Sausage Rice Maque Choux Roll Dessert	Stewed Chicken Mashed Potatoes Turnip Greens Cornbread Dessert	Grilled Pork Chop Candied Yams Green Beans Roll Dessert	Beef Goulash House Salad Squash Roll Dessert	
Week 2					
Breakfast	Toast Bacon Sausage Grits Eggs	Croissant Baked Oatmeal Bacon Sausage Mixed Fruit	Pancake Bacon Scrambled Eggs Fresh Fruit	English Muffin Ham Eggs Hashbrown	French Toast Bake Smoked Sausage Breakfast Potatoes Eggs W/ Cheese
Lunch	Steak Fritters Mashed Potatoes Green Peas Roll	Flatbread Pizza House Salad	Barbeque Pork Steak Roasted Potatoes Green Beans Roll	Ham & Turkey Tavern Sandwich Chips Pasta Salad	Chicken & Dumplings Cabbage Green Beans Cornbread
Dinner	Italian Sausage Ratatouille Creamy Polenta Roll Dessert	Baked Chicken Broccoli & Rice Casserole Turnip Greens Cornbread Dessert	Shepherd's Pie House Salad Mixed Vegetables Roll Dessert	Pulled Pork Baked Beans Coleslaw Roll Dessert	

Week 3	Breakfast	Biscuit Country Fried Steak White Gravy Scrambled Eggs Rice	Muffin Breakfast Frittata Vanilla Yogurt Granola	Waffle Fried Chicken Tender Scrambled Eggs Mixed Berry	Bagel Grilled Steak w/Onion Eggs w/ Cheese Hashbrowns	Cinnamon Roll Ham Breakfast Potatoes Fresh Fruit
	Lunch	Jerk Chicken Thighs Rice & Beans Steamed Cabbage Roll	Italian Sausage Tater Tots Coleslaw Sausage Roll	Chicken Parmesan Penne Pasta Roasted Zucchini French Bread	Bacon Cheeseburger Onion Rings Macaroni Salad Brioche Bun	Spaghetti Collard Greens Coleslaw Cornbread
	Dinner	Stewed Beef w/ Potatoes & Carrots Mashed Sweet Potatoes Green Peas Roll Dessert	King Ranch Casserole House Salad Corn Roll Dessert	Fried Pork Chop Glazed Apples Broccoli Roll Dessert	Chicken Tetrazzini House Salad Green Beans Roll Dessert	
Week 4	Breakfast	Toast Bacon Sausage Grits Eggs	Croissant Baked Oatmeal Bacon Sausage Mixed Fruit	Pancake Bacon Scrambled Eggs Fresh Fruit	English Muffin Ham Eggs Hashbrown	French Toast Bake Smoked Sausage Breakfast Potatoes Eggs w/ Cheese
	Lunch	Fried Chicken Tenderloin Macaroni & Cheese Green Beans Roll	Roast Beef w/ Grilled Onion over Baked Potato House Salad Garlic Bread	Grilled Chicken Breast Garlic Parmesan Linguine Sautéed Asparagus Roll	Hamburger Steak Rice Speckled Butter Beans Cornbread	Grilled Catfish Yellow Rice Broccoli Roll
	Dinner	Meatloaf Mashed Potatoes Green Beans Roll Dessert	Taco Bar Assorted Meat Assorted Toppings Dessert	Pork Loin Cabbage Yams Cornbread Dessert	Baked Chicken Squash Medley Skillet Potatoes Roll Dessert	

Week 5	Breakfast	Biscuit Country Fried Steak White Gravy Scrambled Eggs Rice	Muffin Breakfast Frittata Vanilla Yogurt Granola	Waffle Fried Chicken Tender Scrambled Eggs Mixed Berry	Bagel Grilled Steak w/Onion Eggs w/ Cheese Hashbrowns	Cinnamon Roll Ham Breakfast Potatoes Fresh Fruit
	Lunch	Chicken & Sausage Jambalaya House Salad Rice French Bread	Beef Quesadilla Chips & Salsa Street Corn Tortilla	Sesame Chicken Fried Rice Broccoli Egg Roll	Pulled Pork Sandwich Sweet Potato Fries Coleslaw Hawaiian Bun	Chicken Pot Pie House Salad Green Peas Roll
	Dinner	Lemon Pepper Wings Potato O'Brien Green Beans Roll Dessert	Smothered Steak Mashed Potatoes Lima Beans Cornbread Dessert	Country Style Pork Chop Field Peas Cabbage Cornbread Dessert	Stuffed Bell Pepper Carrot Souffle Turnip Greens Cornbread Dessert	
Week 6	Breakfast	Toast Bacon Sausage Grits Eggs	Croissant Baked Oatmeal Bacon Sausage Mixed Fruit	Pancake Bacon Scrambled Eggs Fresh Fruit	English Muffin Ham Eggs Hashbrown	French Toast Bake Smoked Sausage Breakfast Potatoes Eggs w/ Cheese
	Lunch	Chicken w/ Rice Casserole Broccoli Roll	Fried Catfish Roasted Potatoes Corn on Cob Hushpuppies	Barbeque Pork Chop Candied Yams Roasted Brussel Sprouts Roll	Turkey BLT w/ Fried Green Tomato Tater Tots Pasta Salad Brioche Bun	Grilled Salmon Yellow Rice Sauteed Spinach Roll
	Dinner	Lasagna House Salad Green Beans Garlic Bread Dessert	Smoked Ribs Baked Beans Potato Salad Roll Dessert	Smothered Chicken Rice Green Beans Roll Dessert	Hamburger Steak Mashed Potatoes Turnip Greens Cornbread Dessert	

27

ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION POLICE SUPPLIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF BARLIGHTS, ELECTRONIC SIRENS, SWITCH BOXES, SPEAKERS, COMMUNICATION ORGANIZERS, AND SECURITY SCREENS, AT \$4,958.00 PER UNIT, (BID NO. 05554-072523).

8/19/23
J.C.M.
CITY OF JACKSON

WHEREAS, on July 25, 2023, the Purchasing Department opened sealed bids for an eighteen-month supply of bar lights, electronic sirens, switch boxes, speakers, communication organizers, and security screens for 2022-2025 Dodge Durango SSV and Utility (SUV) Police Package, Bid No. 05554-072523; and

WHEREAS, the Jackson Police Department received two bids and recommends that the governing authorities for the City of Jackson accept the lowest and best bid; and

WHEREAS, the Jackson Police Department will use said bar lights, electronic sirens, switch boxes, speakers, communication organizers, and security screens to equip emergency vehicles and equipment; and

WHEREAS, the Jackson Police Department has reviewed all bids and recommends that the governing authorities for the City accept the bid submitted by The Southern Connection Police Supplies, LLC., with its principal office located at 274 Commerce Park Dr., Ste. M, Ridgeland, MS 39157, for an eighteen-month supply of bar lights, electronic sirens, switch boxes, speakers, communication organizers, and security screens, as the lowest and best bid; and

WHEREAS, The Southern Connection Police Supplies, LLC proposed the following prices for said items:

DESCRIPTION	Unit	Unit/Total Price
SIREN – per specifications or equal, installed	1 ea.	\$ 750 FEDERALSIGNAL/PATHFINDER PF200
100 WATT SPEAKER – per specification or equal, installed	1ea	\$229 FEDERALSIGNAL/SPEAKER ES100C W/BRACKET
Power Control Center (10 Switch Pursuit Box)- per specifications or equal, installed	1 ea.	INCLUDED FEDRAL SIGNAL/PATHFINDER PF200
LED Hide-a-ways – per specification or equal,	1 ea.	\$99

installed Mfg.		FEDERAL SIGNAL/HIDE-A-WAYS 416910Z-BW
CHARGE GUARD- per specification or equal, installed	1 ea.	INCLUDED FEDERAL SIGNAL/PATHFINDER PF200
LIGHT BAR- per specification or equal, installed	1 ea.	\$1180 FEDERAL; SIGNAL/ALLEGIANT 45"
VISOR LIGHTS(SUV and/or SEDAN) – per specifications or equal, installed	1 ea.	\$690 FEDERAL SIGNAL/SPECTRALUX ILS VEHICLE SPECIFIC DUAL COLOR
STICK LIGHT BAR(BACK WINDOW) OPTIONAL – per specifications or equal, installed	1 ea.	\$295 FEDERAL SIGNAL/LATITUDE 8HEAD
DASHBOARD LIGHTS –per specifications or equal installed	1 ea.	\$99 FS/XSTREAM WITH SHROUD
CONSOLE (Recommended for SUV)-per specification or equal, installed	1 ea.	\$564 JOTTO DESK/425-6706
PARTITIONS (cage)-per specification or equal installed	1 ea.	\$849 JOTTO DESK/ 475-0965
WINDOW BARS –per specification or equal installed	1 ea.	\$330_JOTTO DESK/475-1417
CARGO BARRIER(SUV)- per specification or equal, installed	1 ea.	\$529 JOTTO DESK/465-0822
SURFACE TAG MOUNT(GRILL LIGHTS)-per specification or equal, installed	1 ea.	\$115 FEDERAL SIGNAL/MICROPULSE LIGHTHEAD
VERTEX HIDE-A-WAY(TAIL LIGHTS)per specification or equal, installed	1 ea.	\$99 FEDERAL SIGNAL/ HIDE-A-WAYS 416910Z-BW
SURFACEMOUNT(TAGLIGHTS)per specification or equal, installed	1 ea.	\$115 FEDERAL SIGNAL/MICROPULSE LIGHTHEAD
SURFACE MOUNT(RUNNING BOARD LIGHTS)OPTIONAL, per specification or equal, installed	1 ea.	\$115 _ FEDERAL SIGNAL/MICROPULSE LIGHTHEAD
GRAND TOTAL		4958.00 *optional equipment not included in total

IT IS HEREBY ORDERED that the bid of The Southern Connection Police Supplies, LLC., 274 Commerce Park Dr., Ste. M, Ridgeland, MS 39157, received July 25, 2023, for an eighteen-month supply of bar lights, electronic sirens, switch boxes, speakers, communication organizers, and security screens (starting September 1, 2023, through February 29, 2025), be accepted as the lowest and best bid received, it is determined that said bid met the specifications.

IT IS FURTHER ORDERED that payment for said police equipment be made from the General Fund.

ITEM NO. _____

AGENDA DATE: _____

BY: WADE, JIMERSON, AND LUMUMBA

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

To: Michael Davis, Development Assistance Manager
From: Purchasing Division
Thru: City of Jackson Police Department, Cpl. George Jimerson, Fleet Manager
CC: Fidelis Malembeka, Chief Financial Officer
Date: July 26, 2023
Re: Bid Number: 05554-072523 -18 Months. Supply of Barlights, Electronic Sirens, Switch Boxes, Speakers, Communication Organizers & Security Screens

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on July 25, 2023 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
The Southern Connection Police Supplies, LLC			X	
Dana Safety Supply, Inc.				X

The source of funding is General Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

8-9-2023

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.

**TABULATION OF BIDS RECEIVED ON
EIGHTEEN-MONTH SUPPLY OF BARLIGHTS, ELECTRONIC SIRENS,
SWITCH BOXES, SPEAKERS, COMMUNICATION ORGANIZERS, AND SECURITY SCREENS
TERM: SEPTEMBER 01, 2023 THROUGH FEBRUARY 29, 2025
BID NO. 05554-072523
ADVERTISED: JULY 6, 2023 & JULY 13, 2023
OPENED: JULY 25, 2023**

CITY OF JACKSON POLICE DEPARTMENT

ACCOUNT: GENERAL FUND

ITEM	DESCRIPTION	Unit	Unit/Total Price	Unit/Total Price
<p>Jackson Police Vehicle Equipment Term Bid 2022-2025 Dodge Durango SSV and Utility (SUV) Police Package</p>				
1.	SIREN – per specifications or equal, installed Mfg. Name/Model _____	1 ea.	\$750 FEDERAL SIGNAL/PATHFINDER PF200	NO BID
2.	100 WATT SPEAKER – per specification or equal, installed Mfg. Name/Model _____	1ea	\$229 FEDERAL SIGNAL/SPEAKER ES100C W/BRACKET	NO BID
3.	Power Control Center (10 Switch Pursuit Box) - per	1 ea.	INCLUDED	NO BID

**The Southern Connection
Police Supplies, LLC
Attn: Bryan Wheeler
274 Commerce Park Dr,
Ste M
Ridgeland, MS 39157
274 Commerce Park Dr,
Ste M
Ridgeland, MS 39157
601.853.3106
[bryan@thesouthernconn
ection.com](mailto:bryan@thesouthernconn
ection.com)**

**Dana Safety Supply, Inc.
Attn: Mark Sevigny
3810 W. Osborne Ave.
Tampa, FL 33614
10362 Greenwell Springs
Rd.
Baton Rouge, LA 70814
813.348.4866
bids@danasafetysupply.com**

	specifications or equal, installed Mfg. Name/Model _____		FEDERAL SIGNAL/PATHFINDER PF200	
4.	LED Hide-a-ways – per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$99 FEDERAL SIGNAL/HIDE- A-WAYS 416910Z-BW	NO BID
5.	CHARGE GUARD— per specification or equal, installed Mfg. Name/Model _____	1 ea.	INCLUDED FEDERAL SIGNAL/PATHFINDER PF200	NO BID
6.	LIGHT BAR- per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$1180 FEDERAL; SIGNAL/ALLEGIAN 45"	NO BID
7.	VISOR LIGHTS(SUV and/or SEDAN) – per specifications or equal, installed Mfg. Name/Model- _____	1 ea.	\$690 FEDERAL SIGNAL/SPECTRALUX ILS VEHICLE SPECIFIC DUAL COLOR	NO BID
8.	STICK LIGHT BAR(BACK WINDOW) OPTIONAL – per specifications or equal, installed Mfg. Name/Model _____	1 ea.	\$295 FEDERAL SIGNAL/LATITUDE 8HEAD	NO BID
9.	DASHBOARD LIGHTS –per specifications or equal installed	1 ea.	\$99 FS/XSTREAM WITH SHROUD	NO BID
10.	CONSOLE(Recommended for SUV)-per specification	1 ea.	\$564	NO BID

	or equal, installed Mfg. Name/Model _____		JOTTO DESK/425- 6706	
11.	PARTITIONS(cage)-per specification or equal installed Mfg. Name/Model _____	1 ea.	\$849 JOTTO DESK/ 475-0965	NO BID
12.	WINDOW BARS -per specification or equal installed Mfg. Name/Model _____	1 ea.	\$330 JOTTO DESK/475- 1417	NO BID
13.	CARGO BARRIER(SUV)- per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$529 JOTTO DESK/465- 0822	NO BID
14.	SURFACE TAG MOUNT(GRILL LIGHTS)- per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$115 FEDERAL SIGNAL/MICROPULSE LIGHTHEAD	NO BID
15.	VERTEX HIDE-A-WAY(TAIL LIGHTS)per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$99 FEDERAL SIGNAL/ HIDE- A-WAYS 416910Z-BW	NO BID
16.	SURFACE MOUNT(TAG LIGHTS)per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$115 FEDERAL SIGNAL/MICROPULSE LIGHTHEAD	NO BID

17.	SURFACE MOUNT(RUNNING BOARD LIGHTS)OPTIONAL, per specification or equal, installed Mfg. Name/Model _____	1 ea.	\$115 FEDERAL SIGNAL/MICROPULSE LIGHTHEAD	NO BID
	GRAND TOTAL		4958.00 *optional equipment not included in total	NO BID
	Bid Valid for:		60 DAYS	
	Delivery		30 DAYS	
	E.B.O		Included	

MO/m

Business Services

Home (https://www.sos.ms.gov/business-services-regulation)	Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)
Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corpnwfilings/portal.aspx)	
Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx)	
User Login (https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx)	Filing Fees (https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Business Search

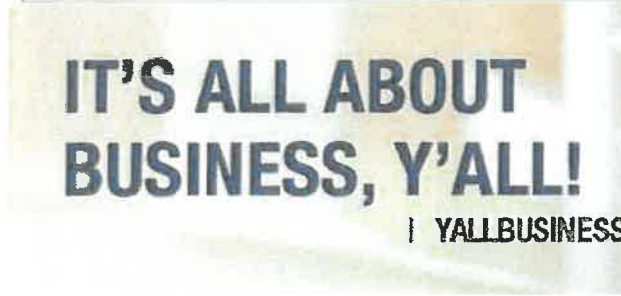
<u>Business Name</u>	<u>Business ID</u>	<u>Officer Name</u>	<u>Registered Agent</u>
Search Criteria		The Southern Connection Police Supplies, LLC	
<input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Sounds Like <input type="radio"/> Exact Match		User Actions View Filed Documents (#) Opt-in or Opt-out of Email updates (#) Print	
Business Name: the southern connection police supplies <input type="button" value="Search"/>		Name History Name The Southern Connection Police Supplies, LLC	

Search Type: Business Name	Search Sub-Type: Starting With	Name Type: Legal
Search Date: 08/09/2023 10:36	Search Thru Date: 08/07/2023	
Criteria: the southern connection police supplies	Business Information	Result(s) Count: 1

Business Name Search Results

Business Name (#)	Business ID (#)	Type (#)
The Southern Connection Police Supplies, LLC	949034	Limited Liability Company (LLC)

Business Type: Limited Liability Company
Business ID: 949034
Status: Good Standing
Effective Date: 05/06/2009
State of Incorporation: Mississippi
Principal Office Address: 274 Commerce Park Drive, Suite M RIDGELAND, MS 39157
Registered Agent: Edwards, A.M., III
 4270 I-55 North Jackson, MS 39211



Officers & Directors

Name	Title
Bryan Wheeler (portal.aspx?searchby=officer&officerName=Bryan%20Wheeler) 274 Commerce Park Drive, Suite M RIDGELAND, MS 39157	Member
Kellie Wheeler (portal.aspx?searchby=officer&officerName=Kellie%20Wheeler) 274 Commerce Park Drive, Suite M RIDGELAND, MS 39157	Member

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[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities)

[Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory)

[Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fees-forms-directory\)](https://www.sos.ms.gov/business-services/fees-forms-directory)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour)

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[📺 \(https://www.youtube.com/channel/UCPJ9PEfgCj4ljWXjufV_dlg\)](https://www.youtube.com/channel/UCPJ9PEfgCj4ljWXjufV_dlg)

Business Services

Home (https://www.sos.ms.gov/business-services-regulation)	Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)
Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corpcorpnewfilings/portal.aspx)	
Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx)	
User Login (https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx)	Filing Fees (https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Dana Safety Supply, Inc.

Business Search

User Actions

[View Filed Documents \(#\)](#) [Opt-in or Opt-out of Email updates \(#\)](#) [Print](#)

Business Name	Business ID	Officer Name	Registered Agent
Search Criteria			
<input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Sounds Like <input type="radio"/> Exact Match			
Business Name:	dana safety supply		
	<input type="button" value="Search"/>		

Name History

Name
 Dana Safety Supply, Inc.
 Fleet Safety Equipment Company

Name Ty
 Legal
 Fictitiou

Business Information

Business Type: Profit Corporation
 Business ID: 1140529
 Search Sub-Type: Starting With
 Status: Good Standing
 Search Thru Date: 08/07/2023
 Effective Date: 03/01/2018
 Results Count: 1
 State of Incorporation: FL
 Principal Office Address: 1725 MEMORIAL PARK DRIVE JACKSONVILLE, FL 32204

Business Name Search Results

Business Name (#)	Business ID (#)	Type (#)	Registered Agent	Name	Status (#)	Create Date (#)	
Dana Safety Supply, Inc.	1140529	Foreign Corporation	REGISTERED AGENT SOLUTIONS, INC (portal.aspx?)	8927 Lorraine Rd., Ste. 204-A	Good Standing	03/01/2018	1 - 1 of 1 items (#)

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Officers & Directors

Name	Title
Wanda J Hobbs (portal.aspx?searchby=officer&officerName=Wanda%C2%A0Hobbs) 4809 Koger Boulevard Greensboro, MS 27409	President
Jeffery S. Curry (portal.aspx?searchby=officer&officerName=Jeffery%C2%A0Curry) 1725 Memorial Park Drive Jacksonville, FL 32204	Vice President
Hampton H Graham (portal.aspx?searchby=officer&officerName=Hampton%C2%A0Graham) 1725 Memorial Park Drive JACKSONVILLE, MS 32204	Vice President
Alexander M. Graham (portal.aspx?searchby=officer&officerName=Alexander%C2%A0Graham) 1725 MEMORIAL PARK DRIVE JACKSONVILLE, MS 32204	Vice President

2021 Mississippi Secretary of State



Michael Watson
 SECRETARY

[David Russo \(portal.aspx?searchby=officer&officerName=David%20Russo\)](#)

[1726 Memorial Board Drive](#)
Jacksonville, FL 32204

[Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](#)

[Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fees-forms-directory\)](#)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](#)

[How Do I...? \(https://www.sos.ms.gov/how-do-i\)](#)

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[📺 \(https://www.youtube.com/channel/UCPJ9FEfgCj4jWXjrtV_d1g\)](https://www.youtube.com/channel/UCPJ9FEfgCj4jWXjrtV_d1g)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 2, 2023

DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	Order Authorizing the Acceptance of The Southern Connection Police Supplies, LLC, for the Term Bid No. 05554-072523 Eighteen Month Supply of Barlights, Electronic Sirens, Switch Boxes, Speakers Communication Organizers, and Security Screens.							
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 Neighborhood Enhancement.							
3.	Who will be affected	Jackson Police Department							
4.	Benefits	Ensure that the vendor will provide equipment and installation to police vehicles when needed.							
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	\$4,958.00 per unit							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account 001.442.40.6855							
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	_____	



Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Support Services Bureau
Vincent Grizzell, Deputy Chief of Police

*Aug 3, 2023 Rec'd
Assistant Chief of Police
and
Kokumey*

Memorandum

To: Joseph Wade, Interim Chief of Police *JW*

Via: Vincent Grizzell, Deputy Chief, Support Services Bureau *VG*

From: George Jimerson, Commander, Support Services Bureau *GJ*

Date: August 3, 2023

Re: Acceptance of Eighteen-Month Supply of Barlights and Equipment

The purpose of this memo is to accept the Bid received for the eighteen-month supply of Barlights, electronic Sirens, Switch Boxes, Speakers, Communication Organizers and Security Screens. The term is from September 01, 2023 through February 29, 2025 Bid No. 05554-072523. The Southern Connection Police Supplies, LLC 274 Commerce Park Dr. Ste M Ridgeland MS 39157 provided the lowest and best bid.

If you have any questions please contact me at 769-209-7340.



Interim Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

To: Mayor Chokwe A. Lumumba
City of Jackson

From: Interim Chief Joseph Wade
Jackson Police Department

J. Wade 8/3/2023

Date: August 3, 2023

Re: **Acceptance of 18-month term bid for bar lights and police vehicle equipment**

On July 25, 2023, the COJ Purchasing Division received the attached term bid and tabulations from Southern Connection Police Supplies, LLC, located at 274 Commerce Park Drive, Ste M, Ridgeland, MS 39157 (601.853.3106). They provided the lowest and best bid for an 18-month supply of bar lights, electronic sirens, switch boxes, speakers, communication organizers, and security screens. The term is from September 1, 2023, through February 29, 2025. It is recommended that we accept this bid (#05554-072523) at \$4,958.00 per unit.

Support Services Captain George Jimerson is the contact person at 769-209-7340.

:sb

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

S.M. 8/9/23
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION POLICE SUPPLIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF BARLIGHTS, ELECTRONIC SIRENS, SWITCH BOXES, SPEAKERS, COMMUNICATION ORGANIZERS, AND SECURITY SCREENS, AT \$4,958.00 PER UNIT, (BID No. 05554-072523) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

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

8/9/23
Date

28

OFFICE OF THE CITY ATTORNEY
2/28/23

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY AN EIGHT THOUSAND FIVE HUNDRED DOLLAR (\$8,500.00) SERVICE FEE.

WHEREAS, Section 45-11-253 of the Mississippi Code gives the Mississippi Fire Personnel Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

WHEREAS, the Mississippi Fire Personnel Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1001-I-II course as a prerequisite to the issuance of certification; and

WHEREAS, the NFPA Firefighter 1001-I-II course may be taken on the campus of the Mississippi State Fire Academy through a field delivery program; and

WHEREAS, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy through a field delivery program; and

WHEREAS, the field delivery program begins August 7, 2023; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding (MOU) related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

- (1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and
- (2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter NFPA 1001-I-II Field Course and a complete package to manage delivery of the course; and
- (3) ***Books will not be included*** in the materials furnished to the City of Jackson Fire Department; and
- (4) The City of Jackson Fire Department is responsible for purchasing any required books from the textbook publisher; and
- (5) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and
- (6) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

- (7) Certificates will be issued upon the successful completion of the course; and
- (8) The minimum number of candidates is ten (10) and the maximum number of candidates for the field delivery course is seventeen (17); and
- (9) The total cost of the service fee is Eight Thousand Five Hundred Dollars (\$8,500.00) which is Five Hundred Dollars (\$500.00) per candidate multiplied by seventeen (17) candidates which is being funded from account number 001.441.20.6419; and
- (10) The Mississippi State Fire Academy will invoice the City of Jackson Fire Department upon completion of the course and payment will become due within thirty (30) days of receipt of the invoice; and

WHEREAS, the best interests of the public health, safety, and welfare will be served by authorizing the Mayor to ratify and execute a Memorandum Of Understanding with the Mississippi State Fire Academy and authorize payment of the applicable service fee upon completion of the NFPA 1001-I-II course; thus

IT IS HEREBY ORDERED, that the Mayor shall be authorized to execute the Memorandum Of Understanding with the Mississippi State Fire Academy for the NFPA 1001-I-II field delivery course; and

IT IS FURTHER ORDERED, that the Mayor shall be authorized to ratify and execute the payment in an amount not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00) upon completion of the field delivery program from funds account number 00.441.20.6419.

(OWENS, LUMUMBA)

ITEM NO.:	
DATE:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 17, 2023

POINTS		COMMENTS																																													
1.	Brief Description	Order authorizing the Mayor to ratify and execute a Memorandum Of Understanding with the Mississippi State Fire Academy (MSFA) to provide the NFPA 1001-I-II course to the City of Jackson Fire Department and authorize the Mayor to pay an eight thousand five dollar service fee.																																													
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	All citizens of Jackson and visiting communities.																																													
4.	Benefits	Promotes life safety and preservation for the citizens of Jackson and visitors.																																													
	Schedule (beginning date)	August 7, 2023																																													
6.	Location: WARD CITYWIDE (<u>yes</u> or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	City of Jackson Fire Department																																													
8.	COST	\$8,500																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account number 001.441.20.6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							



Memo

To: Mayor Chokwe Antar Lumumba
From: Willie G. Owens, Fire Chief *WGO*
Jackson Fire Department
Date: July 17, 2023
Re: Mississippi State Fire Academy (MSFA) – Memorandum
Of Understanding

Order authorizing the Mayor to ratify and execute a Memorandum Of Understanding with the Mississippi State Fire Academy (MSFA) to provide the NFPA 1001-I-II course to the City of Jackson Fire Department and authorize the Mayor to pay an eight thousand five dollar service fee.

The Jackson Fire Department recommends the Order be submitted for the Council's consideration.

Thank you.

WO/dph

555 South West Street | P.O. Box 17
Jackson, Mississippi 39205-0017
601-960-1392

www.jacksonms.gov



Kelly Elliott
Executive Director

MISSISSIPPI STATE FIRE ACADEMY

DIVISION OF MISSISSIPPI DEPARTMENT OF INSURANCE DEPARTMENT



Mike Chaney
Insurance Commissioner

1 Fire Academy U.S.A. | Jackson, Mississippi | 39208-9600 | 601-932-2444

Memorandum of Understanding (Rev. 1/2022)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson Fire Department
Address: 555 South West St.
City, State Zip: Jackson, Ms. 39201
Phone: 601-960-1392
Fax:
Federal ID Number:
Contact Person/Title: George Horn/ Training Chief
Email Address: ghorn@city.jackson.ms.us

1. **DATE(S) OF SERVICE:** August 7th, 2023

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department Training Facility

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1001-I-II- F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 10

Maximum Number: 17

5. **SERVICE FEE:** Total Cost: \$500.00 x 17= \$8500.00 And/or Cost Per Student: \$500.00

Jackson FD- 17 Students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: Yes No If Yes, indicate which meals are provided: ___ Breakfast served 6:30 a.m. to 7:15 a.m. ___ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: Yes ___ # of Beds No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

Mississippi State Fire Academy | Fax 601-932-2819 | Email fireacademy@msfa.ms.gov | www.msfa.ms.gov

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and superseder and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Kelly Elliott, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.
Barry Burnside, Instructional Svcs.

Customer: Jackson Fire Department
Authorized Personnel: Chokwe Lumumba
Title: Mayor
Authorized Personnel:

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Telephone:
Email:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please email to Lynn Tyler at: lyler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444

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
7/26/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE THE NFPA 1001-I-II COURSE TO THE CITY OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY AN EIGHT THOUSAND FIVE HUNDRED DOLLAR (\$8,500.00) SERVICE FEE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney

JP 7/26/23

7/26/23

Date

29

ORDER AMENDING THE JUNE 23, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THALIA MARA HALL AND CONCERT PROMOTERS IN ADVANCE OF COUNCIL APPROVAL TO INCLUDE VENUE RENTALS BY VENDORS

OFFICE OF THE DEPUTY MAYOR
THALIA MARA HALL

WHEREAS, on June 23, 2019, the governing authorities for the city of Jackson authorized the Mayor to execute contracts between Thalia Mara Hall and concert promoters in advance of council approval; and

WHEREAS, the Department of Human and Cultural Services, through Thalia Mara Hall, requests to amend the June 23, 2019 Order to allow the Mayor to execute contracts between Thalia Mara Hall and concert promoters to include venue rental by vendors; and

WHEREAS, Thalia Mara Hall books upwards of 65 – 70 performances a year and is one of the city’s main profit generators; and

WHEREAS, Thalia Mara Hall generates, on average, 45 contracts each year, and all contracts must be executed in a timely manner, with unpredictable and inconsistent timelines; and

WHEREAS, Thalia Mara Hall must generate a signed contract with promoters and vendors in a timely fashion to protect the highly-sought-after fast-paced booking process; and

WHEREAS, Thalia Mara Hall desires to have each contract approved by Legal before the contract goes to the Mayor signing, through a direct and open line of communication to expedite the process; and

WHEREAS, Thalia Mara Hall would like for the Mayor to sign and execute contracts between Thalia Mara Hall, all concert promoters, and venue rental by vendors, given that all executed contracts be retroactively submitted for approval by Council; and

WHEREAS, the Mayor and Thalia Mara Hall will bring each contract before City Council to be approved retroactively on a monthly basis in bulk; and

IT IS HEREBY ORDERED that the Mayor is authorized to execute contracts between Thalia Mara Hall, all concert promoters, and venue rental by vendors before Council approval, given that Council will retroactively approve all contracts on a monthly basis.

Agenda Item # 29
August 15, 2023
Scott, Lumumba

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Pamela Scott, Director
Department of Human and Cultural Services

DATE: August 9, 2023

SUBJECT: Signing Thalia Mara Hall Contracts

This order authorizes the Mayor to sign contracts for events at Thalia Mara Hall in an expedited fashion to preserve the integrity of the booking process. Council would ratify the contracts after the fact in a monthly bulk fashion. Thalia Mara Hall needs to be able to turn around a signed contract for events 48 hours after the promoter has signed a contract. We require that the promoter signs the contract and returns it within 48 hours. We need a speedy process in order to keep promoters accountable and our concerts booked.

PS/ab

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 9, 2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE JUNE 23, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THALIA MARA HALL AND CONCERT PROMOTERS IN ADVANCE OF COUNCIL APPROVAL TO INCLUDE VENUE RENTALS BY 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	5,7
3.	Who will be affected	N/a
4.	Benefits	The City of Jackson, residents and visitors of Jackson, and vendors
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"/> ▪ <input type="checkbox"/>	Human and Cultural Services, Thalia Mara Hall
8.	COST <input type="checkbox"/>	N/A
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER ___ no ___ N/A ___ x ___ AABE _____ % WAIVER ___ no ___ N/A ___ x ___ WBE _____ % WAIVER ___ no ___ N/A ___ x ___ HBE _____ % WAIVER ___ no ___ N/A ___ x ___ NABE _____ % WAIVER ___ no ___ N/A ___ x ___

Revised 2-04

ORDER REVISING THE FISCAL YEAR 2018-2019 BUDGET OF THE FIRE DEPARTMENT TO COVER FUEL USAGE FOR THE EMERGENCY SERVICES DIVISION.

WHEREAS, the City of Jackson Fire Department Emergency Services Division need funds for the remaining budget year for operational needs to protect the citizens of Jackson and metro areas; and

WHEREAS, the Fiscal Year 2018-2019 budget needs to be revised to provide funding for this Division; and

WHEREAS, the public health, safety and welfare of the citizens of Jackson mandates that there be adequate resources available to respond to fire emergencies; and

WHEREAS, that there are monies available in the other professional services category; which have not been utilized which may be used for the funding of fuel if the 2018-2019 budget is revised; and

WHEREAS, the interest of public health, safety and welfare would be best served by authorizing a budget transfer of \$50,000.00 from 001.441.70.6419 to be allocated as follows:

Amount to transfer	Fund receiving transferred sum
\$50,000.00	Fund 001.441.20.6215

IT IS, THEREFORE, ORDERED that the Fiscal Year 2018-2019 budget of the Fire Department be revised to authorize a budget transfer of \$50,000.00 from fund 001.441.70.6419 to be allocated as follows for the fuel usage category in the Emergency Services Division:

<u>Amount to transfer</u>	<u>Fund receiving transferred sum</u>
\$50,000.00	Fund 001.441.20.6215

Council Member Stokes moved adoption; Council Member Priester seconded.

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

Note: Council Member Priester left the meeting prior to voting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THALIA MARA HALL AND CONCERT PROMOTERS IN ADVANCE OF COUNCIL APPROVAL.

WHEREAS, Thalia Mara Hall books upwards of 65 - 70 performances a year and is one of the city's main profit generators; and

WHEREAS, Thalia Mara Hall generates, on average, 45 contracts each year and all contracts must be executed in a timely manner with unpredictable and inconsistent timelines; and

WHEREAS, Thalia Mara Hall must generate a signed contract with promoters in a timely fashion to protect the highly-sought-after, fast-paced booking process; and

WHEREAS, Thalia Mara Hall desires to have each contract approved by Legal before the contract goes to the Mayor for signing, through a direct and open line of communication to expedite the process; and

WHEREAS, Thalia Mara Hall would like for the Mayor to sign and execute contracts between Thalia Mara Hall and concert promoters, given that all executed contracts be retroactively submitted for approval by Council; and

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, JULY 23, 2019 6:00 P.M.

430

WHEREAS, the Mayor and Thalia Mara Hall will bring each contract before City Council to be approved retroactively on a monthly basis in bulk.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute contracts between Thalia Mara Hall and all concert promoters before Council approval, given that all contracts will be retroactively approved by Council on a monthly basis.

Council Member Tillman moved adoption; President Lindsay seconded.

Yeas- Banks, Foote, Lindsay and Tillman.
Nays- Stamps and Stokes.
Absent- Priester.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER.

WHEREAS, the City of is committed to ensuring that homeless persons are housed during severe weather periods; and

WHEREAS, during severe weather periods existing Emergency Shelters become filled to capacity and there is an overflow; and

WHEREAS, the City of Jackson wishes to enter into a Memorandum of Understanding with Stewpot Community Services, Inc. to open the Opportunity Center Day Shelter when temperatures reach 34 degrees or lower; and

WHEREAS, the City of Jackson will reimburse Stewpot Community Services, Inc. for staffing the Emergency Shelter during severe weather periods, and

WHEREAS, the cost of such services will be dependent on the number of severe weather days that occur during the winter months, the cost should not exceed \$12,000.00; and

WHEREAS, the Department of Human and Cultural Services recommends the execution of an MOU with Stewpot Community Services, Inc.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a MOU between the City of Jackson and Stewpot Community Services, Inc. for the operation of the Emergency Shelter at Opportunity Center as well as any and all documents related thereto at a cost not to exceed \$12,000.00.

Council Member Tillman moved adoption; Council Member Banks seconded.

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

ORDER ACCEPTING PROPOSAL OF HARTFORD, TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD AUGUST 1, 2019 THROUGH AUGUST 30, 2021.

WHEREAS, the City of Jackson currently provides \$10,000.00 group life insurance and accidental death and dismemberment coverage for each active employee and \$5,000.00 for each former employee, who retired from the City on or after January 1, 1995 and are participants in the City of Jackson's self-funded health insurance plan;

WHEREAS, the Hartford Insurance Company is the current underwriter of the coverage aforementioned; and

WHEREAS, Executive Planning Group, P.A., an insurance broker, solicited proposals through the marketplace from insurance companies interested in providing life insurance and accidental death and dismemberment coverage for active and former employees, who retired after January 1, 1995 and participate in the City's self-funded health insurance plan; and

WHEREAS, Lincoln submitted two (2) proposal options in response to the solicitation as follows: Option # 1: \$.0540 per \$1,000.00 of Life insurance coverage and \$0.030 for Accidental Death and Dismemberment coverage with rates guaranteed for two (2) years and Option # 2: \$.0560 per \$1,000.00 of Life insurance coverage and \$.030 for Accidental Death and Dismemberment coverage with rates guaranteed for three (3) years; and

WHEREAS, if the City accepted Option 1 of Lincoln's proposal, the annual premium would total \$129,716.46 for a period of two (2) years; and

WHEREAS, if the City accepted Option 2 of Lincoln's proposal, the annual premium would total \$134,358.30 for a period of three (3) years; and

WHEREAS, MetLife (Blended) submitted a proposal of \$.0550 per \$1,000.00 for Life insurance coverage and \$.030 for Accidental Death and Dismemberment coverage with rates guaranteed for three (3) years; and

WHEREAS, if the City accepted the proposal of MetLife Blended, the annual premium would total \$132,037.38 for a period of three (3) years; and

WHEREAS, Mutual of Omaha submitted a proposal of .550 per \$1,000 for Life coverage and .030 for Accidental Death and Dismemberment coverage with the rates guaranteed for two (2) years; and

WHEREAS, if the City accepted the proposal of Mutual of Omaha, the annual premium would total \$136,679.22 for a period of two (2) years; and

WHEREAS, UNUM submitted a proposal of \$.0630 per \$1000 for Life coverage and .030 for Accidental Death and Dismember coverage with the rates guaranteed for three (3) years; and

WHEREAS, if the City accepted the proposal of UNUM, the annual premium would total \$150,604.74 for a period of three (3) years; and

WHEREAS, Standard Life submitted a proposal of \$.560 per \$1,000.00 of Life coverage and \$.030 for Accidental Death and Dismemberment coverage with the rates guaranteed for three (3) years; and

WHEREAS, the Standard Life Proposal is the same as Option # 2 submitted by Lincoln and set forth above; and

WHEREAS, if the City accepted the proposal of Standard Life, the annual premium would be \$134,358.30 for a period of three (3) years; and

WHEREAS, the Hartford Insurance Company's initial proposal was \$.0630 for Life and \$.030 per \$1,000.00 for Accidental Death and Dismemberment coverage with rates guaranteed for two (2) years; and

WHEREAS, the initial proposal of the Hartford contained the same terms of the current coverage and did not alter the current annual premium of \$150,604.74; and

WHEREAS, the Hartford Insurance Company revised its initial proposal to .0615 per \$1,000 for Life coverage and .025 per \$1,000.00 for Accidental Death and Dismemberment coverage with rates guaranteed for two (2) years; and

WHEREAS, if the City accepted the Revised Proposal of the Hartford, the annual premium would be \$146,392.23 for a period of two years; and

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE JUNE 23, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THALIA MARA HALL AND CONCERT PROMOTERS IN ADVANCE OF COUNCIL APPROVAL TO INCLUDE VENUE RENTALS BY VENDORS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* SM.

8/9/23
Date

OFFICE OF THE CITY ATTORNEY
8/9/23
SM.

30

2023-7-15-23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC. FOR 54 OUTDOOR FITNESS CLASSES TO BE IN 12 MONTHS, STARTING JULY 01, 2023 AT PARHAM BRIGES PARK (WARD 1) HARRIS, LUMUMBA

WHEREAS, FitLot Inc., is a non-profit corporation whose domicile address is 48 Union Street, Suite 1C, Stamford, CT 06906 and whose principal business office is located at 4035 Washington Avenue, New Orleans LA 70125; AND

WHEREAS, on August 20, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a FitLot Partnership Agreement Inc., concerning the installation and construction of an outdoor fitness project at Parham Bridges Park located at 5055 Old Canton Road, in Jackson Mississippi; and

WHEREAS, the August 20, 2019 action of the governing authorities is recorded in Minute Book 6P on Pages 561-562; and

WHEREAS, on May 26, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute Amendment # 1 and Programmatic Addendum to the FitLot Partnership Agreement which provided for the sponsoring by AARP of the hiring and training of FitLot Neighborhood Coaches to lead no cost outdoor community fitness classes at Parham Bridges Park Walking Trail and associated social media outreach; and

WHEREAS, the May 26, 2020 action of the governing authorities was recorded in Minute Book 6R at Page 128; and

WHEREAS, the Department of Parks and Recreation received notice that FitLot, Inc., was awarding the City of Jackson a renewal of programmatic to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals for the hosting of regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park;

WHEREAS, the funding is provided by AARP with FitLot serving as a coordinating party passing the funds to the City of Jackson to fulfill obligations of the previous agreement and amendment; and

Agenda Item # 30
August 15, 2023
Harris, Lumumba

WHEREAS, the August 2, 2022 actions of the governing authorities authorization to receive the 2022 renewal funding was recorded in Minute Book 6V at Page 518 and 519; and

WHEREAS, the 2023 Programmatic Grant Renewal funding awarded to the City of Jackson is \$3,510.00; and

WHEREAS, the funding is for the support of 54 classes which are to be held within a 12 month period; and

WHEREAS, the City of Jackson will be required to use the Eventbrite registration system and provide FitLot with reports required by the previously executed Partnership Agreement and Amendment; and

WHEREAS, the execution of the Programmatic Grant Renewal is consistent with the statutory authority granted the City of Jackson in MCA § 21-17-5 and MCA § 21-37-3 of the Mississippi Code; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the Programmatic Renewal Addendum submitted to the City of Jackson in June 2023;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a Programmatic Grant Renewal with FitLot. Inc.

IT IS HEREBY ORDERED that no monies shall be expended concerning the Programmatic Grant Renewal Addendum.

ITEM NO.	
DATE:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 23, 2023

POINTS		COMMENTS																																													
1.	Brief Description	Order authorizing the Mayor to execute a Programmatic Grant Renewal Agreement with FitLot, Inc. for 54 outdoor fitness classes to be held in 12 months, starting July 01, 2023																																													
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	City of Jackson, citizens of Jackson, participants in the fitness classes, coaches and instructors, Fitlot as coordinator, and AARP as sponsor																																													
4.	Benefits	Provides an exercise training area that is free and accessible to the public.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	1 NO																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	No monetary cost to City – Cost of classes sponsored by AARP																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																													
10	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

PROGRAMMATIC GRANT RENEWAL

This is an addendum specifying the renewal terms of the previously executed Partnership Agreement and Programmatic Grant Addendum (the “Programmatic Grant Addendum”), dated as of July 1, 2023, by and between City of Jackson Parks & Recreation Department (“Community Partner”) and FitLot, Inc. (“FitLot”).

I. BACKGROUND

A. Community Partner and FitLot are parties to a FitLot Partnership Agreement and Programmatic Grant Addendum (the “Agreement”). FitLot and Community Partner previously agreed to collaborate on building and programming an AARP Sponsored Outdoor Fitness Park located at Parham Bridges in Jackson, MS.

FitLot is pleased to grant Community Partner a renewal of programmatic funding to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals who will host regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park. The programming of the AARP Sponsored Outdoor Fitness Park is funded by AARP and FitLot is the coordinating party, passing the programmatic funds through to the Community Partner to fulfill the obligations of the previously executed Programmatic Grant and or grant addendums.

II. GENERAL TERMS

Community Partner and FitLot agree as follows:

1.1 Use of Grant

Community Partner will use the Grant for the purposes previously agreed upon in the Grant Plan. Primarily to support the hiring of local fitness professionals to offer no-cost community classes at the AARP Sponsored Outdoor Fitness Park.

1.2 Grant Period

The renewal “Grant Period” shall be twelve (12) months from the date of fund distribution.

1.3 Grant Amount

The grant renewal shall be in the amount of \$3,510 to support 54 classes over a 12-month period.

1.4 Reporting

Community Partner will utilize the Eventbrite registration system and provide FitLot with reports as set out in the previously executed Programmatic Grant.

1.5 Unspent Funds.

- Community Partner will donate any remaining, “Unspent Funds” from Grant Term number 1, as defined in the original Partnership Agreement, to a local YMCA or a local 501(c)(3) organization with a health-related mission, **subject to prior written approval** by FitLot and AARP within fifteen (15) days following the Funding Period. Please email a donation receipt to Programs@fitlot.org. Grant funds will be disbursed upon receipt of donation confirmation.
- Or Community Partner agrees to use Unspent Funds to program additional classes at \$65 per class during the following 12-month Grant Period. A total of 54 (+ rollover classes) are to be provided during the Grant Period.

PROGRAMMATIC GRANT RENEWAL

This Programmatic Grant Renewal is acknowledged by the Community Partner as of the date stated in the first paragraph of this Programmatic Grant Renewal:

For the previous grant period, please select the option that pertains to you:

- Community Partner has met the grant requirements; no donation is required.
- Community Partner will donate unspent grant funds, \$____, to a local YMCA or pre-approved 401(c)3
- Community Partner will roll-over unspent grant funds, \$3,510 to provide a total of 54 no-cost community classes.

Community Partner

FitLot

By: _____

Name:

Title:

Address:

Tel.:

Email:

Date: _____

By: _____

Name: Adam Mejerson

Title: Executive Director

Address: 4035 Washington Avenue

New Orleans, LA 70125

Tel: 504.264.1568

Email: Adam@FitLot.org


Date: _____

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 AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC FOR 54 OUTDOOR FITNESS CLASSES TO BE IN 12 MONTHS, STARTING JULY 01, 2023 AT PARHAM BRIDGES PARK** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Justin Powell, Deputy City Attorney JP

7/26/23
Date

31

OFFICE OF THE CLERK
2/16/23

ORDER INCREASING THE VENDOR PERMIT FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO SEVENTY-FIVE DOLLARS (\$75.00) FOR SPECIAL EVENTS HELD BY THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation, has allowed vendors to sell their merchandise at special events throughout the year; and

WHEREAS, the special events include Juneteenth, Fireworks Extravaganza, Mayor's Cup, Harvest Fest, Easter Egg Hunt, Zippy Zoo Day, Mind, Body and Soul, etc.; and

WHEREAS, The Department of Parks and Recreation has provided permits to vendors at a cost of twenty-five dollars (\$25.00); and

WHEREAS, vendors are allowed to set up via food trucks, tables, etc. to advertise and sell merchandise after passing inspection by Jackson Fire Department; and

WHEREAS, the City of Jackson, Department of Parks and Recreation, recommends the vendor permit fee be increased from twenty-five dollars (\$25.00) to seventy-five dollars (\$75.00); and

WHEREAS, the vendor permit fees need to be adjusted in order to provide fair and comparable rates to attract more citizen participation; and

WHEREAS, the City of Jackson, Department of Parks and Recreation, wishes to revise the vendor permit fees listed below:

Current Fees		Revised Fees	
Special Events Vendor Fee	\$25.00	Special Events Vendor Fee	\$75.00

IT IS THEREFORE ORDERED, that the proposed vendor permit fee revision for the City of Jackson, Department of Parks and Recreation, be hereby ratified and adopted as provided in the above reference charts.

APPROVED FOR AGENDA:

ITEM NO: 31

Date: August 15, 2023

BY: **Harris, Lumumba**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 07/12/2023

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Orders increasing the vendors fees from twenty-five dollars (\$25.00) to seventy-five dollars (\$75.00) for special events held by the City of Jackson Parks and Recreation.
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 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	To ensure a positive working relationship is maintained to continue providing programs to the Citizens of Jackson, Mississippi.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide No
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department
8.	COST	Revise Special Event Vendors Fees from \$25.00 to \$75.00.
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 ___ 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

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 A. Lumumba

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

DATE: July 12, 2023

RE: Revised Vendor Fees

Order increasing the vendors fees from twenty-five dollars (\$25.00) to seventy-five dollars (\$75.00) for special events held by the City of Jackson Parks and Recreation.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/js

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 INCREASING THE VENDOR PERMIT FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO SEVENTY-FIVE DOLLARS (\$75.00) FOR SPECIAL EVENTS HELD BY THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 7/26/23

7/26/23
Date

OFFICE OF THE CITY ATTORNEY
7/26/23

32

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FOURTEEN THOUSAND DOLLARS (\$14,000.00) FROM THE "TEMP OR PART-TIME SALARY" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER UP-AND-COMING INVOICES FOR SUMMER LEAGUES SPORTS' OFFICIALS

OFFICE OF THE CITY ATTORNEY
2/15/23

WHEREAS, Section 21-17-5(1) of the Mississippi Code Annotated, as amended, states that the governing authorities of every municipality of the state shall have the care, management, and control of its municipal affairs, property, and finances; and

WHEREAS, it is the sincere desire of the City of Jackson, Department of Parks and Recreation, to provide consistent and outstanding service to our youth and citizens of the City of Jackson; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Parks and Recreation represents that the Fourteen Thousand Dollars (\$14,000.00) currently located in the "Temp or Part-Time Salary" Category, that it presently seeks to transfer to the "Other Professional Services" Category, is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Fourteen Thousand Dollars (\$14,000.00) located in the "Temp or Part-Time Salary" Category is comprised of unspent funds for lifeguards and pool managers positions; and

WHEREAS, the Department of Parks and Recreation needs this requested Budget amendment so that the Parks and Recreations Department may continue to provide safe family entertainment events and services for the youth and citizens of Jackson; and

WHEREAS, the funds are requested to be transferred to the "Other Professional Services" Category below; and

Agenda Item # 32
August 15, 2023
Harris, Lumumba

Category	Account No.	Decrease	Increase	Total
Temp or Part-Time Salary	005-501.80-6112	\$14,000.00		
Other Professional Services	005-501.26-6419		\$14,000.00	\$14,000.00

WHEREAS, this intradepartmental transfer of Fourteen Thousand Dollars (\$14,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 Department of Parks and Recreation Budget; thus,

IT IS THEREFORE ORDERED, that the Fiscal Year 2022-2023 Budget for the Department of Parks and Recreation be amended to authorize a Budget transfer of Fourteen Thousand Dollars (\$14,000.00) from the “Temp or Part-Time Salary” Category, to be allocated to the “Other Professional Services” Category.

(HARRIS, LUMUBA)

ITEM NO.:	
DATE:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 25, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Order amending the fiscal year 2022/2023 for the Department of Parks and Recreation, to transfer Fourteen Thousand Dollars (\$14,000.00) from the Temp or Part-Time Salary Category to the Other Professional Services to cover up-and-coming invoices for the Summer Leagues Sports Officials.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life																																													
3.	Who will be affected	Youth, citizens, and guests in the city of Jackson.																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson.																																													
5.	Schedule (beginning date)	<i>Upon Council Approval</i>																																													
	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 Parks & Recreation																																													
8.	COST	(\$14,000.00) Fourteen Thousand Dollars																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	FROM: Temp or Part Time Salary Category 005-501.80 -6112 TO: Other Professional Services 005-501.26-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>√</td><td>N/A</td><td>√</td> </tr> <tr> <td>AABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>√</td><td>N/A</td><td>√</td> </tr> <tr> <td>WBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>√</td><td>N/A</td><td>√</td> </tr> <tr> <td>HBE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>√</td><td>N/A</td><td>√</td> </tr> <tr> <td>NABE</td><td>_____ %</td><td>WAIVER</td><td>yes</td><td>___</td><td>no</td><td>√</td><td>N/A</td><td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

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: Chokwe Antar Lumumba, Mayor
Office of the Mayor

FROM: Ison B. Harris, Jr., Director
Department of Parks & Recreation

DATE: July 25, 2023

SUBJECT: BUDGET AMENDMENT (PARKS AND RECREATION)

Order authorizing the Mayor to amend the 2022/2023 Fiscal Year Budget for the City of Jackson, Department of Parks and Recreation, to transfer Fourteen Thousand Dollars (\$14,000.00) from the Temp or Part-Time Salary Category to the Other Professional Services to cover up-and-coming invoices for the Summer Leagues Sports Officials.

The Department believes accepting the quote and executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

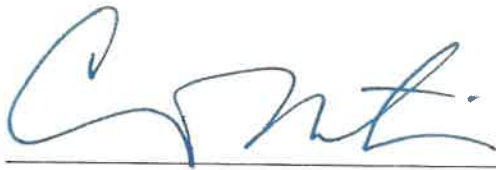
IBHjr/sa

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

This ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FOURTEEN THOUSAND DOLLARS (\$14,000.00) FROM THE "TEMP OR PART-TIME SALARY" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER UP-AND-COMING INVOICES FOR SUMMER LEAGUES SPORTS' OFFICIALS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 7/26/23

7/26/23
Date

33

ORDER AUTHORIZING THE MAYOR TO AMEND FIFTEEN ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT FIFTEEN TOWER SITES WITHIN THE CITY OF JACKSON.

OFFICE OF THE CITY ATTORNEY
8/15/23
AJM

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning 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 Department of Information Technology, through the Telecommunications Division, needs to amend 15 Antenna Site License Agreements with New Cingular Wireless PCS, LLC, a Delaware limited liability company to modify its equipment and increase the monthly license fees at the towers located at 1400 Lynch Street, 1592 Lakeshore Road, 5383 Watkins Drive, 104 Northside Drive, 1242 Wiggins Road, 1921 W. Northside Drive, 5802 Ridgewood Road, 333 Fortification Street, 179 Magnolia Drive, 301 North Street, 2916 Holmes Avenue, 3551 Lynch Street, 543 Martin Street, 731 Cooper Road, & 3000 ½ Saint Charles; and

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at the JSU Water Tank/ Site#29 Tower, 1400 Lynch Street Water Tower 39217:

- a) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “Rent Commencement Date”), Rent shall be increased by One Hundred Eighty and No/100 Dollars (\$180.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the “Additional Equipment”) as more completely described on attached Exhibit A. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit A.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at the FS 22/ Site#9 Tower, 1592 Lakeshore Drive 39212:

- c) Commencing on the first day of the month following the date that Licensee commences construction of the modifications set forth in this Amendment, Rent shall be increased by Two hundred ninety-four and No/100 Dollars (\$294.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- d) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the “Additional Equipment”) as more completely

described on attached Exhibit B. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit B.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at the FS 21/ Site#8 Tower, 5383 Watkins Drive 39206:

- e) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred and Forty-Six 00/100 Dollars (\$246.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- f) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit C. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit C.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at FS 7/ Site#4 Tower, 104 Northside Drive 39206:

- g) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Twenty-Nine and 50/100 Dollars (\$229.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- h) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit D. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at FS 24/ Site#11 Tower, 1242 Wiggins Road 39209:

- i) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Twenty-Nine and 50/100 Dollars (\$229.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- j) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit E. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit E.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (LAKE HICO)/ Site#13 Tower, 1921 W. Northside Drive 39213:

- k) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Two and 50/100 Dollars (\$202.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- l) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit F. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit F.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at FS 19/ Site#7 Tower, 5802 Ridgewood Road 39211:

- m) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by One Hundred Ninety-Nine and 50/100 Dollars (\$199.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- n) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit G. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit G.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at FS 3/ Site#3 Tower, 333 E. Fortification Street 39202:

- o) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Seventy and 0/100 Dollars (\$270.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- p) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit H. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit H.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (Magnolia RD)/ Site#14 Tower, 179 Magnolia Road 39209:

- q) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Thirty-Two and 50/100 Dollars (\$232.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- r) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely

described on attached Exhibit I. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit I.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (EOC)/ Site#20 Tower, 301 North Street 39201:

- s) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred and One and 00/100 Dollars (\$201.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- t) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit J. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit J.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (Holmes AVE)/ Site#23 Tower, 2916 Holmes Avenue 39213:

- u) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by One Hundred Eleven and 0/100 Dollars (\$111.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- v) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit K. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit K.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (Lynch ST)/ Site#1 Tower, 3551 Lynch Street 39209:

- w) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Seventeen and 50/100 Dollars (\$217.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- x) Licensor-consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit L. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit L.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (MARTIN & HINES)/ Site#12 Tower, 543 Martin Street 39201:

- y) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Thirty-Five dollars and 00/100 (\$235.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- z) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit M. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit M.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (COOPER RD)/ Site#21 Tower, 731 Cooper Road 39212:

- aa) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Ninety-One and 0/100 Dollars (\$291.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- bb) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit N. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit N.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at (PTC)/ Site#22 Tower, 3000 ½ St. Charles Street 39209:

- cc) Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by One Hundred Ninety-Nine and 50/100 Dollars (\$199.50) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- dd) Licensor consents to the installation and operation of addition LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit O. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit O.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments; and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Sixth Amendment to Antenna Site License Agreement for the property at JSU Water Tank/ Site#29, located at 1400 Lynch Street, Jackson, Hinds County, Mississippi, 39217.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at FS 22 Tower/ Site#9, located at 1592 Lakeshore Drive, Jackson, Hinds County, Mississippi, 39212.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Ninth Amendment to Antenna Site License Agreement for the property at FS 21 Tower/ Site#8, located at 5383 Watkins Drive, Jackson, Hinds County, Mississippi, 39206.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to Antenna Site License Agreement for the property at FS 7 Tower/ Site#4, located at 104 Northside Drive, Jackson, Hinds County, Mississippi, 39206.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to Antenna Site License Agreement for the property at FS 24 Tower/ Site#11, located at 1242 Wiggins Road, Jackson, Hinds County, Mississippi, 39209.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to Antenna Site License Agreement for the property at (LAKE HICO)/ Site#13, located at 1921 West Northside Drive, Jackson, Hinds County, Mississippi, 39213.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Sixth Amendment to Antenna Site License Agreement for the property at FS 19/ Site#7, located at 5802 Ridgewood Road, Jackson, Hinds County, Mississippi, 39211.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Ninth Amendment to Antenna Site License Agreement for the property at FS 3/ Site#3, located at 333 East Fortification Street, Jackson, Hinds County, Mississippi, 39202.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at (Magnolia RD)/ Site#14, located at 179 Magnolia Drive, Jackson, Hinds County, Mississippi, 39209.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at (EOC)/ Site#20, located at 301 North Street, Jackson, Hinds County, Mississippi, 39201.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at (Holmes AVE)/ Site#23, located at 2916 Holmes Avenue, Jackson, Hinds County, Mississippi, 39213.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Tenth Amendment to Antenna Site License Agreement for the property at (Lynch ST)/ Site#1, located at 3551 Lynch Street, Jackson, Hinds County, Mississippi, 39204.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to Antenna Site License Agreement for the property at (MARTIN & HINES)/ Site#12, located at 543 Martin Street, Jackson, Hinds County, Mississippi, 39201.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at (COOPER RD)/ Site#21, located at 731 Cooper Road, Jackson, Hinds County, Mississippi, 39212.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to Antenna Site License Agreement for the property at (PTC)/ Site#22, located at 3000 1/2 SAINT CHARLES STREET, Jackson, Hinds County, Mississippi, 39209.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

Market: Gulf Coast (MS)
AT&T Site Name: Jackson State University (JSU)
AT&T Fixed Asset Number: 10024238
City Site Name: JSU Water Tank, #29

SIXTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS SIXTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT (this "Amendment"), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated February 1, 2007, as amended by the First Amendment to Antenna Site License Agreement dated July 23, 2012, the Second Amendment to Antenna Site License Agreement dated August 13, 2015, the Third Amendment to Antenna Site License Agreement dated September 18, 2017, the Fourth Amendment to Antenna Site License Agreement dated January 5, 2018, and the Fifth Amendment to Antenna Site License Agreement dated March 15, 2019 (collectively, the "Agreement"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 1400 Lynch Street, Jackson, MS 39217; and

WHEREAS, Licensee desires to amend the Agreement to allow for the installation of additional LTE equipment, associated cables and other communications instruments; and

WHEREAS, Licensor approves of the Licensee's proposed amendments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional LTE equipment, associated cables and communication instruments (the "Additional Equipment") as more completely described on attached Exhibit A-6. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A-6. Exhibit A-6 hereby replaces Exhibit A-5 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by One Hundred Eighty and No/100 Dollars (\$180.00) per month, subject to escalation, if any, as provided in the Agreement.

3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be

effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: Manager, Division Telecommunications
City of Jackson
P.O. Box 17
Jackson, MS 39205
(601) 960-1696

with a copy to: Office of the City Attorney
Attention: City Attorney
City of Jackson
P.O. Box 17
Jackson, MS 39207
(601) 960-1799

Mercury Wireless Management, Inc.
1410 Livingston Lane
Jackson, MS 39213-8003
Attention: Antenna Site Manager
(601) 362-2200

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: MSL01120
Cell Site Name: JSU (MS)
Fixed Asset #: 10024238
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MSL01120
Cell Site Name: JSU (MS)
Fixed Asset #: 10024238
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.:

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LICENSOR:

City of Jackson

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

LICENSOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that Chokwe Antar Lumumba, whose name as Mayor of the City of Jackson, a Mississippi municipality, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he was authorized to execute this instrument with full authority and executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal this ___ day of _____, 2023.

Notary Public
My Commission Expires: _____

[NOTORIAL SEAL]

LICENSEE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County in Said State, hereby certify that _____ whose name as _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this ___ day of _____, 2023.

Notary Public
My Commission Expires: _____

[NOTORIAL SEAL]

Market: Gulf Coast (MS)
AT&T Site Name: Lake Catherine
AT&T Fixed Asset Number: 10070459
City Site Name: Fire Station 22; #9

FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT)

THIS FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) (this "Amendment"), dated as of the latter of the signature dates below, is by and between City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

WHEREAS, Licensor and Licensee entered into a certain Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated June 1, 1999, as amended by the First Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 12, 2010, and as amended by the Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 23, 2012, and as amended by the Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 4, 2016 (collectively, the "Agreement"), and further amended by the Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated March 15, 2019, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 1592 Lakeshore Drive, Jackson, MS 39212 ("Site"); and

WHEREAS, Licensee desires to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communication instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "Additional Equipment") as more completely described on attached Exhibit D-5. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D-5. D-5 hereby replaces and supersedes Exhibit D-4 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred and Ninety Four Dollars (\$294.00) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: City of Jackson
P.O. Box 17

If to Licensee: New Cingular Wireless PCS, LLC
Attn: TAG – LA

Jackson, MS 39205

Re: Cell Site #: MSL01436,
Cell Site Name: Lake Catherine (MS),
Fixed Asset #: 10070459
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #:MSL01436,
Cell Site Name: Lake Catherine (MS),
Fixed Asset #: 10070459
208 S. Akard Street
Dallas, TX 85202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Jackson,
A Mississippi municipality

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____
_____, the _____ of _____.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____
_____, the _____ of AT&T Mobility Corporation, Manager of New Cingular
Wireless, PCS, LLC, a Delaware limited liability company.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Market: GulfCoast (MS)
Cell Site Name: Watkins Drive
Fixed Asset Number: 10029000
City Site Name: Fire Station 21; #8

NINTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

NINTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Antenna Site License Agreement dated October 16, 2001, as amended by that certain First Amendment to Antenna Site License Agreement dated January 30, 2004, that certain Second Amendment to Antenna Site License Agreement dated July 1, 2005, That certain renumbered and retitled Third Amendment to antenna Site License Agreement dated October 20, 2009, that certain renumbered and retitled Fourth Amendment to antenna Site License Agreement dated October 12, 2010, that certain Fifth amendment to Antenna Site License Agreement dated July 23, 2012, that Certain Sixth amendment to antenna Site License Agreement dated October 4, 2016, That Certain Seventh Amendment to antenna Site License Agreement dated July 2, 2018, and that Certain Eighth Amendment to Antenna Site License Agreement dated June 19, 2019 (collectively, the “**Agreement**”), Whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 5383 Watkins Drive, Jackson, MS 39206 (“**Site**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-9. Licensor’s execution of this Amendment

will signify Licensor's approval of Exhibit A-9. Exhibit A-9 hereby replaces and supersedes Exhibit A-8 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "**Rent Commencement Date**"), Rent shall be increased by Two Hundred and Forty-Six 00/100 Dollars (\$246.00) per month, subject to escalation if any, as provided in the Agreement.

3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: P.O. Box 17
Jackson, MS 39205

If to Licensee: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: MSL01190,
Cell Site Name: Watkins Drive (MS),
Fixed Asset #: 10029000
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MSL01190,
Cell Site Name: Watkins Drive (MS),
Fixed Asset #: 10029000
208 S. Akard Street
Dallas, TX 85202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Jackson

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company,, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-9

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Licensee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: GulfCoast (MS)
Cell Site Name: Northside Drive
Fixed Asset Number: 10024330
City Site Name: FS 7; #4

EIGHTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA LICENSE AGREEMENT)

EIGHTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA LICENSE AGREEMENT) (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated May 4, 1999, as amended by that certain First Amendment to Antenna Site License Agreement dated March 1, 2004, as amended by that certain Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 1, 2005, as amended by that certain Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 12, 2010, as amended by that Certain Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) Dated August 15, 2011, as amended by that certain Fifth Amendment to Master Agreement (ground License Agreement and Antenna Site License Agreement) dated July 24, 2012, as amended by that certain Sixth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) Dated June 1, 2016, and as further amended by that certain Seventh amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) Dated June 21, 2018 (collectively, the “**Agreement**”), Property located 104 Northside Drive, Jackson, MS 39206 (“**Site**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit D-8. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit D-8. Exhibit D-8 hereby replaces and supersedes Exhibit D-7 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “**Rent Commencement Date**”), Rent shall be increased by Two Hundred Twenty-Nine and 50/100 Dollars (\$229.50) per month, subject to escalation if any, as provided in the Agreement.

3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: Division of Telecommunications
City of Jackson
P.O. Box 17
300 West Court Street
Jackson, MS 39205

With Copy to: Mercury Wireless Management
Attn: Jackie Warren
111 East Capitol Street
Suite 500
Jackson, MS 39201

If to Licensee: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: MSL01036
Cell Site Name: Northside Drive (MS),
Fixed Asset #: 10024330
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MSL01036
Cell Site Name: Northside Drive (MS)
Fixed Asset #: 10024330
208 S. Akard Street
Dallas, TX 85202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[Remainder of this page intentionally left blank. Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives each of the date written below.

LICENSOR:

City of Jackson

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company,, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT D-7

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Licensee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: GulfCoast (MS)
Cell Site Name: Surplus City
Fixed Asset Number: 10024334
City Site Name: Fire Station 24; #11

EIGHTH AMENDMENT TO GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT

THIS EIGHTH AMENDMENT TO GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT (this “**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated September 1, 1999, as amended by the First Amendment to Ground License Agreement and Antenna Site License Agreement dated January 30, 2004, the Second Amendment to Ground License Agreement and Antenna Site License Agreement dated July 1, 2005, the Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 23, 2012, the Fourth Amendment to Ground License Agreement and Antenna Site License Agreement dated August 31, 2015, the Fifth Amendment to Ground License Agreement and Antenna Site License Agreement dated October 4, 2016, the Sixth Amendment to Ground License Agreement and Antenna Site License Agreement dated August 23, 2017, and further amended by the Seventh Amendment to Ground License Agreement and Antenna Site License Agreement dated June 26, 2019 (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 1242 Wiggins Road, Jackson, MS 39209; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "**Additional Equipment**") as more completely described on attached Exhibit D-8. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D-8. Exhibit D-8 hereby replaces and supersedes Exhibit D-7 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "**Rent Commencement Date**"), Rent shall be increased by Two Hundred Twenty-Two and 00/100 Dollars (\$222.00) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson
P.O. Box 17
Jackson, MS 39205

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # N/A
Cell Site Name: Surplus City
Fixed Asset #: 10024334
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # N/A
Cell Site Name: Surplus City, MS
Fixed Asset #: 10024334
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may

add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Jackson
a Mississippi municipality

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT D-8

DESCRIPTION OF LICENCEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Market: GulfCoast (MS)
Cell Site Name: LAKE HICO
Fixed Asset Number: 10024311
City Site Name: Lake Hico

EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated December 7, 2000, as amended by the First Amendment to Antenna Site License Agreement dated January 30, 2004, the Second Amendment to Antenna Site License Agreement dated October 20, 2009, the Third Amendment to Antenna Site License Agreement dated October 12, 2010, the Fourth Amendment to Antenna Site License Agreement dated July 23, 2012, the Fifth Amendment to Antenna Site License Agreement dated May 26, 2016, the Sixth Amendment to Antenna Site License Agreement dated October 6, 2016, and the Seventh Amendment to Antenna Site License Agreement dated June 21, 2018 (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 1921 West Northside Drive, Jackson, MS 39213 (“**Site**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-8. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit A-8. Exhibit A-8 hereby replaces and supersedes Exhibit A-7 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “**Rent Commencement Date**”), Rent shall be increased by Two Hundred Two and 50/100 Dollars (\$202.50) per month, subject to escalation if any, as provided in the Agreement.

3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR:

City of Jackson,

ATTN: Manager
Division of
Telecommunication
Post Office Box 17

Jackson,
Mississippi 39205

If to LICENSEE:

New Cingular
Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # N/A

Cell Site Name:
Lake Hico (MS)
Fixed Asset #: 10024311
1025 Lenox Park
Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular
Wireless PCS, LLC
Attn: Legal
Department
Re: Cell Site # N/A
Cell Site Name:
Lake Hico (MS)
Fixed Asset #: 10024311
208 S. Akard Street
Dallas, Texas,
75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Jackson,
a Mississippi municipality

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-8

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: GulfCoast (MS)
Cell Site Name: Adkins
Fixed Asset Number: 10024318
City site name: Fire Station 19; #7

SIXTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS SIXTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“Amendment”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“Licensee”).

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated March 19, 1998, as amended by the First Amendment to Antenna Site License Agreement dated October 12, 2010, the Second Amendment to Antenna Site License Agreement dated October 20, 2009, the Third Amendment to Antenna Site License Agreement dated July 23, 2012, the Fourth Amendment to Antenna Site License Agreement dated August 13, 2015, and the Fifth Amendment to Antenna Site License Agreement dated January 5, 2018 (collectively, the “Agreement”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 5802 Ridgewood Road, Jackson, MS 39211; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-6. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit A-6. Exhibit A-6 hereby replaces and supersedes Exhibit A-5 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “**Rent Commencement Date**”), Rent shall be increased by One Hundred Ninety-Nine and 50/100 Dollars (\$199.50) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson
 ATTN: Manager,
 Division of
 Telecommunication
 Post Office Box 17
 Jackson,
 Mississippi 39205

If to LICENSEE: New Cingular Wireless PCS, LLC
 Attn: TAG – LA
 Re: Cell Site # N/A
 Cell Site Name: Adkins (MS)
 Fixed Asset #: 10024318
 1025 Lenox Park Blvd NE
 3rd Floor
 Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site # N/A
 Cell Site Name: Adkins (MS)
 Fixed Asset #: 10024318
 208 S. Akard Street
 Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify

and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Jackson,
a Mississippi municipality

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-6

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: GulfCoast (MS)
Cell Site Name: Fortification
Fixed Asset Number: 10024326
City Site Name: Fire Station 3

NINTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS NINTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated January 7, 1998, as amended by the First Amendment to Antenna Site License Agreement dated March 1, 2004, the Second Amendment to Antenna Site License Agreement dated July 1, 2005, the Third Amendment to Antenna Site License Agreement dated October 12, 2010, the Fourth Amendment to Antenna Site License Agreement dated October 20, 2009, the Fifth Amendment to Antenna Site License Agreement dated July 23, 2012, the Sixth Amendment to Antenna Site License Agreement dated August 31, 2015, the Seventh Amendment to Antenna Site License Agreement dated January 5, 2018, and the Eighth Amendment to Antenna Site License Agreement dated March 15, 2019 (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 333 East Fortification Street, Jackson, MS 39202; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-9. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit A-9. Exhibit A-8 hereby replaces and supersedes Exhibit A-5 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “**Rent Commencement Date**”), Rent shall be increased by Two Hundred Seventy and 0/100 Dollars (\$270.00) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson

ATTN: Manager,
Division of
Telecommunications
Post Office Box
17
Jackson,
Mississippi
39205

If to LICENSEE: New Cingular
Wireless PCS,
LLC
Attn: TAG – LA

Re: Cell Site #
38190
Cell Site Name:
Fortification

Fixed Asset #:
10024326
1025 Lenox Park
Blvd NE
3rd Floor
Atlanta, GA
30319

With copy to: New Cingular
Wireless PCS,
LLC
Attn: Legal
Department
Re: Cell Site #
38190
Cell Site Name:
Adkins, MS
Fixed Asset #:
10024326
208 S. Akard
Street
Dallas, Texas,
75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Jackson,
a Mississippi municipality

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-9

DESCRIPTION OF LICENSEE'S EQUIPMENT
[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Market: GulfCoast (MS)
Cell Site Name: Magnolia Drive
Fixed Asset Number: 10030819
City site name: Magnolia, Site #14

SEVENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS SEVENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below (“**Effective Date**”), is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated August 1, 2003, as amended by the First Amendment to Antenna Site License Agreement dated July 1, 2005, the Second Amendment to Antenna Site License Agreement dated October 20, 2009, the Third Amendment to Antenna Site License Agreement dated October 12, 2010, the Fourth Amendment to Antenna Site License Agreement dated July 23, 2012, the Fifth Amendment to Antenna Site License Agreement dated May 26, 2016 and the Sixth Amendment to Antenna Site License Agreement dated June 21, 2018 (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 179 Magnolia Road, Jackson, MS 39209 (“**Site**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-7. Licensor’s execution of this Amendment will signify Licensor’s approval of Exhibit A-7. Exhibit A-7 hereby replaces and supersedes Exhibit A-6 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the “**Rent Commencement Date**”), Rent shall be increased by Two Hundred Thirty-Two and 50/100 Dollars (\$232.50) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson

ATTN: Manager,
Division of
Telecommunications
Post Office Box
17
Jackson,
Mississippi
39205

If to LICENSEE: New Cingular
Wireless PCS,
LLC
Attn: TAG – LA
Re: Cell Site #
64193

Cell Site Name:
Magnolia Drive
Fixed Asset #:
10030819

1025 Lenox Park
Blvd NE
3rd Floor
Atlanta, GA
30319

With copy to: New Cingular
Wireless PCS,
LLC
Attn: Legal
Department
Re: Cell Site #
64193
Cell Site Name:
Magnolia Drive
Fixed Asset #:
10030819
208 S. Akard
Street
Dallas, Texas,
75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

Licensor:

City of Jackson,
a Mississippi municipality

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

Licensee:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-7

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Market: Gulf Coast (MS)
City Site Name: EOC #20
AT&T Site Name: Hinds EOC
Fixed Asset Number: 10024313

SEVENTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT)

THIS SEVENTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) ("this Amendment"), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205. ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

WHEREAS, Licensor and Licensee entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated May 15, 2000, as amended by the First Amendment to Ground License Agreement and Antenna Site License Agreement dated January 30, 2004, the Second Amendment to Ground License Agreement and Antenna Site License Agreement dated July 1 2005, the Third Amendment to Ground License Agreement and Antenna Site License Agreement dated July 23, 2012, the Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated August 13, 2015, the Fifth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 4, 2016, and further amended by the Sixth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated August 23, 2017 (collectively, the "Agreement"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 301 North Street, Jackson, MS 39201; and

WHEREAS, Licensee desires to amend the Agreement to allow for the modification of its equipment and the installation of additional LTE equipment, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee have agreed to adjust the rent in conjunction with the modifications to the Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Additional Equipment. Licensor consents to the modification of its equipment and installation and operation of additional LTE equipment, associated cables and equipment (the "Additional Equipment") as more completely described on attached Exhibit D-7. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D-7. Exhibit D-7 hereby replaces and supersedes Exhibit D-6 to the Agreement.

2. Rent. Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred and One and 00/100 Dollars (\$201.00) Per month, subject to escalation, if any, as provided in the Agreement.

3. Notices. Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor:	Division of Telecommunications Manager P.O. Box 17 Jackson, MS 39205 (601) 960-1696	If to Licensee:	New Cingular Wireless PCS, LLC Attn: TAG – LA Cell Site Name: Hinds EOC (MS), Fixed Asset #: 10024313 1025 Lenox Park Blvd NE, 3 rd Floor Atlanta, GA 30319
-----------------	---	-----------------	---

With copy to:	Office of the City Attorney P.O. Box 17 Jackson, MS 39205 (601) 960-1799	With copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Cell Site Name: Hinds EOC (MS), Fixed Asset #: 10024313 208 S. Akard Street Dallas, TX 85202-4206
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The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. Capitalized Terms. All capitalized terms used by not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Jackson

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D-7

Market: GulfCoast (MS)
Cell Site Name: MLK DRIVE
Fixed Asset Number: 10030816
City site name: HOLMES: #23

SEVENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS SEVENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**LICENSOR**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**LICENSEE**”).

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated September 1, 2003, as amended by the First Amendment to Antenna Site License Agreement dated July 1, 2005, the Second Amendment to Antenna Site License Agreement dated October 20, 2009, the Third Amendment to Antenna Site License Agreement dated October 12, 2010, the Fourth Amendment to Antenna Site License Agreement dated July 23, 2012, Fifth Amendment to Antenna Site License Agreement dated August 31, 2017, and the Sixth Amendment to Antenna Site License Agreement dated June 17, 2020. (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 2916 Holmes Avenue, Jackson, MS 39213; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

~~— NOW —~~ THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables, and equipment (the “**Additional Equipment**”) as more completely described on attached Exhibit A-6. Licensor’s execution of this Amendment will signify

Licensor's approval of Exhibit A-6. Exhibit A-6 hereby replaces and supersedes Exhibit A-5 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "**Rent Commencement Date**"), Rent shall be increased by One Hundred Eleven and 0/100 Dollars (\$111.00) per month, subject to escalation if any, as provided in the Agreement.

3. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Jackson

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A-6

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Licensee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: Gulf Coast
Cell Site Name: LYNCH STREET
Fixed Asset Number: 10024344

TENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS TENTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated January 7, 1998, as amended by that certain First Amendment to Antenna Site License Agreement dated March 1, 2004, that certain Second Amendment to Antenna Site License Agreement dated July 1, 2005, that certain re-numbered and re-titled Third Amendment to Antenna Site License Agreement dated October 20, 2009, that certain re-numbered and re-titled Fourth Amendment to Antenna Site License Agreement dated October 12, 2010, that certain Fifth Amendment to Antenna Site License Agreement dated July 23, 2012, that certain Sixth Amendment to Antenna Site License Agreement dated August 13, 2015, that certain Seventh Amendment to Antenna Site License Agreement dated October 4, 2016, that certain Eighth Amendment to Antenna Site License Agreement dated July 2, 2018, and as further amended by that certain Ninth Amendment to Antenna Site License Agreement dated March 15, 2019 (collectively, the "**Agreement**"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 3551 Lynch Steet, Jackson, MS 39204 ("**Site**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to update Licensee's notice address; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "**Additional Equipment**") as more completely described on attached Exhibit A-10. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A-10. Exhibit A-10 hereby replaces and supersedes Exhibit A-9 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "**Rent Commencement Date**"), Rent shall be increased by Two Hundred Seventeen and 50/100 Dollars (\$217.50) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson
ATTN: Manager,
Division of
Telecommunication
Post Office Box 17
Jackson, Mississippi
39205

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # 39993

Cell Site Name: LYNCH STREET (MS)
Fixed Asset #: 10024344

1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # 39993
Cell Site Name: LYNCH STREET (MS)
Fixed Asset #: 10024344
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Tenant elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

EXHIBIT A-10

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Market: Gulf Coast (MS)
Cell Site Number: MSL01049
Cell Site Name: Martin & Hinds
Fixed Asset Number: 10015673
City Site Name: Martin & Hinds, #12

EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

WHEREAS, Licensor and Licensee entered into the Antenna Site License Agreement dated January 7, 1998, as amended by the First Amendment to Antenna Site License Agreement dated March 1, 2004, the Second Amendment to Antenna Site License Agreement dated July 1, 2005, the Third Amendment to Antenna Site License Agreement dated October 20, 2009, the Fourth Amendment to Antenna Site License Agreement dated July 23, 2012, and the Fifth Amendment to Antenna Site License Agreement dated September 21, 2015, and the Sixth Amendment to Antenna Site License Agreement dated January 5, 2018, and as further amended by the Seventh Amendment to Antenna Site License Agreement dated March 15, 2019 (collectively, the "Agreement"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 543 Martin Street, Jackson, MS 39201; and

WHEREAS, Licensee desires to amend the Agreement to allow for installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Additional Equipment. Licensor consents to the installation and operation of additional LTE antennas, associated cables and equipment (the "Additional Equipment") as more completely described on attached Exhibit A-8. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A-8. Exhibit A-8 hereby replaces and supersedes Exhibit A-7 to the Agreement.

2. Rent. Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by two hundred thirty-five dollars and fifty cents (\$235.50) per month, subject to further adjustments provided in the Agreement.

3. Notices. Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: Manager, Division Telecommunications
City of Jackson
P.O. Box 17
Jackson, MS 39205
(601) 960-1696

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: MSL01049
Cell Site Name: Martin & Hinds (MS)
Fixed Asset #: 10015673
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

with a copy to: Office of the City Attorney
Attention: City Attorney
City of Jackson
P.O. Box 17
Jackson, MS 39207
(601) 960-1799

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MSL01049
Cell Site Name: Martin & Hinds (MS)
Fixed Asset #: 10015673
208 S. Akard Street
Dallas, TX 75202-4206

Mercury Wireless Management, Inc.
1410 Livingston Lane
Jackson, MS 39213-8003
Attention: Antenna Site Manager
(601) 362-2200

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Unmanned Aircraft System. If Licensee elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Jackson

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

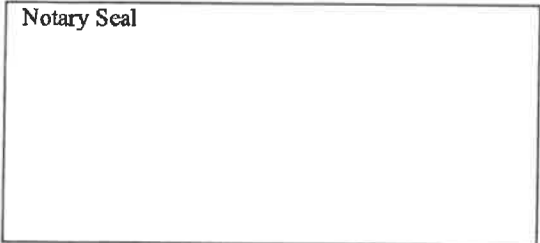
By: _____
Print Name: _____
Its: _____
Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____.

Notary Seal



(Signature of Notary)

My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____
_____, the _____ of AT&T Mobility Corporation.

Notary Seal



(Signature of Notary)

My Commission Expires: _____

EXHIBIT A-8

Market: GulfCoast (MS)
Cell Site Name: COOPER ROAD
Fixed Asset Number: 10024332
City Site Name: Cooper

SEVENTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA LICENSE AGREEMENT)

THIS SEVENTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) (this "Amendment"), dated as of the latter of the signature dates below, is by and between THE CITY OF JACKSON, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

WHEREAS, Licensor and Licensee entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated May 15, 2000, as amended by the First Amendment to Ground License Agreement and Antenna Site License Agreement dated January 30, 2004, the Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 1, 2005, the Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 12, 2010, the Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated January 20, 2017, Fifth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated August 23, 2017, and the Sixth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated March 15, 2019 (collectively, the "Agreement"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 731 Cooper Road, Jackson, MS 39212 ("Site"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "**Additional Equipment**") as more completely described on attached Exhibit D-7. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D-7. Exhibit D-7 hereby replaces and supersedes Exhibit D-6 to the Agreement.
2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "**Rent Commencement Date**"), Rent shall be increased by Two Hundred Ninety-One and 00/100 Dollars (\$291.00) per month, subject to escalation if any, as provided in the Agreement.
3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Jackson
P.O. Box 17
Jackson, MS 39205

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # N/A
Cell Site Name: Cooper Road (MS)
Fixed Asset #: 10024332
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # N/A
Cell Site Name: Cooper Road (MS)
Fixed Asset #: -10024332
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

AT&T Site Name: Cooper Road / FA# 10024332
City Site Name: Cooper; #21
055397\000200\4856-4031-2417v1

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
 City of Jackson,
 a Mississippi municipality

LICENSEE:
 New Cingular Wireless PCS, LLC,
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Print Name: Chokwe Antar Lumumba
 Title: Mayor
 Date: _____

By: _____
 Print Name: _____
 Its: _____
 Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT D-7

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

AT&T Site Name: Cooper Road / FA# 10024332
City Site Name: Cooper; #21
055397\000200\4856-4031-2417v1

Market: GulfCoast (MS)
Cell Site Name: Police Academy
Fixed Asset Number: 10024338
City site name: PTC; #22

EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS EIGHTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated June 23, 2000, as amended by the First Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated January 30, 2004, the Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 1, 2005, the Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated October 12, 2010, the Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated July 23, 2012, the Fifth Amendment to Antenna Site License Agreement dated August 13, 2015, the Sixth Amendment to Antenna Site License Agreement dated October 4, 2016, and further amended by August 23, 2017 (collectively, the “**Agreement**”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 3000 1/2 SAINT CHARLES STREET, Jackson, MS 39209; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional LTE antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

AT&T site name: Police Academy/FA#10024338
City site name: PTC; #22

1. **Additional Equipment.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment (the "Additional Equipment") as more completely described on attached Exhibit D-8. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit D-8. Exhibit D-8 hereby replaces and supersedes Exhibit D-7 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Licensee commences installation of the Additional Equipment (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Thirty-Five and 50/100 Dollars (\$235.50) per month, subject to escalation if any, as provided in the Agreement.

3. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: P.O. Box 17

Jackson, MS
39205

If to New Cingular Wireless PCS, LLC
LICENSEE:

Attn: TAG - LA

Re: Cell Site # MSL01037
Cell Site Name: Police Academy
(MS)
Fixed Asset #: 10024338
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # MSL01037
Cell Site Name: Police Academy
(MS)
Fixed Asset #: 10024338
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify

and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Unmanned Aircraft System.** If Licensee elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Jackson

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Chokwe Antar Lumumba
Title: Mayor
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT D-8

DESCRIPTION OF LICENSEE'S EQUIPMENT

[SEE ATTACHED NEW CONSTRUCTION/ COLLOCATION APPLICATION]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Licensee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Exhibit A

City of Jackson New Construction/Collocation Application

RETURN THIS APPLICATION TO:	
City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: JSU JSU City Site No.: #29 Date: 7/30/18

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: David Lewis		
Street Address: 111 East Saint Peter Street		
City: Carencro	State: LA	Zip: 70520
Phone Number: 205-777-9842	Fax Number:	
Contract To Be Executed By: Bryan Coleman		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE		

CITY TOWER INFORMATION					
Latitude:	N32	17	55.9	Existing Structure Type:	WT
Longitude:	W90	12	34	Existing Structure Height:	120'
Site Address:	1400 Lynch Street				

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		120'	120'	120'
Number of Antennas	TX/RX	4	4	4
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(2) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8 (1) Kathrein 80010992	(2) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8 (1) Kathrein 80010992	(2) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8 (1) Kathrein 80010992
Total Antenna per Sector		4	4	4
Weight (per antenna)		(2) @ 64 lbs (1) @ 51 (1) @ 75 lbs (1) @ 114.8 lbs	(2) @ 64 lbs (1) @ 51 (1) @ 75 lbs (1) @ 114.8 lbs	(2) @ 64 lbs (1) @ 51 (1) @ 75 lbs (1) @ 114.8 lbs
Antenna Dimensions		(2) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" (1) 105.2"x20"x6.9"	(2) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" (1) 105.2"x20"x6.9"	(2) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" (1) 105.2"x20"x6.9"
ERP (watts)		500 Max	500 Max	500 Max
Antenna Gain		13.85/15/14.8/16.5/17.7	13.85/15/14.8/16.5/17.7	13.85/15/14.8/16.5/17.7
Orientation/Azimuth		60	180	300

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

ADDITIONAL EQUIPMENT			
Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(4) RET (3) TMA (5) RRU (1) DC Surge Suppression System (1) RRU (2) RRU (1) Diplexer	(4) RET (3) TMA (5) RRU (1) DC Surge Suppression System (1) RRU (2) RRU (1) Diplexer	(4) RET (3) TMA (5) RRU (1) DC Surge Suppression System (1) RRU (2) RRU (1) Diplexer
Equipment Manufacturer/Model # (attach spec. sheet)	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 TMA (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (3) Ericsson RRUS-32 B30/66 (1) Raycap DC6-48-60-18-8F (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 4478 B5 (1) Commscope CBC78T-DS-43-2X	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 TMA (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (3) Ericsson RRUS-32 B30/66 (1) Raycap DC6-48-60-18-8F (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 4478 B5 (1) Commscope CBC78T-DS-43-2X	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 TMA (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (3) Ericsson RRUS-32 B30/66 (1) Raycap DC6-48-60-18-8F (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 4478 B5 (1) Commscope CBC78T-DS-43-2X
Total Components per Sector	15	15	15
Weight (per component)	(4) .5 lbs (3) @ 31 lbs (1) @ 50lbs (1) @ 58 lbs (3) @ 58lbs (1) @ 32.8 lbs (2) @ 59.4 lbs (1) @ 20.7 lbs	(4) .5 lbs (3) @ 31 lbs (1) @ 50lbs (1) @ 58 lbs (3) @ 58lbs (1) @ 32.8 lbs (2) @ 59.4 lbs (1) @ 20.7 lbs	(4) .5 lbs (3) @ 31 lbs (1) @ 50lbs (1) @ 58 lbs (3) @ 58lbs (1) @ 32.8 lbs (2) @ 59.4 lbs (1) @ 20.7 lbs
Component Dimensions	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (3) 27.2x12.1x7 (1) 24x11x11 (2) 18.1x13.4x8.26 (1) 6.4x6.9x9.6	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (3) 27.2x12.1x7 (1) 24x11x11 (2) 18.1x13.4x8.26 (1) 6.4x6.9x9.6	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (3) 27.2x12.1x7 (1) 24x11x11 (2) 18.1x13.4x8.26 (1) 6.4x6.9x9.6

MOUNTS AND COAX

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Tower Mount Dimensions	Existing	Existing	Existing
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	13	4	4
Type of Coax (i.e. fiber, power, CDMA)	(4) CDMA (2) Fiber (6) DC (1) RET	(4) CDMA	(4) CDMA
Diameter of Coax Cables	(4) 1 5/8" (2) 3/8" (6) 3/4" (1) 5/16"	(4) 1 5/8"	(4) 1 5/8"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM,LTE,UMTS		

GROUND SPACE & POWER REQUIREMENTS

Cabinet Manufacturer/Model	Existing no change.	Shelter Manufacturer	Existing no change.
Equipment Pad Dimensions	Existing no change.	Shelter Dimensions	Existing no change.
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston, 601-503-6327		

Summary of work to be performed: Removal of (3) CCI HPA-65R-BUU-H6-K Antennas, (3) RRUs 12, and addition of (3) Kathrein 80010992 antennas, (3) Ericsson RRUS 4478 B14, (3) Ericsson RRUS 4478 B5, and (3) Commscope CBC78T-DS-43-2X Diplexer. No change to ground space.

Final Configuration: (12) Antennas, (9) TMA's, (12) RET, (18) RRU, (3) Raycap DC6, (12) 1 5/8" coax, (2) 3/8" Fiber, (6) 3/4" DC cables, (1) 5/16" RET cable.

**City of Jackson
New Construction/Collocation Application**

(Please provide quantity and equipment label for each item)

Equipment to be added:

1. (3) Kathrein 80010992 Antenna
2. (3) Ericsson RRUS 4478 B14
3. (3) Ericsson RRUS 4478 B5
4. (3) Commscope CBC78T-DS-43-2X Diplexer
- 5.

Equipment to be removed:

1. (3) CCI HPA-65R-BUU-H6-K Antenna
2. (3) RRUS-12
- 3.
- 4.

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: David Lewis

Signature of person submitting application on behalf of Applicant

Company: David Lewis

Printed Name: David Lewis

Title: Agent

Date: 7/30/18

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit B

DESCRIPTION OF LICENSEE'S EQUIPMENT

5/20/2012

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:			
City of Jackson	City Site Name: FS 22		
2320 Riverside Drive	City Site No.: 9		
Jackson, MS 39205	Date: 12/23/2022		
Attn: Telecommunications		Carrier Site Name:	Lake Catherine
Phone: (601) 960-1696		Carrier Site No.:	10070459
Fax: (601) 960-1698			

APPLICANT INFORMATION		
Company Name: MasTec Network Solutions		
Point of Contact: Renee Crilly		
Street Address: 1351 E Irving Park Rd		
City: Itasca	State: IL	Zip: 60143
Phone Number: (224) 764-1477	Fax Number:	
Contract To Be Executed By: Robby McElhannon		
Accounts Payable Contact: Renee Crilly		
Are You a Corporation, LLC, or Partnership: LLC		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 1025 Lenox Park Blvd NE, 3rd Floor		
City: Atlanta	State: GA	Zip: 30319
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.):		

CITY TOWER INFORMATION					
Latitude:	32°	13'	33.2904"	Existing Structure Type:	Self-Support
Longitude:	-90°	15'	13.0464"	Existing Structure Height:	190'
Site Address:	1592 Lakeshore Drive, Jackson, MS 39212				

	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
Desired Rad Center (Feet AGL)	196'	196'	196'	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Number of Antennas	4	4	4	
TX RX	TX: 734 - 742.5, 758-768. 869.6 - 878.6. 1730 - 1732.5. 1935.2 - 1945. 2305 - 2320, 3700-3980. 3450- 3550 RX: 704-712.5, 788- 798, 824.6 - 833.8, 2130 - 2132.5, 1855.2 - 1865, 2345 - 2360. 3700-3980, 3450-3550	TX: 734 - 742.5, 758-768. 869.6 - 878.6. 1730 - 1732.5. 1935.2 - 1945, 2305 - 2320, 3700-3980, 3450- 3550 RX: 704-712.5, 788- 798, 824.6 - 833.8. 2130 - 2132.5. 1855.2 - 1865. 2345 - 2360, 3700-3980, 3450-3550	TX: 734 - 742.5, 758-768. 869.6 - 878.6. 1730 - 1732.5. 1935.2 - 1945. 2305 - 2320, 3700-3980, 3450- 3550 RX: 704-712.5, 788- 798, 824.6 - 833.8. 2130 - 2132.5, 1855.2 - 1865. 2345 - 2360, 3700-3980, 3450-3550	
Antenna Manufacturer/Model# <i>(Attach spec. sheet)</i>	(1) Kathrein 80010992V01 (1) CCI TPA-65R- LCUUUU-H8-K (1) Ericsson AIR 6449 B77D @194' (1) Ericsson AIR B77G @198'	(1) Kathrein 80010992V01 (1) CCI TPA-65R- LCUUUU-H8-K (1) Ericsson AIR 6449 B77D @194' (1) Ericsson AIR B77G @198'	(1) Kathrein 80010992V01 (1) CCI TPA-65R- LCUUUU-H8-K (1) Ericsson AIR 6449 B77D @194' (1) Ericsson AIR B77G @198'	
Total Antenna per Sector	4	4	4	
Weight (per antenna)	130.1 lbs / 75 lbs / 81.6 lbs / 66.1 lbs	130.1 lbs / 75 lbs / 81.6 lbs / 66.1 lbs	130.1 lbs / 75 lbs / 81.6 lbs / 66.1 lbs	
Antenna Dimensions	105.2''X20.0''X6.9'' 96'' x 14.4'' x 8.6'' 30.4'' x 15.9'' x 8.1'' 28'' x 15.7'' x 6.7''	105.2''X20.0''X6.9'' 96'' x 14.4'' x 8.6'' 30.4'' x 15.9'' x 8.1'' 28'' x 15.7'' x 6.7''	105.2''X20.0''X6.9'' 96'' x 14.4'' x 8.6'' 30.4'' x 15.9'' x 8.1'' 28'' x 15.7'' x 6.7''	

ERP (watts)	400 / 1640	400 / 1640	400 / 1640	
Antenna Gain				
Orientation/Azimuth	10°	130°	250°	

ADDITIONAL EQUIPMENT

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson New Construction/Colocation Application

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	Radioheads. squids.	Radioheads. squids.	Radioheads. squids.	
Equipment Manufacturer/Model# (Attach spec. sheet)	(1) Ericsson RRUS 4478 B12A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 4478 B5 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS-32 B30 (1) Raycap DC6-48-60-18-8F (1) Raycap DC6-48-60-18-8C-EV	(1) Ericsson RRUS 4478 B12A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 4478 B5 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS-32 B30 (1) Raycap DC6-48-60-18-8F	(1) Ericsson RRUS 4478 B12A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS, 4478 B5 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS-32 B30 (1) Raycap DC6-48-60-18-8F	
Total Components per Sector	7	6	6	
Weight (per component)	59.4 lbs. 59.4 lbs. 59.9 lbs. 72 lbs. 53 lbs. 32.8 lbs. 26.2 lbs.	59.4 lbs. 59.4 lbs. 59.9 lbs. 72 lbs. 53 lbs. 32.8 lbs.	59.4 lbs. 59.4 lbs. 59.9 lbs. 72 lbs. 53 lbs. 32.8 lbs.	
Component Dimensions	16.5"x13.2"x7.3" 16.5"x13.2"x7.3" 16.5"x13.4"x7.7" 14.9"x13.2"x10.9" 27.2"x12.1"x7" 31.25"x11.0"x18.5" 31.4"x10.24"x18.28"	16.5"x13.2"x7.3" 16.5"x13.2"x7.3" 16.5"x13.4"x7.7" 14.9"x13.2"x10.9" 27.2"x12.1"x7" 31.25"x11.0"x18.5"	16.5"x13.2"x7.3" 16.5"x13.2"x7.3" 16.5"x13.4"x7.7" 14.9"x13.2"x10.9" 27.2"x12.1"x7" 31.25"x11.0"x18.5"	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

MOUNTS AND COAX				
Tower Mount Dimensions	Platform Mount			
Tower Mount Weight				
Antenna Dimensions / Weight				
Transmit Frequency				
Receive Frequency				
Number of Coax Cables (PER SECTOR)	7	5	5	
Type of Coax (i.e. fiber, power, CDMA)	(2) Coax (3) #6 DC Cable (1) Fiber cable (1) RET cable	(2) Coax (2) #6 DC Cable (1) Fiber cable	(2) Coax (2) #6 DC Cable (1) Fiber cable	
Diameter of Coax Cables	(2) 1-5/8" (3) 7/8" (1) 3/8" (1) 5/16"	(2) 1-5/8" (2) 7/8" (1) 3/8"	(2) 1-5/8" (2) 7/8" (1) 3/8"	
Tenant RF Contact Name/Number	Eyram Kunawotor / ek3158@att.com@xxxx.com			
City RF Contact Name/Number	AKeith Harris / 601-502-4691			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	Cellular			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions	15' x 7.5'	Shelter Dimensions	
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact			
City Construction Contact			

Summary of work to be performed:

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

(Please provide quantity and equipment label for each item)

Existing Equipment:

- (3) CCI HPA-65R-BUU-H8-K
- (3) Kathrein 80010122
- (3) CCI TPA-65R-LCUUUU-H8-K
- (3) Ericsson RRUS-11
- (3) Ericsson RRUS 4478 B14
- (3) Ericsson RRUS-4478 B5
- (3) Ericsson RRUS 8843 B2/B66A
- (3) Ericsson RRUS-32 B30
- (6) Kathrein 860-10025
- (6) Powerwave LGP17201 TMA
- (6) 1-5/8" Coax
- (6) 7/8" DC power trunk
- (1) 5/16" RET
- (2) 3/8" Fiber
- (3) Raycap DC6-48-60-18-8F

Equipment to be removed:

- (3) CCI HPA-65R-BUU-H8-K
- (3) Kathrein 80010122
- (3) Ericsson RRUS-11
- (6) Kathrein 860-10025
- (6) Powerwave LGP17201 TMA

Equipment to be added:

- (3) Kathrein 80010992V01
- (3) Ericsson AIR6449 B77D @194'
- (3) Ericsson AIR6419 B77G @198'
- (3) Ericsson RRUS 4478 B12A
- (1) 7/8" DC power trunk
- (1) 3/8" Fiber
- (1) Raycap DC6-48-60-18-8C-EV

**THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE
DATE**

City of Jackson
New Construction/Colocation Application

Final Configuration (include all existing and proposed):

- (3) Kathrein 80010992V01
- (3) CCI TPA-65R-LCUUUU-H8-K
- (3) Ericsson AIR6449 B77D @ 194'
- (3) Ericsson AIR6419 B77G @ 198'
- (3) Ericsson RRUS 4478 B14
- (3) Ericsson RRUS-4478 B5
- (3) Ericsson RRUS 8843 B2/B66A
- (3) Ericsson RRUS-32 B30
- (3) Ericsson RRUS 4478 B12A
- (6) 1-5/8" Coax
- (7) 7/8" DC power trunks
- (1) 5/16" RET
- (3) 3/8" Fiber
- (3) Raycap DC6-48-60-18-8F
- (1) Raycap DC6-48-60-18-8C-EV

**THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE
DATE**

**City of Jackson
New Construction/Colocation Application**

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: _____
Signature of person submitting application on behalf of Applicant
Company: _____
Printed Name: _____
Title: _____
Date: _____

**THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE
DATE**

City of Jackson
New Construction/Colocation Application

**THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE
DATE**

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

Date:

City of Jackson, Manager of Telecommunications

**THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE
DATE**

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:	
City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: FS21 City Site No.: #8 Date: 09/14/2022 Carrier Site Name: Watkins Drive Carrier Site No: 10029000

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: Gilberto Morales		
Street Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Phone Number: 956-513-7727	Fax Number:	
Contract To Be Executed By: Robby McElhannon		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): Cellular		

CITY TOWER INFORMATION					
Latitude:	N32	22	50.2	Existing Structure Type:	Self-Support
Longitude:	W90	11	36.7	Existing Structure Height:	200'
Site Address:	5383 Watkins Drive, Jackson, MS 39206				

	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
Desired Rad Center (Feet AGL)	162' / 164' / 166'	162' / 164' / 166'	162' / 164' / 166'	

City of Jackson New Construction/Colocation Application

Number of Antennas	5	5	5	
TX RX	(TX) 717-728, 729-745. 758-768. 869-894. 1930-1990. 2110-2180. 2350-2360. 3450-3550. 3700-3980 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(TX) 717-728, 729-745. 758-768. 869-894. 1930-1990. 2110-2180. 2350-2360, 3450-3550, 3700-3980 MHz (RX) 699-715, 788-798, 824-849, 1710-1780. 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(TX) 717-728, 729-745. 758-768. 869-894. 1930-1990, 2110-2180. 2350-2360, 3450-3550, 3700-3980 MHz (RX) 699-715. 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	
Antenna Manufacturer/Model# (Attach spec. sheet)	(1) CCI OPA-BU8B-K (1) Ericsson AIR 6419 B77G @ 166' (1) Ericsson AIR 6449 B77D @ 162' (1) Kathrein 80010992 K (1) Commscope JJA4H4-65C-R6	(1) CCI OPA-BU8B-K (1) Ericsson AIR 6419 B77G @ 166' (1) Ericsson AIR 6449 B77D @ 162' (1) Kathrein 80010992 K (1) Commscope JJA4H4-65C-R6	(1) CCI OPA-BU8B-K (1) Ericsson AIR 6419 B77G @ 166' (1) Ericsson AIR 6449 B77D @ 162' (1) Kathrein 80010992 K (1) Commscope JJA4H4-65C-R6	
Total Antenna per Sector	5	5	5	
Weight (per antenna)	69 lb. 81.6 lb. 55.4 lbs. 114.8 lb. 127.9 lbs.	69 lb. 81.6 lb. 55.4 lbs. 114.8 lb. 127.9 lbs.	69 lb. 81.6 lb. 55.4 lbs. 114.8 lb. 127.9 lbs..	
Antenna Dimensions	95.9" x 11.7" x 8.4" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3" 105.2" x 20" x 6.9" 96" x 19.6" x 7.8"	95.9" x 11.7" x 8.4" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3" 105.2" x 20" x 6.9" 96" x 19.6" x 7.8"	95.9" x 11.7" x 8.4" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3" 105.2" x 20" x 6.9" 96" x 19.6" x 7.8"	

ERP (watts)				
Antenna Gain	xx dBi	xx dBi	xx dBi	
	xx dBi	xx dBi	xx dBi	
Orientation/Azimuth	60	180	300	

ADDITIONAL EQUIPMENT

City of Jackson
New Construction/Colocation Application

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(6) radio head. (1) squid.	(6) radio head. (1) squid.	(6) radio head. (2) squids	
Equipment Manufacturer/Model# (Attach spec. sheet)	(1) RRUS 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) RRUS E2 B29 (1) DC6-48-60-18-8F	(1) RRUS 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) RRUS E2 B29 (1) DC6-48-60-18-8F	(1) RRUS 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) RRUS E2 B29 (2) DC6-48-60-18-8F	
Total Components per Sector	7	7	8	
Weight (per component)	57.2 lb. (1) 72 lbs. (1) 53 lb. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (1)	57.2 lb. (1) 72 lbs. (1) 53 lb. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (1)	57.2 lb. (1) 72 lbs. (1) 53 lb. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (2)	
Component Dimensions	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 20.4" x 18.5" x 7.5" (1) 18.5" x 11" x 31.25" (1)	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 20.4" x 18.5" x 7.5" (1) 18.5" x 11" x 31.25" (1)	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 20.4" x 18.5" x 7.5" (1) 18.5" x 11" x 31.25" (2)	

City of Jackson
New Construction/Colocation Application

MOUNTS AND COAX				
Tower Mount Dimensions	Sabre CI0857007C	Sabre CI0857007C	Sabre CI0857007C	
Tower Mount Weight	511#	511#	511#	
Antenna Dimensions / Weight				
Transmit Frequency	(TX) 717-728, 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz	(TX) 717-728, 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz	(TX) 717-728, 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz	
Receive Frequency	(RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	
Number of Coax Cables (PER SECTOR)	6	6	6	
Type of Coax (i.e. fiber, power, CDMA)	(2) Coax cables (3) DC Cables (1) Fiber cables	(2) Coax cables (3) DC Cables (1) Fiber cables	(2) Coax cables (2) DC Cables (1) Fiber cables (1) RET cables	
Diameter of Coax Cables	(2) 1 5/8" (1).795" (2).957" (1) 3/8"	(2) 1 5/8" (3).957" (1) 3/8"	(2) 1 5/8" (2).957" (1) 3/8" (1)5/16"	
Tenant RF Contact Name/Number	Eyram Kunawotor / EK3158@ATT.com			
City RF Contact Name/Number	AKeith Harris / 601-502-4691			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	Cellular			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:	Cynthia Dicharry / 205-226-4242		
City Construction Contact Name/Number:	AKeith Harris / 601-502-4691		

**City of Jackson
New Construction/Colocation Application**

Summary of work to be performed:

City of Jackson New Construction/Colocation Application

(Please provide quantity and equipment label for each item)

Existing Equipment:

- (3) CCI OPA-65R-BU8B-K
- (3) CCI TPA-65R-LCUUUU-H8-K
- (3) Kathrein 80010992
- (3) Ericsson RRUS-11
- (3) Ericsson RRUS-32
- (3) Ericsson RRUS-B14 4478
- (3) Ericsson RRUS-4478 B5
- (3) Ericsson RRUS-8843 B2 B66
- (3) Ericsson RRUS-E2-B29
- (3) CBC78T-DS-43-2X
- (3) Powerwave TT08-I 9DB111-001 TMAAs
- (4) DC6-48-60-18-8F
- (2) DC2-48-60-0-9E
- (1) 5/16" RET cable
- (2) .795" DC Cables
- (5) .957" DC Cables
- (3) 3/8" Fiber cables
- (6) 1-5/8" coax

Equipment to be removed:

- (3) CCI TPA-65R-LCUUUU-H8-K
- (3) Ericsson RRUS-11
- (3) Powerwave TT08-I 9DB111-001 TMAAs
- (2) DC2-48-60-0-9E
- (3) CBC78T-DS-43-2X
- (1) .795" DC Cable

Equipment to be added:

- (3) Ericsson AIR6449 B77D @ 162'
- (3) Ericsson AIR 6419 B77G @ 166'
- (3) Commscope JJA4H4-65C-R6
- (3) Ericsson RRUS 4478 B12A
- (2) .957" DC cables

Final Configuration (include all existing and proposed):

- (3) CCI OPA-65R-BU8B-K
- (3) Ericsson AIR6449 B77D @ 162'
- (3) Ericsson AIR 6419 B77G @ 166'
- (3) Kathrein 80010992K
- (3) Commscope JJA4H4-65C-R6
- (3) Ericsson RRUS 4478 B12A
- (3) Ericsson RRUS-32 B30
- (3) Ericsson RRUS-B14 4478
- (3) Ericsson RRUS-4478 B5
- (3) Ericsson RRUS-8843 B2 B66
- (3) Ericsson RRUS-E2-B29
- (4) DC6-48-60-18-8F
- (1) 5/16" RET cable
- (1) .795" DC Cable
- (7) .957" DC Cables
- (3) 3/8" Fiber cables
- (6) 1-5/8" coax

~~THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE~~

**City of Jackson
New Construction/Colocation Application**

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER
AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: Gilberto Morales

Signature of person submitting application on behalf of Applicant
Company:

Printed Name: Gilberto Morales

Title: Site acquisition Specialist

Date: 09.15.2022

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

Exhibit D

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:		City Site Name: Fire Station 7
City of Jackson	2320 Riverside Drive	City Site No.: 4
Jackson, MS 39205	Attn: Telecommunications	Date: 1/29/18
Phone: (601) 960-1696	Fax: (601) 960-1698	Carrier Site Name: Northside Drive
		Carrier Site No.: 10024330

APPLICANT INFORMATION		
Company Name: New Cingular Wireless PCS, LLC (dba - AT&T Mobility)		
Point of Contact: Lisa Zappa		
Street Address: 3975 Asbury Road		
City: Vestavia Hills	State: AL	Zip: 35243
Phone Number: (205) 490-2227	Fax Number: (205) 490-2236	
Contract To Be Executed By: Bill Hillyer, Area Manager Network Engineer		
Accounts Payable Contact: Elizabeth McDaniel emcdaniel@foresitetowers.com or (205) 490-2222		
Are You a Corporation, LLC, or Partnership:		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor by merger to Bellsouth Mobility LLC, a Georgia limited liability company, d/b/a Cingular Wireless		
Address: Suite 13-F West Tower, 575 Morosgo Drive		
City: Atlanta	State: GA	Zip: 30323
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): GSM, UMTS, LTE		

CITY TOWER INFORMATION					
Latitude:	32°	21	22.39	Existing Structure Type:	SST
Longitude:	-90°	10	31.30	Existing Structure Height:	200'
Site Address:	104 Northside Drive, Jackson, MS 39206				

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		153'	153'	153'
Number of Antennas (existing)	TX/RX	2	2	2
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(1) CCI TPA-65R-LCUUUU-H8-K antennas (proposed), (1) Kathrein 80010121 Antennas (existing), (1) CCI HPA-65R-BUU-H6-K antenna (existing)	(1) CCI TPA-65R-LCUUUU-H8-K antennas (proposed), (1) Kathrein 80010121 Antennas (existing), (1) CCI HPA-65R-BUU-H6-K antenna (existing)	(1) CCI TPA-65R-LCUUUU-H8-K antennas (proposed), (1) Kathrein 80010121 Antennas (existing), (1) CCI HPA-65R-BUU-H6-K antenna (existing)
Number of Antennas (final)		3	3	3
Weight (per antenna)		(1) 75lbs., (1) 42lbs., (1) 51lbs.	(1) 75lbs., (1) 42lbs., (1) 68lbs.	(1) 75lbs., (1) 42lbs., (1) 51lbs.
Antenna Dimensions		(1) 96"x14.4"x8.6" (1) 80.9"x15.4"x4.7" (1) 72"x14.8"x9"	(1) 96"x14.4"x8.6" (1) 80.9"x15.4"x4.7" (1) 92.4"x14.8"x7.4"	(1) 96"x14.4"x8.6" (1) 80.9"x15.4"x4.7" (1) 72"x14.8"x9"
ERP (watts)		500	500	500

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Antenna Gain			
Orientation/Azimuth	60°	180°	300°

ADDITIONAL EQUIPMENT			
Additional equipment existing, to be added, or to be removed (i.e. radioheads, tma's, distribution boxes)	(1) RRUS-12 RRU's (proposed), (1) Ericsson RRUs-32 (proposed), (1) Raycap DC6-48-60-18-8F (proposed), (1) RRUS-32B66 (proposed) (4) 860-10025 RET's (existing), (1) Ericsson RRUS-11 RRU (existing), (1) Ericsson RRU-12 RRU (existing), (1) RRUS-A2 RRU module (existing), (1) Raycap DC6-48-60-18-8F squid (existing), (1) TT08-19DB111-001 (existing), (2) Powerwave LGP21401 TMA's (removed)	(1) RRUS-12 RRU's (proposed), (1) Ericsson RRUs-32 (proposed), (1) RRUS-32B66 (proposed) (4) 860-10025 RET's (existing), (1) Ericsson RRUS-11 RRU (existing), (1) Ericsson RRU-12 RRU (existing), (1) RRUS-A2 RRU module (existing), (1) TT08-19DB111-001 (existing), (2) Powerwave LGP21401 TMA's (removed)	(1) RRUS-12 RRU's (proposed), (1) Ericsson RRUs-32 (proposed), (1) RRUS-32B66 (proposed) (4) 860-10025 RET's (existing), (1) Ericsson RRUS-11 RRU (existing), (1) Ericsson RRU-12 RRU (existing), (1) RRUS-A2 RRU module (existing), (1) TT08-19DB111-001 (existing), (2) Powerwave LGP21401 TMA's (removed)
Equipment Manufacturer/Model # (attach spec. sheet)	Ericsson RRUS-12 Ericsson RRUS-32 Ericsson RRUS-32 B66 Raycap DC6-48-60-18-8F	Ericsson RRUS-12 Ericsson RRUS-32 Ericsson RRUS-32 B66	Ericsson RRUS-12 Ericsson RRUS-32 Ericsson RRUS-32 B66
Total Components per Sector	10	8	8
Weight (per component)	(1) 50 lbs (1) 53 lbs (1) 32 lbs (1) 1.6 lbs. (1) 54 lbs. (1) 50 lbs. (1) 33 lbs. (1) 60 lbs (1) 22 lbs. (1) 77 lbs.	(1) 50 lbs (1) 53 lbs (1) 1.6 lbs. (1) 54 lbs. (1) 50 lbs. (1) 60 lbs. (1) 22 lbs. (1) 77 lbs	(1) 50 lbs. (1) 53 lbs. (1) 1.6 lbs. (1) 54 lbs. (1) 50 lbs. (1) 60 lbs. (1) 22 lbs. (1) 77 lbs
Component Dimensions	(1) 17"x17.8"x9.2" (1) 12.8"x15"x3.5" (1) 27.2"x12.1"x7" (1) 17.2"x12.1"x7", 24"x11" (squid) (1) 5.9"x2.4"x2" (1) 13.9"x14.4"x3.7" (1) 17"x17.8"x9.2" (1) 12.8"x15"x3.5" (1) 14.2"x6.7"x5.4" (1) 29.9"x13.3"x9.5"	(1) 17"x17.8"x9.2" (1) 12.8"x15"x3.5" (1) 5.9"x2.4"x2" (1) 13.9"x14.4"x3.7" (1) 17"x17.8"x9.2" (1) 20"x18.5"x7.5" (1) 12.8"x15"x3.5" (1) 14.2"x6.7"x5.4" (1) 29.9"x13.3"x9.5"	(1) 17"x17.8"x9.2" (1) 12.8"x15"x3.5" (1) 5.9"x2.4"x2" (1) 13.9"x14.4"x3.7" (1) 17"x17.8"x9.2" (1) 20"x18.5"x7.5" (1) 12.8"x15"x3.5" (1) 14.2"x6.7"x5.4" (1) 29.9"x13.3"x9.5"

MOUNTS AND COAX

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
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Tower Mount Dimensions	No Change	No Change	No Change
Tower Mount Weight	No Change	No Change	No Change
Antenna Dimensions / Weight	See antenna section above	See antenna section above	See antenna section above
Transmit Frequency	806-960 MHz. LTE 698-894/1710-2170MHz.	806-960 MHz. LTE 698-894/1710-2170MHz.	806-960 MHz. LTE 698-894/1710-2170MHz.
Receive Frequency	1710-2100MHz. LTE 698-894/1710-2170MHz.	1710-2100MHz. LTE 698-894/1710-2170MHz.	1710-2100MHz. LTE 698-894/1710-2170MHz.
Number of Coax Cables (PER SECTOR)	(4) Coax (4) DC Cables (2) Fiber (1) RET Downlead	(4) Coax	(4) Coax
Type of Coax (i.e. fiber, power, CDMA)	(4) Coax, (2) Fiber, (2) DC cables, (1) RET + (2) DC Cables (new)	(4) coax	(4) coax
Diameter of Coax Cables	(4) 1-5/8", (2) 3/8", (4) 3/4" & (1) 5/16"	(4) 1-5/8"	(4) 1-5/8"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM, UMTS, LTE		

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	No Change	Shelter Manufacturer	No Change
Equipment Pad Dimensions	No Change	Shelter Dimensions	No Change
AC Power	No Change	Required Voltage and Total Amps	No Change
Tenant Construction Contact Name/Number:	TBD		
City Construction Contact Name/Number:	Sid Holston, 601-960-1695		

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

Summary of work to be performed:

(Please provide quantity and equipment label for each item)

Equipment to be added:

1. (3) Ericsson RRUS-32 radios
2. (3) CCI TPA-65R-LCUUUU-H8
3. (3) RRUS-32 B66 radios
4. (2) ¼" DC cables
5. (3) RRUS-12
6. (1) DC-48-60-18-8F Raycap
- 7.

Equipment to be removed:

1. (6) LGP21401 TMAs
2. (3) Kathrein 80010121

Final Configuration (include all existing and proposed):

1. (3) RRUS-32 B66
2. (3) Powerwave TT19-08BP111-001 TMAs
3. (3) Ericsson RRUS-11 radios
4. (6) RRUS-12
5. (3) RRUS-A2 radios
6. (3) Kathrein 80010121 antennas
7. (3) CCI HPA-65R-BUU-H8 antennas
8. (3) CCI TPA-65R-LCUUUU-H8-K antennas
9. (3) Ericsson RRUS-32 radios
10. (2) Raycap DC6-48-60-18-8F squids
11. (12) 1-5/8" Coax cables
12. (1) 5/16" RFS LCF158-50A RET cable
13. (2) 3/8" Fiber cables
14. (4) ¼" DC Power Cables
15. (12) 860-10025 RETs

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: _____
Signature of person submitting application on behalf of Applicant
Company: Foresite Services, Inc. _____
Printed Name: Sam Gehri _____
Title: Project Manager _____
Date: _____



Approved And Accepted By:

SIGNATURES:

_____ **Date:** _____
City of Jackson, Manager of Telecommunications

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit E

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:

City of Jackson
2320 Riverside Drive
Jackson, MS 39205
Attn: Telecommunications
Phone: (601) 960-1696
Fax: (601) 960-1698

City Site Name: Fire Station 24
City Site No.: Site #11
Date: xx/xx/xxxx

Carrier Site Name: Surplus City
Carrier Site No: 10024334

APPLICANT INFORMATION

Company Name: AT&T		
Point of Contact: Gilberto Morales		
Street Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Phone Number: 956-513-7727	Fax Number:	
Contract To Be Executed By: Robby McElhannon		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): Cellular		

CITY TOWER INFORMATION

Latitude:	32° 18' 52.2"	Existing Structure Type:	Self-supported
Longitude:	-90° 16' 24.2"	Existing Structure Height:	200'
Site Address:	1242 Wiggins Road, Jackson, MS 39209		

	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
Desired Rad Center (Feet AGL)	156'	156'	156'	
Number of Antennas	4	4	4	
TX RX	(Tx) 734-742.5, 788-798.869.6-878.6, 1935.2-1945.1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz (Rx) 704-712.5, 758-768.824.6-833.8, 1855.2-1865.2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	(Tx) 734-742.5, 788-798.869.6-878.6, 1935.2-1945.1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz (Rx) 704-712.5, 758-768.824.6-833.8, 1855.2-1865.2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	(Tx) 734-742.5, 788-798.869.6-878.6, 1935.2-1945.1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz (Rx) 704-712.5, 758-768.824.6-833.8, 1855.2-1865, 2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	
Antenna Manufacturer/Model# (Attach spec. sheet)	(2) Kathrein 80010992K (1) Ericsson AIR 6449 B77D @ 154' (1) Ericsson AIR 6419 B77G @ 158'	(2) Kathrein 80010992K (1) Ericsson AIR 6449 B77D @ 154' (1) Ericsson AIR 6419 B77G @ 158'	(2) Kathrein 80010992K (1) Ericsson AIR 6449 B77D @ 154' (1) Ericsson AIR 6419 B77G @ 158'	
Total Antenna per Sector	4	4	4	
Weight (per antenna)	(2) 65.5 lb. 81.6 lbs. 77 lbs.	(2) 65.5 lb. 81.6 lbs. 77 lbs.	(2) 65.5 lb. 81.6 lbs. 77 lbs.	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson New Construction/Colocation Application

Antenna Dimensions	(2) 105.2" x 20.0" x 6.9" 31.5"x15.9"x8.7" 31.1"x16.1"x7.3"	(2) 105.2" x 20.0" x 6.9" 31.5"x15.9"x8.7" 31.1"x16.1"x7.3"	(2) 105.2" x 20.0" x 6.9" 31.5"x15.9"x8.7" 31.1"x16.1"x7.3"	
---------------------------	---	---	---	--

ERP (watts)				
Antenna Gain	xx dBi xx dBi	xx dBi xx dBi	xx dBi xx dBi	
Orientation/Azimuth	60	180	300	

ADDITIONAL EQUIPMENT

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(4) Radioheads, (4) RETS, (1) Squids	(4) Radioheads, (4) RETS, (1) Squids	(4) (4) Radioheads, (4) RETS, (1) Squids	
Equipment Manufacturer/Model# (Attach spec. sheet)	(1) Ericsson RRUS 4449 B5, B12 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 32 B30 (4) 860-10025 (1) Raycap DC6-48-60-18-8F	(1) Ericsson RRUS 4449 B5, B12 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 32 B30 (4) 860-10025 (1) Raycap DC6-48-60-18-8F	(1) Ericsson RRUS 4449 B5, B12 (1) Ericsson RRUS 8843 B2, B66A (1) Ericsson RRUS 4478 B14 (1) Ericsson RRUS 32 B30 (4) 860-10025 (1) Raycap DC6-48-60-18-8F	
Total Components per Sector	5	5	5	
Weight (per component)	71 lbs. (1) 72 lbs. (1) 59.4 lbs. (1) 53 lbs. (1) 1.6 (4) 32.8 lbs. (1)	71 lbs. (1) 72 lbs. (1) 59.4 lbs. (1) 53 lbs. (1) 1.6 (4) 32.8 lbs. (1)	71 lbs. (1) 72 lbs. (1) 59.4 lbs. (1) 53 lbs. (1) 1.6 (4) 32.8 lbs. (1)	
Component Dimensions	17.9"x 13.19"x 9.44" (1) 14.9: x 13.2" x 10.9" (1) 18.1" x 13.4" 8.26" (1) 27.2" x 12.1" x 7.0" (1) 5.9"x 2.4"x2" (4) 18.5" x 11" x 31.25" (1)	17.9"x 13.19"x 9.44" (1) 14.9: x 13.2" x 10.9" (1) 18.1" x 13.4" 8.26" (1) 27.2" x 12.1" x 7.0" (1) 5.9"x 2.4"x2" (4) 18.5" x 11" x 31.25" (1)	17.9"x 13.19"x 9.44" (1) 14.9: x 13.2" x 10.9" (1) 18.1" x 13.4" 8.26" (1) 27.2" x 12.1" x 7.0" (1) 5.9"x 2.4"x2" (4) 18.5" x 11" x 31.25" (1)	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

MOUNTS AND COAX				
Tower Mount Dimensions	x"W x x" H	x"W x x" H	x"W x x" H	
Tower Mount Weight	X lb	X lb	X lb	
Antenna Dimensions / Weight	x"x x"x x"/x lb x"x x"x x"/x lb	x"x x"x x"/x lb x"x x"x x"/x lb	x"x x"x x"/x lb x"x x"x x"/x lb	
Transmit Frequency	(Tx) 734-742.5, 788-798, 869.6-878.6, 1935.2-1945, 1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz	(Tx) 734-742.5, 788-798, 869.6-878.6, 1935.2-1945, 1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz	(Tx) 734-742.5, 788-798, 869.6-878.6, 1935.2-1945, 1730-1732.5, 2305-2320, 3450-3550, 3700-3980 MHz	
Receive Frequency	(Rx) 704-712.5, 758-768, 824.6-833.8, 1855.2-1865, 2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	(Rx) 704-712.5, 758-768, 824.6-833.8, 1855.2-1865, 2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	(Rx) 704-712.5, 758-768, 824.6-833.8, 1855.2-1865, 2130-2132.5, 2345-2360, 3450-3550, 3700-3980 MHz	
Number of Coax Cables (PER SECTOR)	7	7	8	
Type of Coax (i.e. fiber, power, CDMA)	(4) Coax cables (2) DC cables (1) Fiber Cable	(4) Coax cables (2) DC cables (1) Fiber Cable	(4) Coax cables (2) DC cables (1) Fiber Cable RET Cable	
Diameter of Coax Cables	(4) 1 5/8" (2) 3/4" (1) 3/8"	(4) 1 5/8" (2) 7/8" (1) 3/8"	(4) 1 5/8" (2) 7/8" (1) 3/8" (1) 5/16"	
Tenant RF Contact Name/Number	Eyam Kunawotor/ EK3158@ATT.COM			
City RF Contact Name/Number	AKeith Harris / 601-502-4691			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	Cellular			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:	Cynthia Dicharry / 205-226-4242		
City Construction Contact Name/Number:	AKeith Harris / 601-502-4691		

City of Jackson
New Construction/Colocation Application

Summary of work to be performed:

(Please provide quantity and equipment label for each item)

Existing Equipment:

- (6) 800 10992K
- (6) 80010121
- (3) 4478 B14/Ericsson
- (3) RRUS-32 B30/ Ericsson
- (3) 8843 B2/B66A/ Ericsson
- (3) 4449 B5/B12
- (3) TT08-19DB111-001
- (6) LGP17201 TMAs
- (12) 860-10025
- (3) Raycap DC6-48-60-18-8F
- (12) 1-5/8" coax
- (6) 3/4" DC power trunks
- (3) 3/8" fiber trunks
- (1) 5/16" RET cable

Equipment to be removed:

- (3) 80010121
- (3) TT08-19DB111-001
- (6) LGP17201 TMAs
- (4) 3/4" DC power trunks

Equipment to be added:

- (3) AIR 6449 B77D
- (3) AIR 6419 B77G
- (4) 7/8" DC power trunks

Final Configuration (include all existing and proposed):

- (6) 800 10992K
- (3) AIR 6449 B77D
- (3) AIR 6419 B77G
- (3) 4478 B14/Ericsson
- (3) RRUS-32 B30/ Ericsson
- (3) 8843 B2/B66A/ Ericsson
- (3) 4449 B5/B12
- (12) 860-10025
- (3) Raycap DC6-48-60-18-8F
- (12) 1-5/8 coax
- (4) 7/8" DC power trunks
- (2) 3/4" DC power trunks
- (3) 3/8" fiber trunks
- (1) 5/16 RET cable

City of Jackson
New Construction/Colocation Application

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: Gilberto Morales

Signature of person submitting application on behalf of Applicant

Company: _____

Printed Name: Gilberto Morales

Title: Site Acquisition Specialist

Date: 07/08/2022

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE

Approved And Accepted By:

SIGNATURES:

Date: _____

City of Jackson, Manager of Telecommunications

Exhibit F

**City of Jackson
New Construction/Collocation Application**

RETURN THIS APPLICATION TO:		City Site Name: Lake Hico
City of Jackson		City Site No.: #13
2320 Riverside Drive		Date: 2/8/18
Jackson, MS 39205		
Attn: Telecommunications		Carrier Site Name: Lake Hico
Phone: (601) 960-1696		Carrier Site No.: 10024311
Fax: (601) 960-1698		

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: David Lewis		
Street Address: 111 East Saint Peter Street		
City: Carencro	State: LA	Zip: 70520
Phone Number: 205-777-9842	Fax Number:	
Contract To Be Executed By: Bryan Coleman		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE		

CITY TOWER INFORMATION					
Latitude:	N32	21	20.9	Existing Structure Type:	SST
Longitude:	W90	12	30.7	Existing Structure Height:	180'
Site Address:	1921 West Northside Drive, Jackson, MS 39213				

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		135'	135'	135'
Number of Antennas	TX/RX	4	4	4
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(2) Kathrein 80010121 / (1) CCI HPA-65R-BUU-H8-K / (1) CCI TPA-65R-LCUUUU-H8-K	(2) Kathrein 80010121 / (1) CCI HPA-65R-BUU-H8-K / (1) CCI TPA-65R-LCUUUU-H8-K	(2) Kathrein 80010121 / (1) CCI HPA-65R-BUU-H8-K / (1) CCI TPA-65R-LCUUUU-H8-K
Total Antenna per Sector		4	4	4
Weight (per antenna)		(2) @ 44.1 lbs / (1) @ 68 lbs / (1) @ 75 lbs	(2) @ 44.1 lbs / (1) @ 68 lbs / (1) @ 75 lbs	(2) @ 44.1 lbs / (1) @ 68 lbs / (1) @ 75 lbs
Antenna Dimensions		(2) 54.4x10.3x5.9 / (1) 92.4x14.8x7.4 / (1) 96x14.4x8.6	(2) 54.4x10.3x5.9 / (1) 92.4x14.8x7.4 / (1) 96x14.4x8.6	(2) 54.4x10.3x5.9 / (1) 92.4x14.8x7.4 / (1) 96x14.4x8.6
ERP (watts)				
Antenna Gain		14.81/12/16.9/17.7	14.81/12/16.9/17.7	14.81/12/16.9/17.7
Orientation/Azimuth		60	180	300

ADDITIONAL EQUIPMENT

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(3) TMA / (2) RRU / (1) RRU / (3) RRU / (4) RET / (1) DC Surge Suppression System	(3) TMA / (2) RRU / (1) RRU / (3) RRU / (4) RET / (1) DC Surge Suppression System	(3) TMA / (2) RRU / (1) RRU / (3) RRU / (4) RET / (1) DC Surge Suppression System
Equipment Manufacturer/Model # (attach spec. sheet)	(2) Powerwave LGP17201 & (1) Powerwave TT-08-19DB111-001 TMAs / Ericsson (1) RRUS-11 / (1) RRUS-12 w/RRUS-A2 / (1) RRUS-32 / (1) Raycap DC6-48-60-18-8F / (1) RRUS-4478 / (1) RRUS-4426 / (1) RRUS-4415 / (4) 860-10025RET	(2) Powerwave LGP17201 & (1) Powerwave TT-08-19DB111-001 TMAs / Ericsson (1) RRUS-11 / (1) RRUS-12 w/RRUS-A2 / (1) RRUS-32 / (1) Raycap DC6-48-60-18-8F / (1) RRUS-4478 / (1) RRUS-4426 / (1) RRUS-4415 / (4) 860-10025RET	(2) Powerwave LGP17201 & (1) Powerwave TT-08-19DB111-001 TMAs / Ericsson (1) RRUS-11 / (1) RRUS-12 w/RRUS-A2 / (1) RRUS-32 / (1) Raycap DC6-48-60-18-8F / (1) RRUS-4478 / (1) RRUS-4426 / (1) RRUS-4415 / (4) 860-10025RET
Total Components per Sector	13	13	13
Weight (per component)	(3) @ 31lbs / (1) @ 50lbs / (1) @ 71.4lbs / (1) @ 77lbs / (1) @ 32.8 lbs / (1) @ 59.4lbs / (1) @ 59.4lbs / (1) @ 47lbs / (4) @ .5lbs	(3) @ 31lbs / (1) @ 50lbs / (1) @ 71.4lbs / (1) @ 77lbs / (1) @ 32.8 lbs / (1) @ 59.4lbs / (1) @ 59.4lbs / (1) @ 47lbs / (4) @ .5lbs	(3) @ 31lbs / (1) @ 50lbs / (1) @ 71.4lbs / (1) @ 77lbs / (1) @ 32.8 lbs / (1) @ 59.4lbs / (1) @ 59.4lbs / (1) @ 47lbs / (4) @ .5lbs
Component Dimensions	(3) 13.9x14.4x3.7 / (1) 17x17.8x9.2 / (1) 20.4x18.5x10.8 / (1) 20.4x18.5x10.8 / (1) 24x11x11 / (1) 18.1x13.4x8.26 / (1) 18.1x13.4x8.26 / (1) 16.5x13.4x6.2 / (4) 5x2x1	(3) 13.9x14.4x3.7 / (1) 17x17.8x9.2 / (1) 20.4x18.5x10.8 / (1) 20.4x18.5x10.8 / (1) 24x11x11 / (1) 18.1x13.4x8.26 / (1) 18.1x13.4x8.26 / (1) 16.5x13.4x6.2 / (4) 5x2x1	(3) 13.9x14.4x3.7 / (1) 17x17.8x9.2 / (1) 20.4x18.5x10.8 / (1) 20.4x18.5x10.8 / (1) 24x11x11 / (1) 18.1x13.4x8.26 / (1) 18.1x13.4x8.26 / (1) 16.5x13.4x6.2 / (4) 5x2x1

MOUNTS AND COAX

	Existing	Existing	Existing
Tower Mount Dimensions			
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	7	4	4
Type of Coax (i.e. fiber, power, CDMA)	(4) CDMA / (2) Fiber / (2) DC / (1) RET	(4) CDMA / (2) DC	(2) CDMA / (2) CDMA / (2) DC
Diameter of Coax Cables	(4) 1 5/8" / (2) 3/8" / (2) 3/4" / (1) 5/16"	(4) 1 5/8" / (2) 3/4"	(2) 1 5/8" / (2) 1 5/8" / (2) 3/4"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM,LTE,UMTS		

GROUND SPACE & POWER REQUIREMENTS

Cabinet Manufacturer/Model	Existing no change.	Shelter Manufacturer	Existing no change.
Equipment Pad Dimensions	Existing no change.	Shelter Dimensions	Existing no change.
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston, 601-503-6327		

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Summary of work to be performed:

(Please provide quantity and equipment label for each item)

Equipment to be added:

1. (3) RRUS-4415, (3) RRUS-4426, (3) RRUS-4478, (1) DC6, and (2) 3/4" DC cable.
- 2.

Equipment to be removed:

1. (3) RRUS-12 w/A2, (2) 1 5/8" Coax
- 2.

Final Configuration (include all existing and proposed):

1. (12) Antennas, (12) RET, (9) TMAs, (15) RRUS, (3) DC6, (10) 1 5/8" Coax, (6) 3/4" DC cable, (2) 3/8" Fiber cable, and (1) 5/16" RET cable.

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION
EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: David Lewis

Signature of person submitting application on behalf of Applicant

Company: David Lewis

Printed Name: David Lewis

Title: Agent

Date: 2/8/18

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit G

**City of Jackson
New Construction/Colocation Application**

RETURN THIS APPLICATION TO:

City of Jackson
2320 Riverside Drive
Jackson, MS 39205
Attn: Telecommunications
Phone: (601) 960-1696
Fax: (601) 960-1698

City Site Name: FS19
City Site No.: #1
Date: 08/12

Carrier Site Name: ADKINS
Carrier Site No: 10024318

APPLICANT INFORMATION

.Company Name: AT&T		
.Point of Contact: Gilberto Morales		
.Street Address: 1025 Lenox Park Boulevard NE, 3rd Floor		
.City: Atlanta	.State: GA	.Zip: 30319
.Phone Number: 956-513-7727	.Fax Number:	
Contract To Be Executed By: Robby McElhannon		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 1025 Lenox Park Boulevard NE, 3rd Floor		
.City: Atlanta	.State: GA	.Zip: 30319
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): Cellular		

CITY TOWER INFORMATION

Latitude:	N32	23	6.8"	Existing Structure Type:	MONOPOLE
Longitude:	W90	8	28	Existing Structure Height:	150'
Site Address:	58102 Ridgewood Road Jackson, MS 39211				

	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
Desired Rad Center (Feet AGL)	133'	133'	133'	

City of Jackson New Construction/Colocation Application

Number of Antennas	4	4	4
.TX RX	(TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	(TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360, 3450-3550, 3700-3980 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz
Antenna Manufacturer/Model# <small>(Attach spec. sheet)</small>	(1) Kathrein 80010992V01 @ 133' (1) CCI TPA-65R-LC0000-H8-K @ 135' (1) Ericsson AIR 6449 B77D @ 131' (1) Ericsson AIR 6419 B77G @ 135'	(1) Kathrein 80010992V01 @ 133' (1) CCI TPA-65R-LC0000-H8-K @ 135' (1) Ericsson AIR 6449 B77D @ 131' (1) Ericsson AIR 6419 B77G @ 135'	(1) Kathrein 80010992V01 @ 133' (1) CCI TPA-65R-LC0000-H8-K @ 135' (1) Ericsson AIR 6449 B77D @ 131' (1) Ericsson AIR 6419 B77G @ 135'
.Total Antenna per Sector	4	4	4
Weight (per antenna)	130.1 lbs. 75 lbs. 81.6 lbs. 77 lbs.	130.1 lbs. 75 lbs. 81.6 lbs. 77 lbs.	130.1 lbs. 75 lbs. 81.6 lbs. 77 lbs.
Antenna Dimensions	105.2" x 20.0" x 6.9" 96" x 14.4" x 8.6" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3"	105.2" x 20.0" x 6.9" 96" x 14.4" x 8.6" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3"	105.2" x 20.0" x 6.9" 96" x 14.4" x 8.6" 31.5" x 15.9" x 8.7" 31.1" x 16.1" x 7.3"
ERP (watts)			
.Antenna Gain	xx dBi xx dBi	xx dBi xx dBi	xx dBi xx dBi
.Orientation/Azimuth	60	180	300

ADDITIONAL EQUIPMENT

**City of Jackson
New Construction/Colocation Application**

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(5) Radiohead, 1 Squid, 3 TMA's. (4) RETs	(5) Radiohead, 1 Squid, 3 TMA's. (4) RETs	(5) Radiohead, 2 Squids. 3 TMA's. (4) RETs	
Equipment Manufacturer/Model# (Attach spec. sheet)	(1) 4478 B12A (1) 8843 b2/b66A (1) 4478 B14 (1) 4478 B5 (1) RRUS-32 B30 (1) DC6-48-60-18-8F (1) TT19-08BP111-001 (2) LGP21401 (4) 800 10025	(1) 4478 B12A (1) 8843 b2/b66A (1) 4478 B14 (1) 4478 B5 (1) RRUS-32 B30 (1) DC6-48-60-18-8F (1) TT19-08BP111-001 (2) LGP21401 (4) 800 10025	(1) 4478 B12A (1) 8843 b2/b66A (1) 4478 B14 (1) 4478 B5 (1) RRUS-32 B30 (1) DC6-48-60-18-8F (1) DC6-48-60-18-8C-EV (1) TT19-08BP111-001 (2) LGP21401 (4) 800 10025	
Total Components per Sector	13	13	14	
Weight (per component)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (1) 16 lbs. (1) 12 lbs. (2) 1 lb. (4)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (1) 16 lbs. (1) 12 lbs. (2) 1 lb. (4)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 32.8 lb. (1) 26.2 lbs. (1) 16 lbs. (1) 12 lbs. (2) 1 lb. (4)	
Component Dimensions	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 18.5" x 11" x 31.25" (1) 9.9" x 6.7" x 5.4" (1) 7" x 11" x 4" (2) 7" x 2.4" x 2" (4)	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 18.5" x 11" x 31.25" (1) 9.9" x 6.7" x 5.4" (1) 7" x 11" x 4" (2) 7" x 2.4" x 2" (4)	18.0" x 13.4" x 7.9" (1) 14.9: x 13.2" x 10.9" (1) 27.2"x 12.1"x 7" (1) 18.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 18.5" x 11" x 31.25" (1) 31.4" x 10.24" x 18.28" (1) 9.9" x 6.7" x 5.4" (1) 7" x 11" x 4" (2) 7" x 2.4" x 2" (4)	

City of Jackson
New Construction/Colocation Application

MOUNTS AND COAX				
.Tower Mount Dimensions	156"W x x" H	156"W x x" H	156"W x x" H	
.Tower Mount Weight	X lb	X lb	X lb	
.Antenna Dimensions / Weight	x"x x"x x"x lb x"x x"x x"/x lb	x"x x"x x"/x lb x"x x"x x"/x lb	x"x x"x x"/x lb x"x x"x x"/x lb	
.Transmit Frequency				
.Receive Frequency				
Number of Coax Cables (PER SECTOR)	7	7	9	
Type of Coax (i.e. fiber, power, CDMA)	(4) Coax cables (2) DC Cables (1) Fiber Cable (1) RET Cable	(4) Coax cables (2) DC Cables (1) Fiber Cable	(4) Coax cables (4) DC Cables (1) Fiber Cable	
.Diameter of Coax Cables	(4) 7/8" (2) 3/4" (1) 3/8" (1) 3/8"	(4) 7/8" (2) 3/4" (1) 3/8"	(4) 7/8" (2) 7/8" - (2) 3/4" (1) 3/8"	
.Tenant RF Contact Name/Number	.Eyam Kunawotor / EK3158@ATT.COM			
.City RF Contact Name/Number	.AKeith Harris / 601-502-4691			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	Cellular			

.GROUND SPACE & POWER REQUIREMENTS			
.Cabinet Manufacturer/Model		.Shelter Manufacturer	11' 6" x 22' 2"
.Equipment Pad Dimensions		.Shelter Dimensions	
.AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:	Cynthia Dicharry / 205-226-4242		
City Construction Contact Name/Number:	.AKeith Harris / 601-502-4691		

City of Jackson
New Construction/Colocation Application

Summary of work to be performed:

City of Jackson
New Construction/Colocation Application

.(Please provide quantity and equipment label for each item)

Existing Equipment:

- (2) Kathrein 800 10121 antennas @ 133'
- (1) Kathrein 742 264 antenna @ 133'
- (6) CCI HPA-65R-BUU-H6 antennas @ 133'
- (3) CCI TPA-65R-LCUUUU-H8-K antennas @ 135'
- (6) Powerwave LGP21401 TMAs
- (3) Powerwave TT19-08BP111-001 TMAs
- (3) Ericsson RRUS 4478 B5
- (3) Ericsson RRUS 4478 B14
- (3) Ericsson RRUS 8843 B2, B66A
- (3) Ericsson RRUS 11 B12
- (3) Ericsson RRUS 32 B30
- (12) Kathrein 800 10025 RETs
- (3) Raycap DC6-48-60-18-8F
- (12) 1-5/8" coax
- (6) 3/4" DC power trunks
- (2) 3/8" fiber trunks
- (1) 3/8" RET cable

Equipment to be removed:

- (2) Kathrein 800 10121 antennas @ 133'
- (1) Kathrein 742 264 antenna @ 133'
- (6) CCI HPA-65R-BUU-H6 antennas @ 133'
- (3) Ericsson RRUS 11 B12
- (12) 1-5/8" coax

Equipment to be added:

- (3) Kathrein 80010992V01 antennas @ 133'
- (3) Ericsson AIR 6419 B77G antennas @ 135'
- (3) Ericsson AIR 6449 B77D antennas @ 131'
- (3) Ericsson RRUS 4478 B12A
- (1) Raycap DC6-48-60-18-8C-EV
- (12) 7/8" coax
- (2) 7/8" DC power trunks
- (1) 3/8" fiber trunk

Final Configuration (include all existing and proposed):

- (3) CCI TPA-65R-LCUUUU-H8-K antennas @ 135'
- (3) Kathrein 80010992V01 antennas @ 133'
- (3) Ericsson AIR 6419 B77G antennas @ 135'
- (3) Ericsson AIR 6449 B77D antennas @ 131'
- (6) Powerwave LGP21401 TMAs (reserved)
- (3) Powerwave TT19-08BP111-001 TMAs (reserved)
- (3) Ericsson RRUS 4478 B5
- (3) Ericsson RRUS 4478 B14
- (3) Ericsson RRUS 8843 B2, B66A
- (3) Ericsson RRUS 32 B30
- (3) Ericsson RRUS 4478 B12A
- (12) Kathrein 800 10025 RETs (reserved)
- (3) Raycap DC6-48-60-18-8F
- (1) Raycap DC6-48-60-18-8C-EV
- (12) 7/8" coax
- (6) 3/4" DC power trunks
- (2) 7/8" DC power trunks
- (3) 3/8" fiber trunks
- (1) 3/8" RET cable

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER
AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: _____

Signature of person submitting application on behalf of Applicant
Company: _____

Printed Name: _____

Title: _____

Date: _____

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

Exhibit H

**City of Jackson
New Construction/Colocation Application**

RETURN THIS APPLICATION TO:		City Site Name:	Fire Station 3 - #3
City of Jackson		City Site No.:	
2320 Riverside Drive		Date:	7-20-18
Jackson, MS 39205			
Attn: Telecommunications			
Phone: (601) 960-1696			
Fax: (601) 960-1698			

APPLICANT INFORMATION		
Company Name: AT&T Mobility		
Point of Contact: Matt Huddleston- Cheryl Gansemer		
Street Address: 1341 West Causeway Approach		
City: Mandeville	State: LA	Zip: 70471
Phone Number: 985-373-0637 – 985-703-0954	Fax Number:	
Contract To Be Executed By: Bill Hilyer, P.E., Area Manager Network Engineering – ATO C&E Site Acquisition Gulf		
Accounts Payable Contact: Lisa Volpi		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive		
City: Atlanta	State: GA	Zip: 30324-3300
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE Overlay		

CITY TOWER INFORMATION						
Latitude:	32	18	42.66	Existing Structure Type:	Self Support Tower	
Longitude:	90	10	58.80	Existing Structure Height:	200'	
Site Address:						

ANTENNAS					
		SECTOR 1	SECTOR 2	SECTOR 3	
Desired Rad Center (Feet AGL)		180'	180'	180'	
Number of Antennas	TX/RX	Existing 3/3	Existing 3/3	Existing 3/3	
		Proposed 1	Proposed 1	Proposed 1	
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	Existing: (1) Andrew DBXLH-9090B-VTM (1) CCI HPA-65R-BUU-H6 (1) CCI TPA-65R-LCUUUU-H8-K Removing: (1) CCI HPA-65R-BUU-H6	Existing: (1) Andrew DBXLH-9090B-VTM (1) CCI HPA-65R-BUU-H6 (1) CCI TPA-65R-LCUUUU-H8-K Removing: (1) CCI HPA-65R-BUU-H6	Existing: (1) Andrew DBXLH-9090B-VTM (1) CCI HPA-65R-BUU-H6 (1) CCI TPA-65R-LCUUUU-H8-K Removing: (1) CCI HPA-65R-BUU-H6	
		Proposed: (1) Kathrein 800 10992	Proposed: (1) Kathrein 800 10992	Proposed: (1) Kathrein 800 10992	
Total Antenna per Sector		3	3	3	
Weight (per antenna)		42lbs, 51lbs, 75lbs	42lbs, 51lbs, 75lbs	42lbs, 51lbs, 75lbs	
Antenna Dimensions		Existing: 80.9x15.4x4.7 & 72x14.8x9 & 96.0x14.4x8.6 Proposed: 105.2 x 20.0 x 6.9	Existing: 80.9x15.4x4.7 & 72x14.8x9 & 96.0x14.4x8.6 Proposed: 105.2 x 20.0 x 6.9	Existing: 80.9x15.4x4.7 & 72x14.8x9 & 96.0x14.4x8.6 Proposed: 105.2 x 20.0 x 6.9	
ERP (watts)		500	500	500	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

Antenna Gain			
Orientation/Azimuth	60	180	300

ADDITIONAL EQUIPMENT			
Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	0	0	0
Equipment Manufacturer/Model # (attach spec. sheet)	Existing: (1) Ericsson RRUS-32B2 (1) Ericsson RRUS-32B66 (2) Raycap DC6-48-60-18-8F (1) Raycap DC6-48-60-0-8F (4) Raycap DC2-48-60-0-9E (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (1) Ericsson RRUS-32 (1) Powerwave TT08-19DB111-001 (TMAs) Removing: (1) Ericsson RRUS-12 Proposed: (1) Ericsson RRUS 4478-B5 (1) Ericsson RRUS B14-4478 (1) Commscope CBC78T-DS-43-2X	Existing: (1) Ericsson RRUS-32B2 (1) Ericsson RRUS-32B66 (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (1) Ericsson RRUS-32 (1) Powerwave TT08-19DB111-001 (TMAs) Removing: (1) Ericsson RRUS-12 Proposed: (1) Ericsson RRUS 4478-B5 (1) Ericsson RRUS B14-4478 (1) Commscope CBC78T-DS-43-2X	Existing: (1) Ericsson RRUS-32B2 (1) Ericsson RRUS-32B66 (1) Ericsson RRUS-11 (1) Ericsson RRUS-12 (1) Ericsson RRUS-32 (1) Powerwave TT08-19DB111-001 (TMAs) Removing: (1) Ericsson RRUS-12 Proposed: (1) Ericsson RRUS 4478-B5 (1) Ericsson RRUS B14-4478 (1) Commscope CRC78T-DS-43-2X
Total Components per Sector	15	8	8
Weight (per component)			
Component Dimensions			

MOUNTS AND COAX			
Tower Mount Dimensions			
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency			
Receive Frequency			
Number of Coax Cables (PER SECTOR)	10	2	2
Type of Coax (i.e. fiber, power, CDMA)	(2) Fiber Cables, (6) #8 DC Cables, (1) RET Cable, (2) Coax	(2) Coax	(4) Coax
Diameter of Coax Cables	(2) 3/8", (6) 3/4", (1) 5/16", (2) 1-5/8" Removing	(2) 1-5/8" Removing	(2) 1-5/8" Removing
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston / 601-503-6327		

Summary of work to be performed:

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

(Please provide quantity and equipment label for each item)

Equipment to be added:

- (3) Kathrein 800 10992
- (3) Ericsson RRUS 4478-B5
- (3) Ericsson RRUS B14-4478
- (3) Commscope CBC78T-DS-43-2X

Equipment to be removed:

- (3) CCI HPA-65R-BUU-H6
- (3) Ericsson RRUS-12

Final Loading:

- (3) Andrew DBXLH-9090B-VTM
- (3) CCI TPA-65R-LCUUUU-H8-K
- (3) Kathrein 800 10992
- (3) Ericsson RRUS-32B2
- (3) Ericsson RRUS-32B66
- (2) Raycap DC6-48-60-18-8F
- (1) Raycap DC6-48-60-0-8F
- (4) Raycap DC2-48-60-0-9E
- (3) Ericsson RRUS-11
- (3) Ericsson RRUS-32
- (3) Powerwave TT08-19DB111-001 (TMAs)
- (3) Ericsson RRUS 4478-B5
- (3) Ericsson RRUS B14-4478
- (3) Commscope CBC78T-DS-43-2X
- (2) Fiber Cables
- (6) #8 DC Cables
- (1) RET Cable
- (6) Coax

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: Cheryl Gansemer

Signature of person submitting application on behalf of Applicant

Company:

Printed Name: Cheryl Gansemer

Title: Project Manager

Date: 7/20/18

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

Date: _____

City of Jackson, Manager of Telecommunications

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit I

City of Jackson New Construction/Collocation Application

RETURN THIS APPLICATION TO: City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: Magnolia Drive City Site No.: Magnolia Date: 7/7/2020
---	---

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: David Lewis		
Street Address: 3001 Mills Street		
City: Lafayette	State: LA	Zip: 70507
Phone Number: 205-777-9842	Fax Number:	
Contract To Be Executed By: AT&T Manager		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE		

CITY TOWER INFORMATION					
Latitude:	N32	20	15.5	Existing Structure Type:	Self Support
Longitude:	W90	16	29.7	Existing Structure Height:	200'
Site Address:	179 Magnolia Road				

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		155'	155'	155'
Number of Antennas	TX/RX	3	3	3
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(1) Kathrein 80010121 (1) HPA-65R-BUU-H8-K (1) TPA-65R-LCUUUU-H8-K / (1) Kathrein 80010992	(1) Kathrein 80010121 (1) HPA-65R-BUU-H8-K (1) TPA-65R-LCUUUU-H8-K / (1) Kathrein 80010992	(1) Kathrein 80010121 (1) HPA-65R-BUU-H8-K (1) TPA-65R-LCUUUU-H8-K / (1) Kathrein 80010992
Total Antenna per Sector		3	3	3
Weight (per antenna)		(1) @ 44.1 lbs (1) @ 68 lbs (1) @ 75lbs (1) @ 133 lbs	(1) @ 44.1 lbs (1) @ 68 lbs (1) @ 75lbs (1) @ 133 lbs	(1) @ 44.1 lbs (1) @ 68 lbs (1) @ 75lbs (1) @ 133 lbs
Antenna Dimensions		(1) 54.4x10.3x5.9 (1) 92.4x14.8x7.4 (1) 96x14.4x8.6 (1) 105.2x20x6.9	(1) 54.4x10.3x5.9 (1) 92.4x14.8x7.4 (1) 96x14.4x8.6 (1) 105.2x20x6.9	(1) 54.4x10.3x5.9 (1) 92.4x14.8x7.4 (1) 96x14.4x8.6 (1) 105.2x20x6.9
ERP (watts)				
Antenna Gain		13.85/15/14.8/16.5/17.7	13.85/15/14.8/16.5/17.7	13.85/15/14.8/16.5/17.7
Orientation/Azimuth		60	180	300

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

ADDITIONAL EQUIPMENT			
Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(4) RET (3) TMA (2) RRU (2) RRUS (2) RRUS (1) DC Surge Suppression System	(4) RET (3) TMA (2) RRU (2) RRUS (2) RRUS (1) DC Surge Suppression System	(4) RET (3) TMA (2) RRU (2) RRUS (2) RRUS
Equipment Manufacturer/Model # (attach spec. sheet)	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 Ericsson (1) RRU-11 (1) RRU-12 w/RRUS-A2 (1) RRUS-32 (1) RRUS-4478 (1) RRUS-4449 B5/B12 (1) RRUS-8843 B2/B66A (1) Raycap DC6-48-60-18-8F	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 Ericsson (1) RRU-11 (1) RRU-12 w/RRUS-A2 (1) RRUS-32 (1) RRUS-4478 (1) RRUS-4449 B5/B12 (1) RRUS-8843 B2/B66A (1) Raycap DC6-48-60-18-8F	(4) Kathrein 800-10025 (2)Powerwave LGP17201 TMA (1) TT08-19DB111-001 Ericsson (1) RRU-11 (1) RRU-12 w/RRUS-A2 (1) RRUS-32 (1) RRUS-4478 (1) RRUS-4449 B5/B12 (1) RRUS-8843 B2/B66A
Total Components per Sector	12	12	11
Weight (per component)	(4) .5 lbs (3) @ 31lbs (1) @ 50lbs (1) @ 71.4lbs (1) @ 53lbs (1) @ 59.4lbs (1) @ 70.5 lbs (1) @ 75 lbs (1) @ 32.8 lbs	(4) .5 lbs (3) @ 31lbs (1) @ 50lbs (1) @ 71.4lbs (1) @ 53lbs (1) @ 59.4lbs (1) @ 70.5 lbs (1) @ 75 lbs (1) @ 32.8 lbs	(4) .5 lbs (3) @ 31lbs (1) @ 50lbs (1) @ 71.4lbs (1) @ 53lbs (1) @ 59.4lbs (1) @ 70.5 lbs (1) @ 75 lbs
Component Dimensions	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 18x13.2x9.4 (1) 18x13.2x11.3 (1) 24x11x11	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 18x13.2x9.4 (1) 18x13.2x11.3 (1) 24x11x11	(4) TBD (3) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 18x13.2x9.4 (1) 18x13.2x11.3

--- MOUNTS AND COAX ---			
	<u>Existing</u>	<u>Existing</u>	<u>Existing</u>
Tower Mount Dimensions			
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	9	4	4
Type of Coax (i.e. fiber, power, CDMA)	(4) CDMA / (2) Fiber / (2) DC / (1) RET	(2) CDMA / (2) DC	(4) CDMA

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Diameter of Coax Cables	(4)1 5/8" / (2) 3/8" / (2) 3/4" / (1) 5/16"	(2)1 5/8" / (2) 3/4"	(4)1 5/8"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM,LTE,UMTS		

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	Existing no change.	Shelter Manufacturer	Existing no change.
Equipment Pad Dimensions	Existing no change.	Shelter Dimensions	Existing no change.
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston, 601-503-6327		

Summary of work to be performed:
(Please provide quantity and equipment label for each item)

Equipment to be added:

- (3) Kathrein 80010992 antenna, (3) RRUS-4449 B5/B12, and (3) RRUS-8843 B2/B66A
-

Equipment to be removed:

- (3) CCI HPA-65R-BUU-H8-K antenna, (3) RRUS-11, and (3) RRUS-12w/RRUS-A2
-

Final Configuration (include all existing and proposed):

- (9) Antennas, (12) RET, (9) TMAs, (12) RRUS, (2) DC6, (10) 1 5/8" Coax, (4) 3/4" DC cable, (2) 3/8" Fiber cable, and (1) 5/16" RET cable.

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: David Lewis
 Signature of person submitting application on behalf of Applicant
Company: David Lewis
Printed Name: David Lewis
Title: Agent
Date: 7/7/2020

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit J

City of Jackson New Construction/Collocation Application

RETURN THIS APPLICATION TO: City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: EOC City Site No.: #20 Date: 09/06/18
--	---

APPLICANT INFORMATION		
Company Name: New Cingular Wireless PCS, LLC (dba – AT&T Mobility)		
Point of Contact: Lisa Zappa		
Street Address: 3975 Asbury Road		
City: Vestavia Hills	State: AL	Zip: 35243
Phone Number: 205-490-2227	Fax Number: (205) 490-2236	
Contract To Be Executed By: Bill Hilyer, Area Network Manager		
Accounts Payable Contact: Elizabeth McDaniel emcdaniel@foresitetowers.com or (205) 490-2222		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, d/b/a Cingular Wireless		
Address: Suite 13-F West Tower, 575 Morosgo Drive		
City: Atlanta	State: GA	Zip: 30323
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): GSM, UMTS, LTE		

CITY TOWER INFORMATION			
Latitude:	32.30147	Existing Structure Type:	Monopole
Longitude:	-90.1789	Existing Structure Height:	150'
Site Address:	301 NORTH STREET, Jackson, MS 39201		

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		134'	134'	134'
Number of Antennas	TX/RX	3	3	3
	TX/RX			
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	EXISTING (1) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K	EXISTING (1) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K	EXISTING (1) Powerwave 7770.00 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K
		REMOVED N/A NEW N/A	REMOVED N/A NEW N/A	REMOVED N/A NEW N/A
	TX/RX			
	Total Antenna per Sector		3	3
Weight (per antenna)		EXISTING (1) 64 lbs (1) 51 lbs (1) 75 lbs	EXISTING (1) 64 lbs (1) 51 lbs (1) 75 lbs	EXISTING (1) 64 lbs (1) 51 lbs (1) 75 lbs
		REMOVED N/A NEW N/A	REMOVED N/A NEW N/A	REMOVED N/A NEW N/A

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Antenna Dimensions	EXISTING (1) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" REMOVED N/A NEW N/A	EXISTING (1) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" REMOVED N/A NEW N/A	EXISTING (1) 72"x12"x6" (1) 72"x14.8"x9" (1) 96"x14.4"x8.6" REMOVED N/A NEW N/A
ERP (watts)	500	500	500
Antenna Gain	15	15	15
Orientation/Azimuth	60	180	300

ADDITIONAL EQUIPMENT			
Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	EXISTING (4) RET (1) TMA (1) RRU (1) RRU (1) SQUID REMOVED (2) RRU (1) RRU MODULE (1) RRU NEW (1) RRU (1) RRU (1) RRU	EXISTING (4) RET (1) TMA (1) RRU (1) RRU (1) RRU (1) SQUID REMOVED (2) RRU (1) RRU MODULE (1) RRU NEW (1) RRU (1) RRU (1) RRU	EXISTING (4) RET (1) TMA (1) RRU (1) RRU (1) SQUID REMOVED (2) RRU (1) RRU MODULE (1) RRU NEW (1) RRU (1) RRU (1) RRU
Equipment Manufacturer/Model # (attach spec. sheet)	EXISTING (4) Powerwave 7020 (1) Powerwave TT08-19DB111-001 (1) Ericsson RRUS-11 (1) Ericsson RRUS 32 B30 (1) Raycap DC6-48-60-18-8F REMOVED (2) Ericsson RRUS-12 (1) Ericsson RRU A2 MODULE (1) Ericsson RRUS-32 B66 NEW (1) Ericsson RRU B2/B66A 8843 (1) Ericsson RRU B14 4478 (1) Ericsson RRU 4478 B5	EXISTING (4) Powerwave 7020 (1) Powerwave TT08-19DB111-001 (1) Ericsson RRUS-11 (1) Ericsson RRUS 32 B30 (1) Raycap DC6-48-60-18-8F REMOVED (2) Ericsson RRUS-12 (1) Ericsson RRU A2 MODULE (1) Ericsson RRUS-32 B66 NEW (1) Ericsson RRU B2/B66A 8843 (1) Ericsson RRU B14 4478 (1) Ericsson RRU 4478 B5	EXISTING (4) Powerwave 7020 (1) Powerwave TT08-19DB111-001 (1) Ericsson RRUS-11 (1) Ericsson RRUS 32 B30 (1) Raycap DC6-48-60-18-8F REMOVED (2) Ericsson RRUS-12 (1) Ericsson RRU A2 MODULE (1) Ericsson RRUS-32 B66 NEW (1) Ericsson RRU B2/B66A 8843 (1) Ericsson RRU B14 4478 (1) Ericsson RRU 4478 B5
Total Components per Sector	11	11	11
Weight (per component)	EXISTING (4) 2 lbs (1) 22 lbs (1) 54 lbs (1) 60 lbs (1) 33 lbs REMOVED (2) 49 lbs (1) 15 lbs (1) 53 lbs NEW (1) 48.5 lbs (1) 59.4 lbs (1) 56.1 lbs	EXISTING (4) 2 lbs (1) 22 lbs (1) 54 lbs (1) 60 lbs (1) 33 lbs REMOVED (2) 49 lbs (1) 15 lbs (1) 53 lbs NEW (1) 48.5 lbs (1) 59.4 lbs (1) 56.1 lbs	EXISTING (4) 2 lbs (1) 22 lbs (1) 54 lbs (1) 60 lbs (1) 33 lbs REMOVED (2) 49 lbs (1) 15 lbs (1) 53 lbs NEW (1) 48.5 lbs (1) 59.4 lbs (1) 56.1 lbs

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

Component Dimensions	EXISTING (4) 5.9"x2.4"x2" (1) 14.2"x6.7"x5.4" (1) 17"x17.8"x9.2" (1) 27.2"x12.1"x7" (1) 24"x11" REMOVED (2) 20"x18.5"x7.5" (1) 12.8"x15"x3.5" (1) 27.2"x12.1"x7" NEW (1) 14.9"x13.1"x5.8" (1) 18.1"x13.4"x8.26" (1) 18.1"x13.5"x7.8"	EXISTING (4) 5.9"x2.4"x2" (1) 14.2"x6.7"x5.4" (1) 17"x17.8"x9.2" (1) 27.2"x12.1"x7" (1) 24"x11" REMOVED (2) 20"x18.5"x7.5" (1) 12.8"x15"x3.5" (1) 27.2"x12.1"x7" NEW (1) 14.9"x13.1"x5.8" (1) 18.1"x13.4"x8.26" (1) 18.1"x13.5"x7.8"	EXISTING (4) 5.9"x2.4"x2" (1) 14.2"x6.7"x5.4" (1) 17"x17.8"x9.2" (1) 27.2"x12.1"x7" (1) 24"x11" REMOVED (2) 20"x18.5"x7.5" (1) 12.8"x15"x3.5" (1) 27.2"x12.1"x7" NEW (1) 14.9"x13.1"x5.8" (1) 18.1"x13.4"x8.26" (1) 18.1"x13.5"x7.8"
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MOUNTS AND COAX			
Tower Mount Dimensions	No change	No change	No change
Tower Mount Weight	No change	No change	No change
Antenna Dimensions / Weight	See Antenna section above	See Antenna section above	See Antenna section above
Transmit Frequency	806 - 960 MHz, LTE 698-894/1710-2170MHz, 758MHz	806 - 960 MHz, LTE 698-894/1710-2170MHz, 758MHz	806 - 960 MHz, LTE 698-894/1710-2170MHz, 758MHz
Receive Frequency	1710 - 2100 MHz, LTE 698-894/1710-2170MHz, 768, 788, 798MHz	1710 - 2100 MHz, LTE 698-894/1710-2170MHz, 768, 788, 798MHz	1710 - 2100 MHz, LTE 698-894/1710-2170MHz, 768, 788, 798MHz
Number of Coax Cables (PER SECTOR)	(13)	(2)	(2)
Type of Coax (i.e. fiber, power, CDMA)	EXISTING (2) COAX (6) DC CABLE (2) FIBER CABLE (1) RET CABLE REMOVED N/A NEW (1) FIBER CABLE	EXISTING (2) COAX REMOVED N/A NEW N/A	EXISTING (2) COAX REMOVED N/A NEW N/A
Diameter of Coax Cables	EXISTING (2) 1 5/8" (6) 3/4" (2) 3/8" (1) 5/16" REMOVED N/A NEW (1) 3/8"	EXISTING (2) 1 5/8" REMOVED N/A NEW N/A	EXISTING (2) 1 5/8" REMOVED N/A NEW N/A
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM, UMTS, LTE		

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	No Changes	Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	36' x 14'
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:	TBD		

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

City Construction Contact Name/Number:

Sid Holston, 601-960-1695

SUMMARY OF WORK TO BE PERFORMED:

Removing (9) RRU & (3) RRU Module; Installing (9) RRU & (1) Fiber Cable. No Change to Ground Space.

(Please provide quantity and equipment label for each item)

Equipment to be added:

1. (3) Ericsson RRU B2/B66A 8843
2. (3) Ericsson RRU B14 4478
3. (3) Ericsson RRU 4478 B5
4. (1) 3/8" Fiber Cable

Equipment to be removed:

1. (6) Ericsson RRUS-12
2. (3) Ericsson RRUS-32 B66
3. (3) Ericsson RRU A2 Module

FINAL CONFIGURATION AFTER EQUIPMENT MODIFICATIONS:

- (3) POWERWAVE 7770 ANTENNA
- (3) CCI HPA-65R-BUU-H6-K ANTENNA
- (3) CCI TPA-65R-LCUUUU-H8-K ANTENNA
- (12) POWERWAVE 7020 RET
- (3) POWERWAVE TT08-19DB111-001 TMA
- (3) ERICSSON RRUS-11
- (3) ERICSSON RRUS-32 B30
- (3) ERICSSON RRU B2/B66A 8843
- (3) ERICSSON RRU B14 4478
- (3) ERICSSON RRU 4478 B5
- (3) RAYCAP DC6-48-60-18-8F
- (6) 1 5/8" COAX
- (6) 3/4" DC CABLE
- (3) 3/8" FIBER CABLE
- (1) 5/16" RET CABLE

9 ANTENNA / 12 RET / 3 TMA / 15 RRU / 3 SQUID / 6 COAX / 6 DC / 3 FIBER / 1 RET CABLE

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION
EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN**

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: _____
Signature of person submitting application on behalf of Applicant
Company: _____
Printed Name: Lisa Zappa
Title: Project Manager
Date: 09/06/2018



Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit K

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:	
City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: P HOLMES City Site No.: Site 23 Date: 1/6/20 Carrier Site Name: MLK Drive Carrier Site No.: 10030816

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: David Lewis		
Street Address: 7275 Highland Bluff		
City: Atlanta	State: GA	Zip: 30328
Phone Number: 205-777-9842	Fax Number:	
Contract To Be Executed By: Bryan Coleman		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE		

CITY TOWER INFORMATION						
Latitude:	N32	19	40	Existing Structure Type:	Monopole	
Longitude:	W90	12	.9	Existing Structure Height:	116'	
Site Address:	2916 Holmes Avenue, Jackson, MS 39213					

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		74'	74'	74'
Number of Antennas (existing)	TX/RX	3 Existing	3 Existing	3 Existing
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(1) Katherine 80010121 (1) CCI HPA-65R-BUU-H8-K (1) Kathrein 80010121 (2) Kathrein 80010992	(1) Katherine 80010121 (1) CCI HPA-65R-BUU-H8-K (1) Kathrein 80010121 (2) Kathrein 80010992	(1) Katherine 80010121 (1) CCI HPA-65R-BUU-H8-K (1) Kathrein 80010121 (2) Kathrein 80010992
Number of Antennas (final)		3	3	3
Weight (per antenna)		(1) @ 46.3 lbs (1) @ 68 lbs (1) @ 46.3 lbs (2) @ 114.8 lbs	(1) @ 66 lbs (1) @ 68 lbs (1) @ 66 lbs (2) @ 75 lbs	(1) @ 46.3 lbs (1) @ 68 lbs (1) @ 46.3 lbs (2) @ 114.8 lbs
Antenna Dimensions		(1) 54.5x10.3x5.5 (1) 92.4x14.8x7.4 (1) 75.5x10.3x5.9 (2) 105.2x20x6.9	(1) 75.5x10.3x5.9 (1) 92.4x14.8x7.4 (1) 75.5x10.3x5.9 (2) 96x14.4x8.6	(1) 54.5x10.3x5.5 (1) 92.4x14.8x7.4 (1) 75.5x10.3x5.9 (2) 105.2x20x6.9
ERP (watts)		500	500	500
Antenna Gain		14.81/12/16.9/17.7	14.81/12/16.9/17.7	14.81/12/16.9/17.7
Orientation/Azimuth		60/80/80	180/200/200	300/320/320

ADDITIONAL EQUIPMENT

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Additional equipment existing, to be added, or to be removed (i.e. radioheads, tma's, distribution boxes)	(4) RET (3) TMA (1) RRU (1) RRU (1) DC Surge Suppression System (3) RRU	(4) RET (3) TMA (1) RRU (1) RRU (1) DC Surge Suppression System (3) RRU	(4) RET (3) TMA (1) RRU (1) RRU (1) DC Surge Suppression System (3) RRU
Equipment Manufacturer/Model # (attach spec. sheet)	(4) Kathrein 860-10025 RET (2) Powerwave LGP17201 TMAs (1) Powerwave TT08-19DB111-001 TMA Ericsson (1) RRUS-11 (1) RRUS-32 (1) Raycap DC6-48-60-18-8F (1) RRUS-4478 B14 (1) RRUS-4449 B5/B12 (1) RRUS-4415 B30	(4) Kathrein 860-10025 RET (2) Powerwave LGP17201 TMAs (1) Powerwave TT08-19DB111-001 TMA Ericsson (1) RRUS-11 (1) RRUS-32 (1) Raycap DC6-48-60-18-8F (1) RRUS-4478 B14 (1) RRUS-4449 B5/B12 (1) RRUS-4415 B30	(4) Kathrein 860-10025 RET (2) Powerwave LGP17201 TMAs (1) Powerwave TT08-19DB111-001 TMA Ericsson (1) RRUS-11 (1) RRUS-32 (1) Raycap DC6-48-60-18-8F (1) RRUS-4478 B14 (1) RRUS-4449 B5/B12 (1) RRUS-4415 B30
Total Components per Sector	11	11	11
Weight (per component)	(4) @1.16 lbs (2) @12.3 lbs (1) @ 16lbs (1) @ 50 lbs (1) @ 53 lbs (1) @ 32.8 lbs (1) @ 59.4 lbs (1) @ 70.5 lbs (1) @ 44 lbs	(4) @1.16 lbs (2) @12.3 lbs (1) @ 16lbs (1) @ 50 lbs (1) @ 53 lbs (1) @ 32.8 lbs (1) @ 59.4 lbs (1) @ 70.5 lbs (1) @ 44 lbs	(4) @1.16 lbs (2) @12.3 lbs (1) @ 16lbs (1) @ 50 lbs (1) @ 53 lbs (1) @ 32.8 lbs (1) @ 59.4 lbs (1) @ 70.5 lbs (1) @ 44 lbs
Component Dimensions	(4) 7x2.4x2 (2) 7x11x4 (1) 9.9x6.7x5.4 (1) 17x17.8x9.2 (1) 27.2x12.1x7 (1) 24x11x11 (1) 18.1x13.4x8.26 (1) 17.9x13.2x9.6 (1) 16.5x13.5x5.9	(4) 7x2.4x2 (2) 7x11x4 (1) 9.9x6.7x5.4 (1) 17x17.8x9.2 (1) 27.2x12.1x7 (1) 24x11x11 (1) 18.1x13.4x8.26 (1) 17.9x13.2x9.6 (1) 16.5x13.5x5.9	(4) 7x2.4x2 (2) 7x11x4 (1) 9.9x6.7x5.4 (1) 17x17.8x9.2 (1) 27.2x12.1x7 (1) 24x11x11 (1) 18.1x13.4x8.26 (1) 17.9x13.2x9.6 (1) 16.5x13.5x5.9

MOUNTS AND COAX			
Tower Mount Dimensions	Existing		
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	9	6	6
Type of Coax (i.e. fiber, power, CDMA)	(4) CDMA / (2) Fiber / (1) RET / (2) DC	(4) CDMA / (2) DC in innerduct	(4) CDMA / (1) DC in innerduct / (1) Fiber

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

Diameter of Coax Cables	(4) 1 5/8" / (2) 3/8" / (1) 5/16" / (2) 3/4"	(4) 1 5/8" / (2) 3/4"	(4) 1 5/8" / (1) 3/4" / (1) 3/8"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	LTE, UMTS		

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	Existing no change.	Shelter Manufacturer	Existing no change.
Equipment Pad Dimensions	Existing no change.	Shelter Dimensions	Existing no change.
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston, 601-960-1695		

Summary of work to be performed:
(Please provide quantity and equipment label for each item)

Equipment to be added:

- (3) RRUS-4478 B14, (3) RRUS-4449 B5/B12 B5, (3) RRUS-4415 B30.
- (6) Kathrein 80010992 Antenna, (2) Raycap DC6, (3) 3/4" DC Cables, and (1) 3/8" Fiber Cable.

Equipment to be removed:

- (3) Kathrein 8001012 Antenna, (3) CCI HPA-65F-BUU-H8-K Antenna
- (3) Ericsson RRUS-11
-
-

Final Configuration (include all existing and proposed):

- (9) Antennas, (12) RET, (9) TMAs, (12) RRUS, (3) DC6, (12) 1 5/8" Coax, (5) 3/4" DC cable, (3) 3/8" Fiber cable, and (1) 5/16" RET cable.

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: David Lewis
 Signature of person submitting application on behalf of Applicant
 Company: _____
 Printed Name: David Lewis
 Title: Agent
 Date: 01/06/2020

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit L

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:		City Site Name: Lynch
City of Jackson	2320 Riverside Drive	City Site No.: Site #1
Jackson, MS 39205	Attn: Telecommunications	Date: 9/12/2018
Phone: (601) 960-1696	Fax: (601) 960-1698	Carrier Site Name: Lynch Street
		Carrier Site No.: 10024344

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: Cheryl Gansemer		
Street Address: 1341 West Causeway Approach		
City: Mandeville	State: LA	Zip: 70471
Phone Number: 985-703-0954	Fax Number:	
Contract To Be Executed By: William Hilver		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.):		

CITY TOWER INFORMATION						
Latitude:	N32	17	43	Existing Structure Type:	Self Support	
Longitude:	W90	14	46	Existing Structure Height:	500'	
Site Address:	3551 Lynch Street, Jackson, MS 39204					

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		145'	145'	145'
Number of Antennas (existing)	TX/RX	4	4	4
		(#) Existing Equipment (#) Equipment Removed (#) Equipment Added		
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(2) Kathrein S80 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1)	(2) Kathrein S80 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1)	(2) Kathrein S80 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1) (1) Kathrein S50 10121 (1)
Number of Antennas (final)		4	4	4
Weight (per antenna)		(2) @ 46.3lb (1) @ 65.6lb (1) @ 67.6lb	(2) @ 46.3lb (1) @ 65.6lb (1) @ 67.6lb	(2) @ 46.3lb (1) @ 65.6lb (1) @ 67.6lb
Antenna Dimensions		(2) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9"	(2) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9"	(2) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9" (1) 54.5" x 10.3" x 9"
ERP (watts)				
Antenna Gain		13.85 13.85 16.5 17.7	13.85 13.85 16.5 17.7	13.85 13.85 16.5 17.7
Orientation/Azimuth		60	180	300

ADDITIONAL EQUIPMENT

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

Additional equipment existing, to be added, or to be removed (i.e. radioheads, trms, distribution boxes)	(1) RRU S added 2017 RRUS-12	(2) RRU S added 2017 RRUS-12	(3) RRU S added 2017 RRUS-32
Equipment Manufacturer/Model # (attach spec. sheet)	(1) Powerwave 1108-190RR11-061 (1) RRUS-12 (1) RRUS-12 w A2 (1) RRUS-12 (1) RRUS-12 (1) Raycap DC 6-48-60-18-51 (1) RRUS-32 B66 (1) B14478 (1) 4478 B5 (1) B2 B66A 8843	(2) Powerwave 1108-190RR11-061 (1) RRUS-12 w A2 (1) RRUS-12 (1) RRUS-32 B66 (1) Raycap DC 6-48-60 (1) B14478 (1) 4478 B5 (1) B2 B66A 8843	(2) Powerwave 1108-190RR11-061 (1) RRUS-12 w A2 (1) RRUS-12 (1) RRUS-32 B66 (1) Raycap DC 6-48-60-18-51 (1) B14478 (1) 4478 B5 (1) B2 B66A 8843
Total Components per Sector	2	8	8
Weight (per component)	(1) @ 22 (1) @ 50 (1) @ 72 (1) @ 50 (1) @ 60 (1) @ 32.8 (1) @ 53 (1) @ 59.9 (1) 59.9 (1) 32	(2) @ 22 (1) @ 50 (1) @ 72 (1) @ 50 (1) @ 60 (1) @ 32.8 (1) @ 53 (1) @ 59.9 (1) 59.9 (1) 32	(2) @ 22 (1) @ 50 (1) @ 72 (1) @ 50 (1) @ 60 (1) @ 32.8 (1) @ 53 (1) @ 59.9 (1) 59.9 (1) 32
Component Dimensions	(2) 14.7" x 6.7" x 5.4" (1) 19.7" x 17" x 7.2" (1) 20.4" x 18.5" x 10.9" (1) 20.4" x 18.5" x 7.7" (1) 27.2" x 12.1" x 7" (1) 22.25" x 11" (cylinders) (1) 27.2" x 12.1" x 7" (1) 16.5" x 14.4" x 7.7" (1) 16.5" x 14.4" x 7.7" (1) 14.9" x 13.2" x 10.9"	(2) 14.7" x 6.7" x 5.4" (1) 19.7" x 17" x 7.2" (1) 20.4" x 18.5" x 10.9" (1) 20.4" x 18.5" x 7.7" (1) 27.2" x 12.1" x 7" (1) 22.25" x 11" (cylinders) (1) 27.2" x 12.1" x 7" (1) 16.5" x 14.4" x 7.7" (1) 16.5" x 14.4" x 7.7" (1) 14.9" x 13.2" x 10.9"	(2) 14.7" x 6.7" x 5.4" (1) 19.7" x 17" x 7.2" (1) 20.4" x 18.5" x 10.9" (1) 20.4" x 18.5" x 7.7" (1) 27.2" x 12.1" x 7" (1) 22.25" x 11" (cylinders) (1) 27.2" x 12.1" x 7" (1) 16.5" x 14.4" x 7.7" (1) 16.5" x 14.4" x 7.7" (1) 14.9" x 13.2" x 10.9"

MOUNTS AND COAX			
Tower Mount Dimensions			
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	7	7	7
Type of Coax (i.e. fiber, power, CDMA)	(1) coax (1) fiber (1) DC	(4) coax (1) fiber (2) DC	(4) coax (1) fiber (2) DC
Diameter of Coax Cables	(1) 1.5" (1) 1.8" (2) 2.4"	(4) 1.5" (1) 1.8" (2) 2.4"	(4) 1.5" (1) 1.8" (2) 2.4"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):		GSM, UMTS, LTE	

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	Existing, no change	Shelter Manufacturer	Existing, no change
Equipment Pad Dimensions	Existing, no change	Shelter Dimensions	Existing, no change
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:		Sid Holston, 601-960-1695	

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Summary of work to be performed:

SOW FN(6C)= Adding (3) B14 4478s (700) radios in pos.4

SOW 5G= Adding (3) 4478 B5s (850) radios in pos.4, removing (3) RRUS12 (850) radios from pos.4

SOW 4T4R= Adding (3) B2/B66A 8843s (1900/AWS) dual band radios in pos.2, removing (3) RRUS12s and A2 modules from pos.2, remove (3) RRUS32 B66s from pos.4

Equipment to be added:

1. (3) RRUS B14 4478
2. (3) RRUS 4478 B5
3. (3) RRUS B2/B66A 8843

Equipment to be removed:

1. (3) RRUS 12
2. (3) RRUS 12w/A2
3. (3) RRUS 32 B66

Final Configuration (include all existing and proposed):

1. (6) Kathrein 890 10121 antennas
2. (2) CUI IIPA-65R-RU1 -418-K antennas
3. (1) CUI IIPA-65R-RU1 -416-K antenna
4. (3) CUI IIPA-65R-RU1-418-K antennas
5. (3) Ericsson RRUS-11
6. (3) B14 4478
7. (3) 4478 B5
8. (3) Ericsson RRUS-32
9. (3) B2/B66 8843
10. (12) 1-5' 8" coax
11. (2) 3-4' DC cable
12. (4) 7-8' DC cable
13. (5) 3-8' Fiber cables
14. (5) Raycap DC 6-48-60-18-81 Squids

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION
EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: _____
Signature of person submitting application on behalf of Applicant
Company: _____
Printed Name: _____
Title: _____
Date: _____

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit M

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:	
City of Jackson 2320 Riverside Drive Jackson, MS 39205 Attn: Telecommunications Phone: (601) 960-1696 Fax: (601) 960-1698	City Site Name: Martin & Hinds City Site No.: #12 Date: 7/20/18 Carrier Site Name: Martin and Hinds Carrier Site No.: 10015673

APPLICANT INFORMATION		
Company Name: AT&T Mobility		
Point of Contact: Matt Huddleston – Cheryl Gansemer		
Street Address: 1341 West Causeway Approach		
City: Mandeville	State: LA	Zip: 70471
Phone Number: 985-373-0637 – 985-703-0954	Fax Number:	
Contract To Be Executed By: Bill Hilyer P.E. – Area Manager Network Engineering – ATO-C&E Site Acquisition Gulf		
Accounts Payable Contact: Lisa Volpi		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive		
City: Atlanta	State: GA	Zip: 30324-3300
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.):		

CITY TOWER INFORMATION						
Latitude:	32	17	36.00		Existing Structure Type:	Self Support
			6		Existing Structure Height:	200'
Longitude:	-90	11	-			
			15.96			
			12			
Site Address:						

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		157	157	157
Number of Antennas (existing)	TX/RX	4	4	4
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(#) Existing Antennas (1) CCI HPA-65R-BUUU-H6 (1) Kathrein 80010121 (1) CCI TPA-65R-LCUUUU-H8 (#) Antennas Removed (#) Antennas Added	(#) Existing Antennas (1) CCI HPA-65R-BUUU-H6 (1) Kathrein 80010121 (1) CCI TPA-65R-LCUUUU-H8 (#) Antennas Removed (#) Antennas Added	(#) Existing Antennas (1) CCI HPA-65R-BUUU-H6 (1) Kathrein 80010121 (1) CCI TPA-65R-LCUUUU-H8 (#) Antennas Removed (#) Antennas Added
Number of Antennas (final)		3	3	3
Weight (per antenna)		46.3, 42.9, 75	46.3, 42.9, 75	46.3, 42.9, 75
Antenna Dimensions		54.5x10.3x5.9, 72.3x14.4x7.3, 96x14.4x8.6	54.5x10.3x5.9, 72.3x14.4x7.3, 96x14.4x8.6	54.5x10.3x5.9, 72.3x14.4x7.3, 96x14.4x8.6
ERP (watts)		500	500	500

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Antenna Gain			
Orientation/Azimuth	60	180	300

ADDITIONAL EQUIPMENT			
Additional equipment existing, to be added, or to be removed (i.e. radioheads, tms's, distribution boxes)	(#) Existing equipment (1) RRUS-11 (1) RRUS-12 (1) RRUS-32 (1) RRUS-32B2s (1) RRUS-32B66 (1) Powerwave TT19-08BP111-001 (2) Kathrein 86010025 (1) Raycap DC6-48-60-18-8F (1) Raycap DC6-48-60-0-8F (1) Raycap DC6-48-60-18-8F (#) Equipment Removed (1) RRUS-12 (#) Equipment Added (1) RRUS B14 4478 (1) RRUS 4478 B5	(#) Existing equipment (1) RRUS-11 (1) RRUS-12 (1) RRUS-32 (1) RRUS-32B2s (1) RRUS-32B66 (1) Powerwave TT19-08BP111-001 (2) Kathrein 86010025 (#) Equipment Removed (1) RRUS-12 (#) Equipment Added (1) RRUS B14 4478 (1) RRUS 4478 B5	(#) Existing equipment (1) RRUS-11 (1) RRUS-12 (1) RRUS-32 (1) RRUS-32B2s (1) RRUS-32B66 (1) Powerwave TT19-08BP111-001 (2) Kathrein 86010025 (#) Equipment Removed (1) RRUS-12 (#) Equipment Added (1) RRUS B14 4478 (1) RRUS 4478 B5
Equipment Manufacturer/Model # (attach spec. sheet)			
Total Components per Sector	12	9	9
Weight (per component)			
Component Dimensions			

MOUNTS AND COAX			
Tower Mount Dimensions			
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency			
Receive Frequency			
Number of Coax Cables (PER SECTOR)	13	4	4
Type of Coax (i.e. fiber, power, CDMA)	(4) Coax, (1) RET Cable, (6) DC Cables, (2) Fiber Cables	(4) Coax	(4) Coax
Diameter of Coax Cables	(4) 1-5/8" Coax, (1) 5/16" RET Cable, (6) 3/4"-#8 DC Cables, (2) 3/8" Fiber Cables	(4) 1-5/8" Coax	(4) 1-5/8" Coax
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston, 601-960-1695		

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Colocation Application

Summary of work to be performed:

(Please provide quantity and equipment label for each item)

Equipment to be added:

List in blue

(3) RRUS B14 4478

(3) RRUS 4478 B5

Equipment to be removed:

List in red

(3) RRUS-12

Final Configuration (include all existing and proposed):

List in green

(3) CCI HPA-65R-BUUU-H6

(3) Kathrein 80010121

(3) CCI TPA-65R-LCUUUU-H8

(3) RRUS-11

(3) RRUS-4478-B5

(3) RRUS-32

(3) RRUS-32B2

(3) RRUS-32B66

(3) RRUS-B14-4478

(3) Powerwave TT19-08BP111-001

(6) Kathrein 86010025

(2) Raycap DC6-48-60-18-8F

(1) Raycap DC6-48-60-0-8F

(12) 1-5/8" Coax

(6) WR-VG86ST-BRD 3/4" - #8 DC Cables

(2) FB-L98B-034-xxxxxx 3/8" Fiber Cables

(1) 5/16" RET Cable

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Colocation Application**

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION
EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: *Cheryl Gansemer*

Signature of person submitting application on behalf of Applicant

Company: KeyPoint Communications

Printed Name: Cheryl Gansemer

Title: Project Manager

Date: 7-20-18

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit N

**City of Jackson
New Construction/Collocation Application**

RETURN THIS APPLICATION TO:		City Site Name: Cooper Road
City of Jackson 2320 Riverside Drive		City Site No.: Site 21
Jackson, MS 39205		Date: 6/7/18
Attn: Telecommunications		
Phone: (601) 960-1696		
Fax: (601) 960-1698		

APPLICANT INFORMATION		
Company Name: AT&T		
Point of Contact: David Lewis		
Street Address: 111 East Saint Peter Street		
City: Carencro	State: LA	Zip: 70520
Phone Number: 205-777-9842	Fax Number:	
Contract To Be Executed By: William Hilyer		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 575 Morosgo Drive, Suite 13-F West Tower		
City: Atlanta	State: GA	Zip: 30324
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): LTE		

CITY TOWER INFORMATION						
Latitude:	N32	15	12.7		Existing Structure Type:	Monopole
Longitude:	W90	14	46.1		Existing Structure Height:	200
Site Address:	731 Cooper Road					

ANTENNAS				
		SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad Center (Feet AGL)		194'	194'	194'
Number of Antennas	TX/RX	3	3	3
Antenna Manufacturer/Model # (attach spec. sheet)	TX/RX	(1) Kathrein 80010121 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K	(1) Kathrein 80010121 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K	(1) Kathrein 80010121 (1) CCI HPA-65R-BUU-H6-K (1) CCI TPA-65R-LCUUUU-H8-K
Total Antenna per Sector		2	2	2
Weight (per antenna)		(1) @ 44.1 lbs (1) @ 51 lbs (1) @ 75lbs	(1) @ 44.1 lbs (1) @ 51 lbs (1) @ 75lbs	(1) @ 44.1 lbs (1) @ 51 lbs (1) @ 75lbs
Antenna Dimensions		(1) 54.4x10.3x5.9 (1) 72x14.8x9 (1) 96x14.4x8.6	(1) 54.4x10.3x5.9 (1) 72x14.8x9 (1) 96x14.4x8.6	(1) 54.4x10.3x5.9 (1) 72x14.8x9 (1) 96x14.4x8.6
ERP (watts)				
Antenna Gain		14.81/12/16.9/17.7	14.81/12/16.9/17.7	14.81/12/16.9/17.7
Orientation/Azimuth		60	180	300

ADDITIONAL EQUIPMENT

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(2) TMA (1) TMA (3) RRU (3) RRU (1) DC Surge Suppression System	(2) TMA (1) TMA (3) RRU (3) RRU (1) DC Surge Suppression System	(2) TMA (1) TMA (3) RRU (3) RRU (1) DC Surge Suppression System
Equipment Manufacturer/Model # (attach spec. sheet)	(2) Powerwave LGP17201 TMA (1) TT08-19DB111-01 Ericsson (1) RRUS-11 (1) RRUS-12 w/RRUS-A2 (1) RRUS-32 (1) B14 4478 (1) 4426 B66 (1) 4478 B5 (1) Raycap DC6-48-60-18-8F	(2) Powerwave LGP17201 TMA (1) TT08-19DB111-01 Ericsson (1) RRUS-11 (1) RRUS-12 w/RRUS-A2 (1) RRUS-32 (1) B14 4478 (1) 4426 B66 (1) 4478 B5 (1) Raycap DC6-48-60-18-8F	(2) Powerwave LGP17201 TMA (1) TT08-19DB111-01 Ericsson (1) RRUS-11 (1) RRUS-12 w/RRUS-A2 (1) RRUS-32 (1) B14 4478 (1) 4426 B66 (1) 4478 B5 (1) Raycap DC6-48-60-18-8F
Total Components per Sector	7	7	7
Weight (per component)	(2) @ 31lbs (1) @ 31lbs (1) @ 50lbs (1) @ 72lbs (1) @ 71.4lbs (1) @ 60 lbs (1) @ 53 lbs (1) @ 60 lbs (1) @ 32.8 lbs	(2) @ 31lbs (1) @ 31lbs (1) @ 50lbs (1) @ 72lbs (1) @ 71.4lbs (1) @ 60 lbs (1) @ 53 lbs (1) @ 60 lbs (1) @ 32.8 lbs	(2) @ 31lbs (1) @ 31lbs (1) @ 50lbs (1) @ 72lbs (1) @ 71.4lbs (1) @ 60 lbs (1) @ 53 lbs (1) @ 60 lbs (1) @ 32.8 lbs
Component Dimensions	(2) 13.9x14.4x3.7 (1) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 28.4x12.1x7 (1) 18.1x13.4x8.26 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 24x11x11	(2) 13.9x14.4x3.7 (1) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 28.4x12.1x7 (1) 18.1x13.4x8.26 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 24x11x11	(2) 13.9x14.4x3.7 (1) 13.9x14.4x3.7 (1) 17x17.8x9.2 (1) 20.4x18.5x10.8 (1) 28.4x12.1x7 (1) 18.1x13.4x8.26 (1) 27.2x12.1x7 (1) 18.1x13.4x8.26 (1) 24x11x11

MOUNTS AND COAX			
Tower Mount Dimensions	Existing	Existing	Existing
Tower Mount Weight			
Antenna Dimensions / Weight			
Transmit Frequency	1965-1990, 704-716	1965-1990, 704-716	1965-1990, 704-716
Receive Frequency	1885-1895, 730-746	1885-1895, 730-746	1885-1895, 730-746
Number of Coax Cables (PER SECTOR)	5	4	5
Type of Coax (i.e. fiber, power, CDMA)	(2) CDMA (2) CDMA (1) Fiber (2) DC	(2) CDMA (2) CDMA (1) Fiber (1) DC	(2) CDMA (2) CDMA (3) DC

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

**City of Jackson
New Construction/Collocation Application**

Diameter of Coax Cables	(2) 1 5/8" (2) 1 5/8" (1) 3/8" (2) 3/4"	(2) 1 5/8" (2) 1 5/8" (1) 3/8" (1) 3/4"	(2) 1 5/8" (2) 1 5/8" (1) 3/4" (2) 7/8"
Tenant RF Contact Name/Number			
City RF Contact Name/Number			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	GSM,LTE,UMTS		

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model	Existing no change.	Shelter Manufacturer	Existing no change.
Equipment Pad Dimensions	Existing no change.	Shelter Dimensions	Existing no change.
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:			
City Construction Contact Name/Number:	Sid Holston 601-503-6327		

Summary of work to be performed: Removal of (3) 80010121 antennas, (9) TMAs, (6) Coax, and installation of (9) RRUS, (1) Raycap DC Surge Suppression, and (3) DC cables.

Final Configuration: (6) Antennas, (18) RRU, (3) A2 Modules, (3) Raycap Distribution Box, (6) DC cables, (2) Fiber cables, (1) RET cable.

(Please provide quantity and equipment label for each item)

Equipment to be added:

- (3) Ericsson B14 4478 Radio
- (3) Ericsson 4426 B66 Radio
- (1) Raycap DC6-48-60-18-8F
- (1) 3/4" DC cables
- (2) 7/8" DC Cables
- (3) Ericsson 4478 B5 Radio

Equipment to be removed:

- (3) 80010121 antenna
- (6) Powerwave LGP17201 TMA
- (3) TT08-19DB111-01 TMA
- (6) 1 5/8" Coax

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

City of Jackson
New Construction/Collocation Application

ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER AND A PRELIMINARY SITE PLAN

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: David Lewis

Signature of person submitting application on behalf of Applicant

Company: David Lewis

Printed Name: David Lewis

Title: Agent

Date: 8/14/18

FOR CITY USE ONLY

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

THIS APPLICATION IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE ACCEPTANCE DATE

Exhibit 0

City of Jackson New Construction/Colocation Application

RETURN THIS APPLICATION TO:

City of Jackson
2320 Riverside Drive
Jackson, MS 39205
Attn: Telecommunications
Phone: (601) 960-1696
Fax: (601) 960-1698

City Site Name: PTC
City Site No.: Site #22
Date: 07/08/2022

Carrier Site Name: Police academy
Carrier Site No: 10024338

APPLICANT INFORMATION

Company Name: AT&T		
Point of Contact: Gilberto Morales		
Street Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Phone Number: 956-513-7727	Fax Number:	
Contract To Be Executed By: Robby McElhannon		
Accounts Payable Contact:		
Are You a Corporation, LLC, or Partnership: LLC		
State in Which Your Business Entity was Formed: DE		
Company Name (as appears on lease agreements): New Cingular Wireless PCS, LLC		
Address: 1025 Lenox Park Boulevard NE, 3 rd Floor		
City: Atlanta	State: GA	Zip: 30319
Brief Description of Purpose of System (Cellular, PCS, Paging, etc.): Cellular		

CITY TOWER INFORMATION

Latitude:	32°	18	48.8"	Existing Structure Type:	Monopole
Longitude:	-90°	13'	49.1"	Existing Structure Height:	175'
Site Address:	3000 1/2 SAINT CHARLES STREET, Jackson, MS 39209				

	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
Desired Rad Center (Feet AGL)	157	157	157	
Number of Antennas	4	4	4	
TX RX	TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	TX) 729-745, 758-768, 869-894, 1930-1990, 2110-2180, 2350-2360 MHz (RX) 699-715, 788-798, 824-849, 1710-1780, 1850-1910, 2305-2315, 3450-3550, 3700-3980 MHz	
Antenna Manufacturer/Model# (Attach spec. sheet)	(1) 80010922V01/Kathrein (1) 80010992 K/Kathrein (1) MR 6419 B7715 Erixxon 155 (1) MR 6419 B7715 Erixxon 155	(1) 80010922V01/Kathrein (1) 80010992 K/Kathrein (1) MR 6419 B7715 Erixxon 155 (1) MR 6419 B7715 Erixxon 155	(1) 80010922V01/Kathrein (1) 80010992 K/Kathrein (1) MR 6419 B7715 Erixxon 155 (1) MR 6419 B7715 Erixxon 155	
Total Antenna per Sector	4	4	4	
Weight (per antenna)	130 lb 130 lb 81.6 lb 77 lb	130 lb 130 lb 81.6 lb 77 lb	130 lb 130 lb 81.6 lb 77 lb	

City of Jackson New Construction/Colocation Application

Antenna Dimensions	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"
ERP (watts)			
Antenna Gain	xx dBi xx dBi	xx dBi xx dBi	xx dBi xx dBi
Orientation/Azimuth	60	180	300

ADDITIONAL EQUIPMENT				
Additional equipment to be added (i.e. radioheads, tma's, distribution boxes)	(5) Radio Heads (1) Diplexer (1) Squids	(5) Radio Heads (1) Diplexer (1) Squids	(5) Radio Heads (1) Diplexer (2) Squids	
Equipment Manufacturer/Model# (Attach spec. sheet)	(1) 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) CommScope CBC78T DS-13-2X (1) DC6-48-60-18-8F	(1) 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) CommScope CBC78T DS-13-2X (1) DC6-48-60-18-8F	(1) 4478 B12A (1) Ericsson RRUS 8843 B2, B66A (1) RRUS-32 B30 (1) RRUS 4478 B5 (1) RRUS 4478 B14 (1) CommScope CBC78T DS-13-2X (1) DC6-48-60-18-8F (1) DC6-48-60-18-8C-4FV	
Total Components per Sector	7	7	8	
Weight (per component)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 10.4 lb. (1) 32.8 lb. (1)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 10.4 lb. (1) 32.8 lb. (1)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 10.4 lb. (1) 32.8 lb. (1) 26.2 lbs. (1)	
Component Dimensions	18.0" x 13.4" x 7.9" (1) 14.9" x 13.2" x 10.9" (1) 27.2" x 12.1" x 7" (1) 8.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 6.4" x 6.9" x 4.8" (1) 18.5" x 11" x 31.25" (1)	57.2 lb. (1) 72 lbs. (1) 56.1 lb. (1) 59.4 lb. (1) 56.1 lb. (1) 10.4 lb. (1) 32.8 lb. (1) 26.2 lbs. (1)	18.0" x 13.4" x 7.9" (1) 14.9" x 13.2" x 10.9" (1) 27.2" x 12.1" x 7" (1) 8.1" x 13.5" x 7.8" (1) 18.1" x 13.5" x 7.8" (1) 6.4" x 6.9" x 4.8" (1) 18.5" x 11" x 31.25" (1) 18.28" x 10.24" x 31.4" (1)	

City of Jackson
New Construction/Colocation Application

MOUNTS AND COAX				
Tower Mount Dimensions	12.5' Modified Sector Frames	12.5' Modified Sector Frames	12.5' Modified Sector Frames	
Tower Mount Weight	X lb	X lb	X lb	
Antenna Dimensions / Weight	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"	105.2" x 20" x 6.9" 105.2" x 20" x 6.9" 31.5" x 15.9" x 8.7" 28.3" x 16.1" x 7.9"	
Transmit Frequency				
Receive Frequency				
Number of Coax Cables (PER SECTOR)				
Type of Coax (i.e. fiber, power, CDMA)	(2) Coax cable (3) DC Cable (1) Fiber Cable (1) RET Cable	(2) Coax cable (3) DC Cable (1) Fiber Cable	(2) Coax cable (2) DC Cable (1) Fiber Cable	
Diameter of Coax Cables	(2) 1.5/8" (3) 3/4" (1) 3/8" (1) 5/16"	(2) 1.5/8" (2) 3/4" (1) 3/8" (1) 5/16"	(2) 1.5/8" (1) 3/4" (1) 3/8" (1) 3/8"	
Tenant RF Contact Name/Number	Eyram Kunawotor / EK3158@ATT.COM			
City RF Contact Name/Number	AKeith Harris / 601-502-4691			
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):	Cellular			

GROUND SPACE & POWER REQUIREMENTS			
Cabinet Manufacturer/Model		Shelter Manufacturer	
Equipment Pad Dimensions		Shelter Dimensions	12' x 20'
AC Power		Required Voltage and Total Amps	
Tenant Construction Contact Name/Number:	Cynthia Dicharry / 205-226-4242		
City Construction Contact Name/Number:	AKeith Harris / 601-502-4691		

City of Jackson
New Construction/Colocation Application

Summary of work to be performed:

(Please provide quantity and equipment label for each item)

Existing Equipment:

- (3) 800 10992 K/ Kathrein
- (3) TPA-65R-LCUUUU-H8-K/CCI
- (3) 80010121/ Kathrein
- (3) RRUS 32 B30
- (3) 4478 B14
- (3) 4478 B5
- (3) 8843 B2/B66A
- (3) RRUS 11 B12
- (3) CBC78T-DS-43-2X
- (3) TT08-19DB11-001
- (6) 1 5/8'
- (4) 3/4'
- (2) 7/8'
- (2) 3/8'
- (3) Raycap DC6-48-60-18-8F
- (1)5/16 RET

Equipment to be removed:

- (3) TPA-65R-LCUUUU-H8-K/CCI
- (3) 80010121/ Kathrein
- (3) RRUS 11 B12
- (3) TT08-19DB11-001

Equipment to be added:

- (3) 80010992V01
- (3) AIR6449 B77D
- (3) AIR6419 B77G
- (3) 4478 B12A
- (2) 7/8'
- (1) 3/8'
- (1) Raycap DC6-48-60-18-8C-EV

Final Configuration (include all existing and proposed):

- (3) 800 10992 K/ Kathrein
- (3) 80010992V01
- (3) AIR6449 B77D
- (3) AIR6419 B77G
- (3) RRUS 32 B30
- (3) 4478 B14
- (3) 4478 B5
- (3) 8843 B2/B66A
- (3) 4478 B12A
- (3) CBC78T-DS-43-2X
- (6) 1 5/8'
- (4) 3/4'
- (4) 7/8'
- (3) 3/8'
- (3) Raycap DC6-48-60-18-8F
- (1) Raycap DC6-48-60-18-8C-EV
- (1) 5/16 RET

City of Jackson
New Construction/Colocation Application

**ATTACH MANUFACTURER'S SPECIFICATIONS OF BASE STATION EQUIPMENT OR SHELTER
AND A PRELIMINARY SITE PLAN**

- This application is subject to City of Jackson Telecommunications Approval.
- Proposed site modifications may also be subject to local zoning approval including building permit.

Submitted By: Gilberto Morales

Signature of person submitting application on behalf of Applicant
Company:

Printed Name: Gilberto Morales

Title: Site Acquisition Specialist

Date: 07.08.2022

**City of Jackson
New Construction/Colocation Application**

FOR CITY USE

Approved And Accepted By:

SIGNATURES:

City of Jackson, Manager of Telecommunications

Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**05/11/2023
DATE**

POINTS		COMMENTS			
1.	Brief Description/Purpose	New Cingular Wireless PCS, LLC, a Delaware limited liability company to modify equipment and increase licensee fees at fifteen (15) tower sites within the City of Jackson.			
2.	Purpose	The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with New Cingular Wireless PCS, LLC, a Delaware limited liability company that will modify Verizon's equipment and increase the monthly license fees at fifteen (15) towers.			
3.	Who will be affected	All City Departments			
4.	Benefits	Enhance revenue for the City of Jackson.			
5.	Schedule (beginning date)	Upon Execution			
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, Telecommunications Division			
8.	COST	There will be a revenue increase of One Hundred Eighty and No/100 Dollars (\$180.00) per month/ JSU Water Tank/ Site#29 Tower, Two hundred ninety-four and No/100 Dollars (\$294.00) per month/ FS 22/ Site#9 Tower, Two Hundred and Forty-Six 00/100 Dollars (\$246.00) per month/ FS 21/ Site#8 Tower, Two Hundred Twenty-Nine and 50/100 Dollars (\$229.50) per month/ FS 7/ Site#4 Tower, Two Hundred Twenty-Two and 00/100 Dollars (\$228.00) per month/ FS 24/ Site#11 Tower, One Hundred Ninety-Nine and 50/100 Dollars (\$199.50) per month/ FS 19/ Site#7 Tower, Two Hundred Seventy and 0/100 Dollars (\$270.00) per month/ FS 3/ Site#3 Tower, Two Hundred Thirty-Two and 50/100 Dollars (\$232.50) per month/(Magnolia RD)/ Site#14 Tower, Two Hundred and One and 00/100 Dollars (\$201.00) per month/(EOC)/ Site#20 Tower, One Hundred Eleven and 0/100 Dollars (\$111.00) per month/(Holmes AVE)/ Site#23 Tower, Two Hundred Seventeen and 50/100 Dollars (\$217.50) per month/(Lynch ST)/ Site#1 Tower, Two Hundred Thirty-Five dollars and 00/100 (\$235.50) per month/(MARTIN & HINES)/ Site#12 Tower, Two Hundred Ninety-One and 0/100 Dollars (\$291.00) per month/ Site#21 Tower, One Hundred Ninety-Nine and 50/100 Dollars (\$199.50) per month Site#22 Tower			
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 <u>X</u>
		AABE _____ %	WAIVER	yes ___ no ___	N/A <u>X</u>
		WBE _____ %	WAIVER	yes ___ no ___	N/A <u>X</u>
		HBE _____ %	WAIVER	yes ___ no ___	N/A <u>X</u>
		NABE _____ %	WAIVER	yes ___ no ___	N/A <u>X</u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
7/24/23
A.M.

This **ORDER AUTHORIZING THE MAYOR TO AMEND FIFTEEN ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT FIFTEEN TOWER SITES WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *A.M.*

7/26/23

Date



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: May 11, 2023

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: New Cingular Wireless PCS, LLC, a Delaware limited liability company to modify equipment and increase licensee fees at fifteen tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company that will modify their equipment and increase the monthly license fees at towers located at 1400 Lynch Street, 1592 Lakeshore Road, 5383 Watkins Drive, 104 Northside Drive, 1242 Wiggins Road, 1921 W. Northside Drive, 5802 Ridgewood Road, 333 Fortification Street, 179 Magnolia Drive, 301 North Street, 2916 Holmes Avenue, 3551 Lynch Street, 543 Martin Street, 731 Cooper Road, & 3000 ½ Saint Charles.

Granting approval to New Cingular Wireless PCS, LLC, a Delaware limited liability company to modify equipment and increase licensee fees at fifteen tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

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OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT BOLING STREET AND AUTHORIZING PAYMENT

WHEREAS, the City Council ratified a contract with Lewis Electric, Inc. to repair to the traffic signal at Northside Drive at Boling Street in an amount not to exceed \$24,450.00; and

WHEREAS, during construction, it was determined that the signal cabinet that was sitting on a damaged foundation had to be removed from the damaged foundation and mounted on one of the power poles; and

WHEREAS, the change order for the added necessary work is \$2,700.00, which increases the total contract amount to \$27,150.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the construction contract with Lewis Electric, Inc., for repairs to the traffic signal at Northside Drive at Boling Street in the amount of \$2,700.00.

IT IS FURTHER ORDERED that final payment in the amount of \$27,150.00 to Lewis Electric, Inc. for repairs to the traffic signal at Northside Drive at Boling Street is hereby authorized.

ITEM 34

AGENDA August 15, 2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT BOLING STREET AND AUTHORIZING PAYMENT								
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	Motorists on Watkins Drive								
4.	Benefits	Signal Repairs								
5.	Schedule (beginning date)	Work Completed								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) Project limits if applicable	Northside Dr at Boling St (Ward 2)								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	Public Works								
8.	COST	Additional \$2,700.00. Final cost: \$27,150.00								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 44890 6826								
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	___

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E.
City Engineer
Date: August 7, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing Change Order #1/Final to the contract with Lewis Electric, Inc. for repair work at Northside Dr at Boling St. During repairs, we determined that an additional pole was needed on the southeast corner to provide the necessary guy to pull on the signal pole.

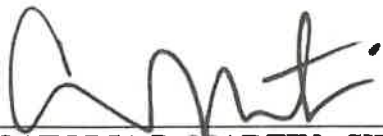
It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.

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/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT BOLING STREET AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



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

8/9/23

DATE

LEWIS ELECTRIC, INC.

Invoice

107 RIVER PINES ROAD
 P.O. BOX 320337
 FLOWOOD, MS 39232
 601.932.0101 PHONE
 601-709-0866 FAX

DATE	INVOICE #
6/29/2023	2310.01

BILL TO
2310-JACKSON NORTHSIDE DR AT BOLING ST

P.O. No.

DESCRIPTION	Est Qty	RATE	QTY	Prior Qty	Prior Amt	Total %	AMOUNT
SIGNAL REPAIRS AT NORTHSIDE DRIVE AND BOLING INCLUDES: NEW WOOD POLE 2 TYPE 7 HEADS 4 TYPE 1 HEADS REPAIRS TO SPAN WIRES AND SIGNAL CABLES	1	24,450.00	1	0		100.00%	24,450.00
CHANGE ORDER ADDITIONAL POLE TO RELOCATE GUY WIRE REPAIR DAMAGE TO UNDERGROUND CONDUITS AT CABINET	1	2,700.00	1	0		100.00%	2,700.00

Total	\$27,150.00
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Job Total Balance	\$27,150.00
--------------------------	--------------------

Fax #
601-709-0866

LEWIS ELECTRIC, INC.

QUOTE

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

DATE	QUOTE #
4/21/2023	23042101

PROJECT NAME/LOCATION
NORTHSIDE @ BOILING
JACKSON MS

QTY	DESCRIPTION	UNIT	LS	PRICE	TOTAL
10.00	Signal Repairs at Northside Drive and Boiling			\$ 24,450.00	\$ 24,450.00
	Includes:				
	New Wood Pole				
	(2) Type 7 Heads				
	(4) Type 1 Heads				
	Repairs to Span Wires and Signal Cables				
TOTAL ITEMS:					\$ 24,450.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

LEWIS ELECTRIC, INC.

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

QUOTE

DATE	QUOTE #
6/28/2023	23042101-1

PROJECT NAME/LOCATION
NORTHSIDE DR @ BOILING ADDITIONAL WORK
JACKSON MS

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
10.00	Additional pole to relocate guy wire.	1.00	LS \$ 2,700.00	\$ 2,700.00
	Repair Damage to underground conduits at cabinet			
TOTAL ITEMS:				\$ 2,700.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

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ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT WATKINS DRIVE AT VALLEY NORTH BOULEVARD AND AUTHORIZING PAYMENT

WHEREAS, the City Council ratified a contract with Lewis Electric, Inc. to repair to the traffic signal at Watkins Drive at Valley North Boulevard in an amount not to exceed \$26,475.00; and

WHEREAS, during construction, it was determined that the signal cabinet that was sitting on a damaged foundation had to be removed from the damaged foundation and mounted on one of the power poles; and

WHEREAS, the change order for the added necessary work is \$6,200.00, which increases the total contract amount to \$32,675.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the construction contract with Lewis Electric, Inc., for repairs to the traffic signal at Watkins Drive at Valley North Boulevard in the amount of \$6,200.00.

IT IS FURTHER ORDERED that final payment in the amount of \$32,675.00 to Lewis Electric, Inc. for repairs to the traffic signal at Watkins Drive at Valley North Boulevard is hereby authorized.

ITEM 35

AGENDA August 15, 2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023
DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT WATKINS DRIVE AT VALLEY NORTH BOULEVARD AND AUTHORIZING PAYMENT				
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	Motorists on Watkins Drive				
4.	Benefits	Signal Repairs				
5.	Schedule (beginning date)	Work Completed				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) Project limits if applicable	Watkins Dr at Valley North Blvd (Ward 2)				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	Public Works				
8.	COST	Additional \$6,200.00. Final cost: \$32,675.00				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 44890 6826				
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 _____

Revised 2-04



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer

Date: August 7, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing Change Order #1/Final to the contract with Lewis Electric, Inc. for repair work at Watkins Dr at Valley North Blvd. During repairs, we determined that the cabinet, which was sitting on a crooked and damaged foundation, had to be removed and relocated to one of the power poles. A left turn signal was also added to benefit residents in Valley North.


It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.


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/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT WATKINS DRIVE AT VALLEY NORTH BOULEVARD AND AUTHORIZING PAYMENT is legally sufficient for placement in NOVUS Agenda.



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

8/9/23

DATE

LEWIS ELECTRIC, INC.

Invoice

107 RIVER PINES ROAD
 P.O. BOX 320337
 FLOWOOD, MS 39232
 601.932.0101 PHONE
 601-709-0866 FAX

DATE	INVOICE #
6/29/2023	2309.01

BILL TO
2309-JACKSON WATKINS AT VALLEY NORTH

P.O. No.

DESCRIPTION	Est Qty	RATE	QTY	Prior Qty	Prior Amt	Total %	AMOUNT
SIGNAL REPAIRS AT WATKINS DRIVE AND VALLEY NORTH INCLUDES: NEW WOOD POLE STRAIGHTEN EXISTING CABINET (IF STILL WORKING) 6 TYPE 1 HEADS REPAIR SPAN WIRES AND SIGNAL CABLES	1	26,475.00	1	0		100.00%	26,475.00
CHANGE ORDER CONVERSION OF CABINET TO POLE MOUNT AND DEMO OF CONCRETE FOUNDATION ADDITION OF TYPE 7 HEAD ADDITION OF TYPE 1 HEAD	1	6,200.00	1	0		100.00%	6,200.00

Total	\$32,675.00
--------------	--------------------

Job Total Balance	\$32,675.00
--------------------------	--------------------

Fax #
601-709-0866

LEWIS ELECTRIC, INC.

QUOTE

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

DATE	QUOTE #
4/21/2023	23042102

PROJECT NAME/LOCATION
WATKINS @ VALLEY NORTH
JACKSON MS

QTY	DESCRIPTION	UNIT	LS	PRICE	TOTAL
10.00	Signal Repairs at Watkins Dr. and Valley North		1.00	\$ 26,475.00	\$ 26,475.00
	Includes:				
	New Wood Pole				
	Straighten Existing Cabinet (If Still Working)				
	(6) Type 1 Heads				
	Repair Span Wires and Signal Cables				
TOTAL ITEMS:					\$ 26,475.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

LEWIS ELECTRIC, INC.

QUOTE

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

DATE	QUOTE #
6/28/2023	23042102-1

PROJECT NAME/LOCATION
WATKINS @ VALLEY NORTH-ADD WORK
JACKSON MS

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
10.00	Conversion of Cabinet to Pole Mount and Demo of Concrete Foundation	LS	\$ 6,200.00	\$ 6,200.00
	Addition of Type 7 Head			
	Addition of Type 1 Head			
TOTAL ITEMS:				\$ 6,200.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

36

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT MEDGAR EVERS BOULEVARD AT RIDGEWAY STREET AND AUTHORIZING PAYMENT

WHEREAS, the City Council ratified a contract with Lewis Electric, Inc. to repair to the traffic signal at Medgar Evers Boulevard at Ridgeway Street in an amount not to exceed \$24,925.00; and

WHEREAS, during construction, it was determined that two signal heads were needed, the existing illuminated street name signs that were attached to broken poles had to be removed and for technical reasons could not be replaced, and new overhead street name signs were needed to replace the illuminated; and

WHEREAS, the change order for the added necessary work is \$6,250.00, which increases the total contract amount to \$31,175.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the construction contract with Lewis Electric, Inc., for repairs to the traffic signal at Medgar Evers Boulevard at Ridgeway Street in the amount of \$6,250.00.

IT IS FURTHER ORDERED that final payment in the amount of \$31,175.00 to Lewis Electric, Inc. for repairs to the traffic signal at Medgar Evers Boulevard at Ridgeway Street is hereby authorized.

ITEM 36
AGENDA August 15, 2023
BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT MEDGAR EVERS BOULEVARD AT RIDGEWAY STREET AND AUTHORIZING PAYMENT								
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	Motorists on Medgar Evers Boulevard								
4.	Benefits	Signal Repairs								
5.	Schedule (beginning date)	Work Completed								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) Project limits if applicable	Medgar Evers Blvd at Ridgeway St (Ward 3)								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	Public Works								
8.	COST	Additional \$6,250.00. Final cost: \$31,175.00								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 44890 6826								
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	___

Revised 2-04



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer

Date: August 7, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing Change Order #1/Final to the contract with Lewis Electric, Inc. for repair work at Medgar Evers Blvd at Ridgeway St. During repairs, we determined that two additional signal heads were needed that were not originally included on the contractor quote. In addition, the overhead street name signs that were mounted on two broken power poles had to be removed. Those signs could not be reinstalled on the newer poles. New signs will be made and installed on the overhead span wires. This signal is scheduled to be completely replaced as part of the Medgar Evers Blvd RAISE Grant project.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.

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/FINAL TO THE CONTRACT WITH LEWIS ELECTRIC, INC. FOR REPAIRS TO THE TRAFFIC SIGNAL AT MEDGAR EVERS BOULEVARD AT RIDGEWAY STREET AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



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

8/9/23
DATE

LEWIS ELECTRIC, INC.

Invoice

107 RIVER PINES ROAD
 P.O. BOX 320337
 FLOWOOD, MS 39232
 601.932.0101 PHONE
 601-709-0866 FAX

DATE	INVOICE #
6/30/2023	2308.01

BILL TO
2308-JACKSON MEDGAR EVERS AT RIDGEWAY

P.O. No.

DESCRIPTION	Est Qty	RATE	QTY	Prior Qty	Prior Amt	Total %	AMOUNT
SIGNAL REPAIRS AT MEDGAR EVERS AND RIDGEWAY INCLUDES NEW WOOD POLE 3 TYPE 1 HEADS 2 TYPE 4 HEADS 1 TYPE 2 HEAD 1 TYPE 7 HEAD (CONVERT EXISTING TYPE 2) REPAIR SPAN WIRES AND SIGNAL CABLES	1	24,925.00	1	0		100.00%	24,925.00
CHANGE ORDER REMOVE EXISTING ILLUMINATED STREET NAME SIGNS AND REPLACE WITH ALUMINUM STREET NAME SIGNS, MOUNTED ON SPANS. PROVIDE 2 ADDITIONAL 3 SECTION HEADS	1	6,250.00	1	0		100.00%	6,250.00

Total	\$31,175.00
--------------	--------------------

Job Total Balance	\$31,175.00
--------------------------	--------------------

Fax #
601-709-0866

LEWIS ELECTRIC, INC.

QUOTE

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

DATE	QUOTE #
4/21/2023	23042103

PROJECT NAME/LOCATION
MEDGAR EVERS @ RIDGEWAY JACKSON MS

10.00	Signal Repairs at Medgar Evers and Ridgeway	1.00	LS	\$ 24,925.00	\$ 24,925.00
	Includes:				
	New Wood Pole				
	(3) Type 1 Heads				
	(2) Type 4 Heads				
	(1) Type 2 Head				
	(1) Type 7 Head (convert existing type 2)				
	Repair Span Wires and Signal Cables				
TOTAL ITEMS:					\$ 24,925.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

LEWIS ELECTRIC, INC.

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

QUOTE

DATE	QUOTE #
6/26/2023	23042103-1

PROJECT NAME/LOCATION
MEDGAR EVERS @ RIDGEWAY - ADDITIONAL SNS WORK
JACKSON MS

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
10.00	Remove Existing Illuminated Street Name Signs and Replace with Aluminum Street Name Signs, Mounted on Spans. Provide Two Additional 3 Section Heads	LS	\$ 6,250.00	\$ 6,250.00
TOTAL ITEMS:				\$ 6,250.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

37

**ORDER RATIFYING A CONTRACT WITH LEWIS ELECTRIC, INC.
FOR RECONSTRUCTION OF THE TRAFFIC SIGNAL AT NORTHSIDE
DRIVE AT LIVINGSTON ROAD**

WHEREAS, on June 16, 2023, straight line winds in the City of Jackson caused significant damage to the traffic signal at Northside Drive at Livingston Road resulting in the need for a contractor to reconstruct the signal; and

WHEREAS, on June 16, 2023, Mayor Chokwe Antar Lumumba signed a Mayoral Proclamation of Local Emergency, a copy of which is attached to this order; and

WHEREAS, in accordance with the Mayoral Proclamation and in accordance with the relevant statute in Mississippi Code of 1972, the City executed a contract with Lewis Electric, Inc., to reconstruct the signal at Northside Drive at Livingston Road, a copy of which is attached to this order; and

IT IS, THEREFORE, ORDERED that the Mayor's execution of a contract with Lewis Electric, Inc., for reconstruction of the traffic signal at Northside Drive at Livingston Road in the amount of \$27,250.00 is hereby ratified.

ITEM 37

AGENDA August 15, 2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	RATIFICATION OF SIGNAL RECONSTRUCTION CONTRACT AT NORTHSIDE DRIVE AT LIVINGSTON ROAD					
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	Motorists on Northside Drive					
4.	Benefits	Signal Repairs					
5.	Schedule (beginning date)	Upon Council Approval					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) Project limits if applicable	Northside Dr at Livingston Rd (Wards 2,3,4)					
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	Public Works					
8.	COST	\$27,250.00					
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 44890 6826					
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 _____	

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer

Date: August 7, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Lewis Electric, Inc. for reconstruction of the traffic signal at Northside Dr at Livingston Road. The signal was seriously damaged during the June 16th windstorm and will have to be fully rebuilt except for the signal cabinet and equipment on the southeast corner of the intersection.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.

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 A CONTRACT WITH LEWIS ELECTRIC, INC. FOR RECONSTRUCTION OF THE TRAFFIC SIGNAL AT NORTHSIDE DRIVE AT LIVINGSTON ROAD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Terry Williamson, *Legal Counsel*

8/1/23
Date

OFFICE OF THE CITY ATTORNEY

**MAYORAL PROCLAMATION OF LOCAL EMERGENCY
CITY OF JACKSON, MISSISSIPPI**

WHEREAS, Section 33-15-17 (d) of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a local emergency as defined in Section 33-15-5 of the Mississippi Code of 1972, as amended; and

WHEREAS, Section 33-15-5 (h) 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 or property;" and

WHEREAS, Section 33-15-5 (g) defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a county and/or municipality caused by such conditions as air or water pollution, fire, flood, storm, epidemic, earthquake, hurricane, resource shortages 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, during the early morning hours of June 16, 2023, a band of severe thunderstorms generating straight-line winds of up to 80 miles per hour passed through the City downing trees, knocking out power to portions of the City, and causing damage to structures throughout the City, including City facilities such as traffic signals and the Public Safety Communications and Information Building; and

WHEREAS, the City of Jackson will need additional assistance beyond its City personnel to assist in the removal of trees, the repair of traffic signals in a timely manner, and to make repairs to damage City facilities; and

WHEREAS, pursuant to Section 33-15-17 (b), the City "is authorized to exercise the powers vested under this section in the 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, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds."

NOW, THEREFORE, I, Chokwe Antar Lunumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me 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 declare a local emergency for the City of Jackson.

IT IS FURTHER ORDERED that this Proclamation shall be (1) promptly filed with the City Clerk; (2) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Local Emergency.

IT IS FINALLY ORDERED that this Proclamation of Local Emergency is effective immediately, until such time as the next regular meeting of the City Council or a special meeting legally called to review and approve or disapprove the need for continuing this local emergency.

WITNESS MY HAND, on this 16th day of June, 2023 at 5:11 am/pm.


**CHOKWE A. LUMUMBA, MAYOR
CITY OF JACKSON, MISSISSIPPI**

ATTEST:


CITY CLERK

CONTRACT

This Contract, made this the 23^d day of June, 2023 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Lewis Electric, Inc. located in Flowood, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Traffic Signals Repairs at N. Hillside Dr. @ Livingston and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of

Twenty Seven thousand, one hundred and 00 Dollars (\$ 27,100.00)

in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.

7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.

8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of

twenty-seven thousand two hundred fifty and 100/100
\$ 27,250

9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of

twenty-seven thousand two hundred fifty and 100/100
\$ 27,250

10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

LEWIS ELECTRIC, INC.
CONTRACTOR

BY *[Signature]* OPM
Mayor

BY: *[Signature]*

ATTEST *Angela Harris*
Municipal Clerk

ATTEST *[Signature]*



GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS

Bond No. 1098931

Repair of Traffic Signals at Northside Dr @ Livingston Jackson, MS

KNOW ALL MEN BY THESE PRESENTS: that

Lewis Electric, Inc.

(Name of CONTRACTOR)

P.O. Box 320337 Flowood, MS 39232

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

The Hanover Insurance Company

(Name of Surety)

440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of Twenty-Seven Thousand Two Hundred Fifty Dollars (\$ 27,250) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 22nd day of June, 2013, a copy of which is hereto attached and made a part hereof for the construction of:

Northside Dr @ Livingston Jackson, MS Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**MAYORAL PROCLAMATION OF LOCAL EMERGENCY
CITY OF JACKSON, MISSISSIPPI**

WHEREAS, Section 33-15-17 (d) of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a local emergency as defined in Section 33-15-5 of the Mississippi Code of 1972, as amended; and

WHEREAS, Section 33-15-5 (h) 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 or property;" and

WHEREAS, Section 33-15-5 (g) defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a county and/or municipality caused by such conditions as air or water pollution, fire, flood, storm, epidemic, earthquake, hurricane, resource shortages 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, during the early morning hours of June 16, 2023, a band of severe thunderstorms generating straight-line winds of up to 80 miles per hour passed through the City downing trees, knocking out power to portions of the City, and causing damage to structures throughout the City, including City facilities such as traffic signals and the Public Safety Communications and Information Building; and

WHEREAS, the City of Jackson will need additional assistance beyond its City personnel to assist in the removal of trees, the repair of traffic signals in a timely manner, and to make repairs to damage City facilities; and

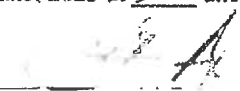
WHEREAS, pursuant to Section 33-15-17 (b), the City "is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds."

NOW, THEREFORE, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me 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 declare a local emergency for the City of Jackson.

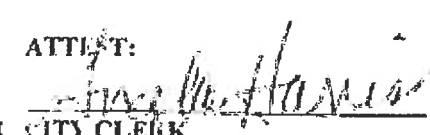
IT IS FURTHER ORDERED that this Proclamation shall be (1) promptly filed with the City Clerk; (2) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Local Emergency.

IT IS FINALLY ORDERED that this Proclamation of Local Emergency is effective immediately, until such time as the next regular meeting of the City Council or a special meeting legally called to review and approve or disapprove the need for continuing this local emergency.

WITNESS MY HAND, on this 16th day of June, 2023 at 5:11 am/pm.


**CHOKWE A. LUMUMBA, MAYOR
CITY OF JACKSON, MISSISSIPPI**

ATTEST:


CITY CLERK

CONTRACT

This Contract, made this the 23rd day of June, 2023 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Lewis Electric, Inc. located in Flowood, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Traffic Signals Repairs at N. Williams St. at Livingston and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Twenty One Thousand, 000 hundred Dollars (\$ 21,000), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of twenty-seven thousand two hundred fifty and 00/100
 \$ 27,250.00
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of twenty-seven thousand two hundred fifty and 00/100
 (\$ 27,250.00)
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.


12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY


Mayor

ATTEST


Municipal Clerk

(Seal)




CONTRACTOR

BY:



ATTEST



(Seal)



GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS

Bond No. 1098931

Repair of Traffic Signals at Northside Dr @ Livingston Jackson, MS

KNOW ALL MEN BY THESE PRESENTS: that

Lewis Electric, Inc.

(Name of CONTRACTOR)

P.O. Box 320337 Flowood, MS 39232

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

The Hanover Insurance Company

(Name of Surety)

440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of
Twenty-Seven Thousand Two Hundred Fifty Dollars (\$ 27,250) in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the 22nd day of June, 2023,
a copy of which is hereto attached and made a part hereof for the construction of:

Northside Dr @ Livingston Jackson, MS Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims
and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making
good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 23rd day of June, 2023

ATTEST:

Lewis Electric, Inc.

CONTRACTOR

BY: Shirley Leira Russell (s)

P.O. Box 320337 Flowood, MS 39232

Address

(Principal) Secretary

(SEAL)

Rudolph Harper
Witness as to Principal

Address

P.O. Box 320337 Flowood, MS 39232



ATTEST:

See attached Power of Attorney

(Surety) Secretary

(SEAL)

Blake Johnson
Witness as to Surety

Address

P.O. Box 1490 Jackson, MS 39215-1490

The Hanover Insurance Company

Surety

BY: Stephen Wesley Price, Jr.
Attorney-in-Fact Stephen Wesley Price, Jr.
Fisher Brown Bottrell

Address

P.O. Box 1490 Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS**

Bond No. 1098931

Repair of Traffic Signals at Northside Dr @ Livingston Jackson, MS

KNOW ALL MEN BY THESE PRESENTS: that
Lewis Electric, Inc.

(Name of CONTRACTOR)

P.O. Box 320337 Flowood, MS 39232

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

The Hanover Insurance Company

(Name of Surety)

440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called OWNER, in the penal sum of
Twenty-Seven Thousand Two Hundred Fifty Dollars \$27,250 in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, he Principal entered into a
certain contract with the OWNER, dated the 22d day of June, 2023
a copy of which is hereto attached and made a part hereof for the construction of:

Northside Dr @ Livingston Jackson, MS Project

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 23rd day of June, 2023

ATTEST:

Lewis Electric, Inc.

CONTRACTOR:

BY: [Signature] (s)

P.O. Box 320337 Flowood, MS 39232

Address

(Principal) Secretary

(SEAL)

[Signature]
Witness as to Principal

Address
P.O. Box 320337 Flowood, MS 39232



ATTEST:

See attached Power of Attorney

The Hanover Insurance Company

(Surety Secretary)

Surety

(SEAL)

[Signature]
Witness as to Surety
Blake Johnson

Address
P.O. Box 1490 Jackson, MS 39215-1490

BY: [Signature]
Attorney-in-Fact Stephen Wesley Price, Jr.
Fisher Brown Bottrell

Address
P.O. Box 1490 Jackson, MS 39215-1490



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jason J. Young, Jerry Eugene Horner, Jr., Jerry G. Veazey Jr.,
Peggy L. Jackson, Trina Cobb, Brody Eric Buckley, Amanda Jean Charfauros, Stephen Wesley Price Jr and/or Taylor Leggett

Of Fisher Brown Bottrell Insurance, Inc., Jackson, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surely, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of November, 2022

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Young, Executive Vice President

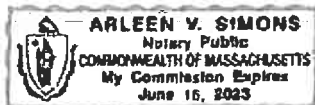
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

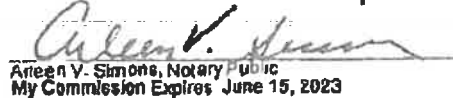

H. Kawlaci, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of November, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

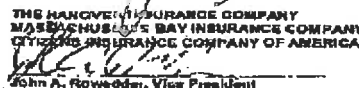



Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of June, 2023

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowland, Vice President

EMERGENCY CONTRACT SUPPLEMENTS AND AMENDMENTS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. **THE COUNCIL:** Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.05 THE COUNCIL: The Mayor and Council of the City of Jackson."
2. **ENGINEER:** Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative."
3. **THE PROPOSAL:** Article 1.13 of the Standard Specifications shall be deleted in its entirety.
4. **PROPOSAL GUARANTY:** Article 1.14 of the Standard Specification shall be deleted in its entirety.
5. **PLANS:** Article 1.15 of the Standard Specifications shall be deleted in its entirety.
6. **WORKING DRAWINGS:** Article 1.16 of the Standard Specifications shall be deleted in its entirety.
7. **CONTRACT:** Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.19 CONTRACT: The written agreement between the CONTRACTOR and the OWNER governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the CONTRACTOR's Bid, Standard Specifications, Supplements and Amendments to the General Provisions, any Special Provisions, Performance Bond, and Notice to Proceed. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner."
8. **CONTRACT TIME:** Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.25 CONTRACT TIME: The number of calendar days shown in the Contractor's bid, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract."

9. **CALENDAR DAYS:** Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.”

10. **CONSULTING ENGINEER:** Article 1.29 shall be added to the Standard Specifications as follows;

“1.29 CONSULTING ENGINEER: When the OWNER employs a consulting engineer, he shall be identified in the Notice to Proceed.”

11. **PROPOSAL REQUIREMENTS AND CONDITIONS:**

Section 2 of the Standard Specification shall be deleted in its entirety.

12. **CONSIDERATION OF BIDS:** Article 3.01 of the Standard Specifications shall be deleted in its entirety.

13. **AWARD OF CONTRACT:** Article 3.02 of the Standard Specifications shall be deleted in its entirety.

14. **RETURN OF PROPOSAL GUARANTIES:** Article 3.03 of the Standard Specification shall be deleted in its entirety.

15. **REQUIREMENTS OF CONTRACT BONDS:** Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within 48 hours from the time of the issuance of the notice to proceed, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the United States Treasury Department’s list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department’s list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

Contractors shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions.

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds.”

16. **EXECUTION OF CONTRACT:**

Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The person, firm, or corporation, to whom or to which the contract has been awarded, shall sign all necessary documents required by said contract with City of Jackson and return them to the Engineer within 48 hours after the bidder has received a Notice to Proceed. The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER.

17. **APPROVAL OF CONTRACT:** Article 3.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The work being performed under this contract is being performed pursuant to the City of Jackson’s emergency purchasing procedure. Written authorization by the Mayor is sufficient to authorize work under this contract.

18. **SCOPE OF WORK:**

Section 4 of the Standard Specification is deleted in its entirety.

19. **CONTROL OF WORK:**

Article 5 of the Standard Specifications shall be amended as follows:

- (a) Delete Subsection 5.02 in its entirety.
- (b) Delete Subsection 5.03 in its entirety.
- (c) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following:

Coordination of Specifications and Special Provisions: The Standard Specifications, Special Provisions and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to described and provide for the complete Work. Special provisions shall govern over standard specifications and supplements and amendments to the standard specifications.

The CONTRACTOR shall not take advantage of any apparent error or omission in the specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, it shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Work Order.

- (c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

“The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR’s representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made.”

20. **CONSTRUCTION STAKES:**

Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer’s control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Documents and the lines and grades given herein, if any.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR.”

21. **LAWS TO BE OBSERVED**

Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

“The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the

project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forth wise be physically amended to make such insertion or correction.”

22. **INSURANCE REQUIREMENTS:**

Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.03 **INSURANCE REQUIREMENTS:** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

The certificate of insurance must be proved on the current ACORD Certificate of Liability Insurance Form 25, Certificate of Liability Insurance. Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR’s responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required upon request from the OWNER.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

(a) **Workmen’s Compensation and Employer’s Liability Insurance.**

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workmen’s Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen’s Compensation law. The liability limits shall not be

less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an "all states" endorsement.

- (b) CONTRACTOR's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

- (c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

- (d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one

person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subcontractors.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their right-of-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subcontractors as their interest may appear.

(g) Railroad Protective and Liability Policy:

n/a

- (1) When work is to be performed on, across or beneath railroad right-of-way, the CONTRACTOR shall protect, indemnify and save harmless the RAILROAD COMPANY, or any other railroad company on whose right-of-way work is to be performed, from and against any and all damage, loss, claims, judgments or expenses which the Railroad may suffer or be subjected to by the performance of the work, including but without limitation to injury to or death of any person whomsoever and destruction of or damage to any property whatsoever. This indemnity shall prevail regardless of negligence on the part of the Railroad and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law

on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, loss or damage which would not have occurred if the work had not been initiated.

The CONTRACTOR shall protect, indemnify and save harmless the Railroad from and against any and all damage, loss, claims judgments and expenses which the Railroad may suffer or be subjected to by reason of or in any way arising out of personal injury to or death of any employee or agent of the CONTRACTOR or destruction of or damage to any property of the CONTRACTOR occurring while traveling or being transported to or from the work site. This indemnity shall prevail regardless of negligence on the part of the Railroad, and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, destruction or damage which would not have occurred if the work had not been initiated.

- (2) The CONTRACTOR shall provide broad form contractual insurance covering the INDEMNITY CLAUSE set forth hereinabove.

The CONTRACTOR shall also provide Standard Railroad Protective Insurance to fully protect the Railroad from any loss, liability, claims or expenses whatsoever directly or indirectly resulting from or arising out of or incident to work required of the OWNER under this Contract and performed by the CONTRACTORS and subcontractors working for the OWNER, irrespective of negligence of such CONTRACTORS and subcontractors, the Railroad, the OWNER, or officers, agents or employees thereof. Said policy shall provide protection to the Railroad for injury to or death of any person whomsoever, including but not limited to employees of the Railroad, and for damage to any property whatsoever including but not limited to property owned by or in the custody of the Railroad.

The CONTRACTOR shall either (1) require each of his subcontractors to procure and to maintain during the life of his Subcontract, subcontractors' Insurance of the type and coverage and in the same amounts as specified above, or (2) insure the activities of his subcontractors in his own policy.

The policies of insurance required shall be satisfactory to the Railroad and endorsed for not less than thirty (30) days written notice prior to changes, cancellation or expiration.

If a Railroad Protective and Liability Policy is required for this Project, the amounts and limits of coverage shall be stated in an addendum or addenda and such addenda will be furnished to all prospective Bidders.

All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

23. **PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS:**

Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways” as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways”. Lights shall also comply with requirements outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways”.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair,

remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

24. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

~~"The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.~~

~~The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.~~

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORS or subcontractors, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities."

25. **CONTRACTOR'S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICE:**

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

"Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power lines, and other structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The CONTRACTOR shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. An effort has been made to show all existing underground utilities on the Contract Drawings and the CONTRACTOR shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR's expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than eight (8) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR's expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of ATMOS Energy, formerly known as Mississippi Valley Gas Company, will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Mississippi Valley Gas Company at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict."

26. **GUARANTEE PERIOD:**

The Standard Specifications shall be amended to include the following Article:

"7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of one (1) year from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond."

27. SUBLETTING OR ASSIGNING CONTRACTS:

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 "Subletting or Assigning Contracts" of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

28. PROSECUTION OF THE WORK:

Article 8.02 of the Standard Specifications shall be deleted in its entirety and substituted with the following paragraphs:

"If at any time the CONTRACTOR's plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate

of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved.”

29. **DETERMINATION OF EXTENSION OF CONTRACT TIME:**

Article 8.06 of the Standard Specification is deleted in its entirety.

30. **FAILURE TO COMPLETE THE WORK ON TIME:**

Article 8.07 of the Standard Specification is deleted in its entirety.

28. **TERMINATION OF CONTRACT**

Article 8.08 of the Standard Specifications shall be amended as follows:

Subsection (1) is amended to state: “(1) Substantial Evidence that the progress being made by the Contractor is consistent with the expectation that the time is of the essence in completion of the work and the work shall be completed as expeditiously as possible on the circumstances.

The fourth paragraph of subsection (5) is amended to state: “After termination, the City may then order the surety to arrange for the prosecution of the work. In the event the surety does not proceed with the prosecution of the work within a period of ten (10) days from the date on which the contract was terminated, the Director may proceed with assigning the completion of the work to another Term Bid Contractor.” The remainder of subsection (5) remains as stated in the Standard Specifications.

31. **FULFILLMENT OF CONTRACT:**

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

"8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

32. **COMPENSATION FOR ALTERED QUANTITIES:**

Article 9.03 of the Standard Specification is deleted in its entirety.

33. **COMPENSATION FOR EXTRA AND FORCE ACCOUNT WORK:**

Article 9.04 of the Standard Specification is deleted in its entirety.

34. **PAYMENT FOR OMITTED ITEMS:**

Article 9.05 of the Standard Specification is deleted in its entirety.

35. **MONTHLY ESTIMATES AND PARTIAL PAYMENTS:**

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

The OWNER anticipates that this work will be completed within 30 days. Under such circumstances, the OWNER will make process a single Final Payment Request under the terms of paragraph 36 below.

In the event that the work is anticipated to extend beyond 30 days, the OWNER will make partial payments under the following terms:

MONTHLY ESTIMATES AND PARTIAL PAYMENTS: The CONTRACTOR's partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. ~~The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents.~~ If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, Owner shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subcontractors and suppliers. Thereafter, the Owner shall be entitled to retain two and one-

half percent (2½%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The Owner will pay the CONTRACTOR within forty-five (45) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within ^{FOURTY FIVE} (45) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. ~~The Owner shall be entitled to retain five percent (5%) of the amount of each pay estimate until completion and acceptance of all work covered by the Contract Documents and Drawings.~~

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of

attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

36. **FINAL ESTIMATE AND PAYMENT:**

Article 9.08 of the Standard Specifications and Amendments appended thereto shall be deleted in its entirety and the following substituted therefor:

“9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR'S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether

concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract.”

37. **PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:**

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s) or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

38. **RIGHTS-OF-WAY:**

The necessary rights-of-way for the project will be provided by the Owner. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the Owner and tenant of the land.

39. **POWER:**

N/A

The ~~CONTRACTOR~~ shall provide all temporary electric power and light. He shall make all necessary applications, obtain and pay for required permits for the temporary service and pay ~~all fees and charges~~ for the electrical energy used.

40. **EQUALS:**

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workman-ship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

41. **CLAIMS FOR LABOR AND MATERIALS:**

The CONTRACTOR shall indemnify and save harmless the Owner and Engineer from all claims for labor and materials furnished under this Contract. When requested by the Owner, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

42. **ACTIONS ON PERFORMANCE AND PAYMENT BONDS**

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subcontractor but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the labor or furnished or supplied the last of the material for which the claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

43. **INCLUSION OF SUBCONTRACTORS:**

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

44. **DAILY REPORTS:**

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer. This report shall be given to the Utility Manager or Engineer no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

45. **ALLOWANCES**

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances

- (a) CONTRACTOR agrees that:
 - i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
 - iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.
- (3) Contingency Allowance
 - (a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- (4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

LEWIS ELECTRIC, INC.

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

QUOTE

DATE	QUOTE #
6/20/2023	23062001

PROJECT NAME/LOCATION
NORTHSIDE DR @ LIVINGSTON JACKSON MS

10.00	Repair Traffic Signal	1.00	LS	\$ 27,250.00	\$ 27,250.00
	Includes:				
	Provide and install wood pole				
	Provide and install signal spans and hardware				
	Provide and install traffic signal heads				
	Provide and install traffic signal cable				
TOTAL ITEMS:					\$ 27,250.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

38

ORDER RATIFYING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON SILAS BROWN STREET AT THE WOODROW WILSON BRIDGE

WHEREAS, Public Works staff has been monitoring a street issue by the bridge on Silas Brown Street over the Pearl River Bridge; and

WHEREAS, on May 9, 2023, Mayor Chokwe Antar Lumumba signed a Declaration Invoking the Emergency Procurement Procedure as authorized in Section 31-7-13 (k) of the Mississippi Code of 1972, a copy of which Declaration is attached to this order; and

WHEREAS, in accordance with the Declaration and in accordance with Section 31-7-13 (k) of the Mississippi Code of 1972, the City executed a contract with Geostabilization International, Inc., to repair the slide on Silas Brown Street at the Woodrow Wilson Bridge, a copy of which contract is attached to this order.

IT IS, THEREFORE, ORDERED that a contract with Geostabilization International, Inc., for repair the slide on Silas Brown Street at the Woodrow Wilson Bridge in the amount of \$295,269.55 is hereby ratified.

ITEM

38

AGENDA

August 15, 2023

BY: R. LEE, LUMUMBA

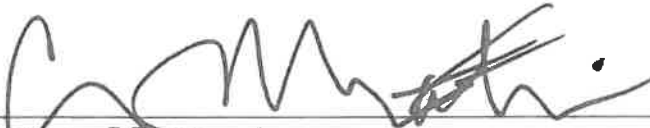
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON SILAS BROWN STREET AT THE WOODROW WILSON BRIDGE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Terry Williamson, *Legal Counsel*

8/9/23
Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	RATIFICATION OF SLIDE REPAIR CONTRACT AT SILAS BROWN STREET AT THE PEARL RIVER BRIDGE								
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	Motorists on Silas Brown Street								
4.	Benefits	Slide Repairs								
5.	Schedule (beginning date)	Work Underway								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) Project limits if applicable	Silas Brown St at Jefferson St (Ward 7)								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	Public Works								
8.	COST	\$295,269.55								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Municipal Sales Tax Fund 173 173 45190 6826								
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	_____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer

Date: August 7, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Geostabilization International, Inc. for repair the slide on Silas Brown Street at the Pearl River bridge. The proposal will stabilize a location whether the soil has been sliding down into the river bottom and affecting the street surface.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.


**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The south side of Silas Brown Street has shifted and slid in recent months causing the road surface to drop. In order to prevent further damage, it is necessary to bring in a contractor as quickly as possible to stabilize and repair the erosion damage and rebuild the damaged section of the street.

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 contract to make repairs to Silas Brown Street at the Pearl River bridge, pursuant to Section 31-7-13 (k) 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 me. 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.

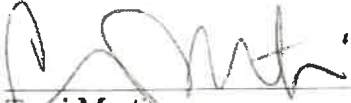


Robert Lee, P.E.
Director, Department of Public Works




DATE

II. REVIEWED AND APPROVED




Terri Martin
City Attorney

6/12/23
DATE



Fidelis Malembeka
Chief Financial Officer

06/13/23
DATE



Louis Wright
Chief Administrative Officer

6/13/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the roadside slide on Silas Brown Street at the Pearl River bridge constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the slide on Silas Brown Street at the Pearl River bridge, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective 6/13/23.



CHOKWE A. LUMUMBA
Mayor

6/13/23
DATE



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. *RL*
Director & City Engineer

Date: May 19, 2023

Subject: Declaration of Emergency – Silas Brown Street at the Pearl River Bridge

City staff has been observing a situation on the south side of Silas Brown Street at the Pearl River Bridge where the shoulder of the road has been “sliding” away from the road causing the asphalt roadway to sink in the eastbound lane. The slide condition is continuing and will cause further damage to the road without immediate action to stabilize and rebuild the should and road at the end of the bridge. In order to prevent further damage, it is necessary to bring in a contractor to stabilize and repair the sliding soil rebuild the damaged section of the street.

In order to remedy the situation of erosion that is causing damage to Silas Brown Street and endangering the safety of motorists, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.

CONTRACT

This Contract, made this the 1st day of June , 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Geostabilization International located in Commerce City, CO , hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Slide Repairs at E Silas Brown Bridge Over Pearl River SW Quad Slide Repair and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Two hundred ninety five thousand two hundred sixty nine and 55/100 Dollars (\$ 295,269.55),

in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of
Two hundred ninety five thousand two hundred sixty nine and
55/100

(\$ 295,269.55 _____);
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of
Two hundred ninety five thousand two hundred sixty nine and
55/100

(\$ 295,269.55 _____).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of

the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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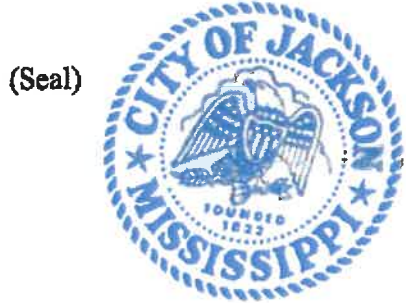
02/24/2020

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY 
Mayor

ATTEST 
Municipal Clerk



GeoStabilization International

CONTRACTOR

BY: 

ATTEST 

(Seal)

CORPORATE CERTIFICATE

I, Lloyd Kuehn certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Aaron Blatt, who signed said Contract on behalf of the CONTRACTOR was then Director of Sales of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.



Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

State of _____

My Commission Expires:

Notary Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS

Slide Repair at Old Canton Road over Hanging Moss Creek

KNOW ALL MEN BY THESE PRESENTS: that

Geostabilization International

(Name of CONTRACTOR)

4475 E 74th Ave, Suite 100

Commerce City, CO 80022

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Trisura Insurance Company

(Name of Surety)

2 Stamford Plaza Suite 1504, Stamford, CT 06901

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

E Silas Brown Bridge Over Pearl River SW Quad Slide

Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without

notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

CONTRACTOR

BY: _____ (s)

(Principal) Secretary

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Surety

BY: _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

02/24/2020

performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

CONTRACTOR
BY: _____ (s)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

Address

Surety
BY: _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

EMERGENCY CONTRACT SUPPLEMENTS AND AMENDMENTS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. **THE COUNCIL**: Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.05 THE COUNCIL: The Mayor and Council of the City of Jackson.”

2. **ENGINEER**: Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative.”

3. **THE PROPOSAL**: Article 1.13 of the Standard Specifications shall be deleted in its entirety.

4. **PROPOSAL GUARANTY**: Article 1.14 of the Standard Specification shall be deleted in its entirety.

5. **PLANS**: Article 1.15 of the Standard Specifications shall be deleted in its entirety.

6. **WORKING DRAWINGS**: Article 1.16 of the Standard Specifications shall be deleted in its entirety.

7. **CONTRACT**: Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.19 CONTRACT: The written agreement between the CONTRACTOR and the OWNER governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the CONTRACTOR’s Bid, Standard Specifications, Supplements and Amendments to the General Provisions, any Special Provisions, Performance Bond, and Notice to Proceed. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner.”

8. **CONTRACT TIME**: Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.25 CONTRACT TIME: The number of calendar days shown in the Contractor’s bid, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract.”

9. **CALENDAR DAYS:** Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.”

10. **CONSULTING ENGINEER:** Article 1.29 shall be added to the Standard Specifications as follows;

“1.29 CONSULTING ENGINEER: When the OWNER employs a consulting engineer, he shall be identified in the Notice to Proceed.”

11. **PROPOSAL REQUIREMENTS AND CONDITIONS:**

Section 2 of the Standard Specification shall be deleted in its entirety.

12. **CONSIDERATION OF BIDS:** Article 3.01 of the Standard Specifications shall be deleted in its entirety.

13. **AWARD OF CONTRACT:** Article 3.02 of the Standard Specifications shall be deleted in its entirety.

14. **RETURN OF PROPOSAL GUARANTIES:** Article 3.03 of the Standard Specification shall be deleted in its entirety.

15. **REQUIREMENTS OF CONTRACT BONDS:** Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within 48 hours from the time of the issuance of the notice to proceed, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the United States Treasury Department’s list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department’s list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

Contractors shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions.

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds.”

16. **EXECUTION OF CONTRACT:**

Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The person, firm, or corporation, to whom or to which the contract has been awarded, shall sign all necessary documents required by said contract with City of Jackson and return them to the Engineer within 48 hours after the bidder has received a Notice to Proceed. The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER.

17. **APPROVAL OF CONTRACT:** Article 3.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The work being performed under this contract is being performed pursuant to the City of Jackson’s emergency purchasing procedure. Written authorization by the Mayor is sufficient to authorize work under this contract.

18. **SCOPE OF WORK:**

Section 4 of the Standard Specification is deleted in its entirety.

19. **CONTROL OF WORK:**

Article 5 of the Standard Specifications shall be amended as follows:

- (a) Delete Subsection 5.02 in its entirety.
- (b) Delete Subsection 5.03 in its entirety.
- (c) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following:

Coordination of Specifications and Special Provisions: The Standard Specifications, Special Provisions and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete Work. Special provisions shall govern over standard specifications and supplements and amendments to the standard specifications.

The CONTRACTOR shall not take advantage of any apparent error or omission in the specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, it shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Work Order.

- (c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

“The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR’s representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made.”

20. **CONSTRUCTION STAKES:**

Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer’s control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Documents and the lines and grades given herein, if any.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR.”

21. **LAWS TO BE OBSERVED**

Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

“The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the

project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forth wise be physically amended to make such insertion or correction."

22. **INSURANCE REQUIREMENTS:**

Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"7.03 INSURANCE REQUIREMENTS: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

The certificate of insurance must be proved on the current ACORD Certificate of Liability Insurance Form 25, Certificate of Liability Insurance. Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR's responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required upon request from the OWNER.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

(a) **Workmen's Compensation and Employer's Liability Insurance.**

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be

less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an "all states" endorsement.

- (b) CONTRACTOR's Comprehensive Public Liability and Property Damage Insurance covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

- (c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

- (d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one

person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subcontractors.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their right-of-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subcontractors as their interest may appear.

(g) Railroad Protective and Liability Policy:

- (1) When work is to be performed on, across or beneath railroad right-of-way, the CONTRACTOR shall protect, indemnify and save harmless the RAILROAD COMPANY, or any other railroad company on whose right-of-way work is to be performed, from and against any and all damage, loss, claims, judgments or expenses which the Railroad may suffer or be subjected to by the performance of the work, including but without limitation to injury to or death of any person whomsoever and destruction of or damage to any property whatsoever. This indemnity shall prevail regardless of negligence on the part of the Railroad and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law

on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, loss or damage which would not have occurred if the work had not been initiated.

The CONTRACTOR shall protect, indemnify and save harmless the Railroad from and against any and all damage, loss, claims judgments and expenses which the Railroad may suffer or be subjected to by reason of or in any way arising out of personal injury to or death of any employee or agent of the CONTRACTOR or destruction of or damage to any property of the CONTRACTOR occurring while traveling or being transported to or from the work site. This indemnity shall prevail regardless of negligence on the part of the Railroad, and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, destruction or damage which would not have occurred if the work had not been initiated.

- (2) The CONTRACTOR shall provide broad form contractual insurance covering the INDEMNITY CLAUSE set forth hereinabove.

The CONTRACTOR shall also provide Standard Railroad Protective Insurance to fully protect the Railroad from any loss, liability, claims or expenses whatsoever directly or indirectly resulting from or arising out of or incident to work required of the OWNER under this Contract and performed by the CONTRACTORS and subcontractors working for the OWNER, irrespective of negligence of such CONTRACTORS and subcontractors, the Railroad, the OWNER, or officers, agents or employees thereof. Said policy shall provide protection to the Railroad for injury to or death of any person whomsoever, including but not limited to employees of the Railroad, and for damage to any property whatsoever including but not limited to property owned by or in the custody of the Railroad.

The CONTRACTOR shall either (1) require each of his subcontractors to procure and to maintain during the life of his Subcontract, subcontractors' Insurance of the type and coverage and in the same amounts as specified above, or (2) insure the activities of his subcontractors in his own policy.

The policies of insurance required shall be satisfactory to the Railroad and endorsed for not less than thirty (30) days written notice prior to changes, cancellation or expiration.

If a Railroad Protective and Liability Policy is required for this Project, the amounts and limits of coverage shall be stated in an addendum or addenda and such addenda will be furnished to all prospective Bidders.

All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

23. **PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS:**

Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways” as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways”. Lights shall also comply with requirements outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways”.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair,

remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

24. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

“The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.

The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORS or subcontractors, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.”

25. **CONTRACTOR’S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICE:**

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

“Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power lines, and other structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The CONTRACTOR shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. An effort has been made to show all existing underground utilities on the Contract Drawings and the CONTRACTOR shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR's expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than eight (8) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR's expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of ATMOS Energy, formerly known as Mississippi Valley Gas Company, will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Mississippi Valley Gas Company at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.”

26. **GUARANTEE PERIOD:**

The Standard Specifications shall be amended to include the following Article:

"7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of one (1) year from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond."

27. SUBLETTING OR ASSIGNING CONTRACTS:

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 "Subletting or Assigning Contracts" of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

28. PROSECUTION OF THE WORK:

Article 8.02 of the Standard Specifications shall be deleted in its entirety and substituted with the following paragraphs:

"If at any time the CONTRACTOR's plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate

of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved.”

29. **DETERMINATION OF EXTENSION OF CONTRACT TIME:**

Article 8.06 of the Standard Specification is deleted in its entirety.

30. **FAILURE TO COMPLETE THE WORK ON TIME:**

Article 8.07 of the Standard Specification is deleted in its entirety.

28. **TERMINATION OF CONTRACT**

Article 8.08 of the Standard Specifications shall be amended as follows:

Subsection (1) is amended to state: “(1) Substantial Evidence that the progress being made by the Contractor is consistent with the expectation that the time is of the essence in completion of the work and the work shall be completed as expeditiously as possible on the circumstances.

The fourth paragraph of subsection (5) is amended to state: “After termination, the City may then order the surety to arrange for the prosecution of the work. In the event the surety does not proceed with the prosecution of the work within a period of ten (10) days from the date on which the contract was terminated, the Director may proceed with assigning the completion of the work to another Term Bid Contractor.” The remainder of subsection (5) remains as stated in the Standard Specifications.

31. **FULFILLMENT OF CONTRACT:**

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

"8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

32. **COMPENSATION FOR ALTERED QUANTITIES:**

Article 9.03 of the Standard Specification is deleted in its entirety.

33. **COMPENSATION FOR EXTRA AND FORCE ACCOUNT WORK:**

Article 9.04 of the Standard Specification is deleted in its entirety.

34. **PAYMENT FOR OMITTED ITEMS:**

Article 9.05 of the Standard Specification is deleted in its entirety.

35. **MONTHLY ESTIMATES AND PARTIAL PAYMENTS:**

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

The OWNER anticipates that this work will be completed within 30 days. Under such circumstances, the OWNER will make process a single Final Payment Request under the terms of paragraph 36 below.

In the event that the work is anticipated to extend beyond 30 days, the OWNER will make partial payments under the following terms:

MONTHLY ESTIMATES AND PARTIAL PAYMENTS: The CONTRACTOR's partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, Owner shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subcontractors and suppliers. Thereafter, the Owner shall be entitled to retain two and one-

half percent (2½%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The Owner will pay the CONTRACTOR within forty-five (45) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within sixty (45) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. The Owner shall be entitled to retain five percent (5%) of the amount of each pay estimate until completion and acceptance of all work covered by the Contract Documents and Drawings.

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of

attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

36. **FINAL ESTIMATE AND PAYMENT:**

Article 9.08 of the Standard Specifications and Amendments appended thereto shall be deleted in its entirety and the following substituted therefor:

“9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR'S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether

concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract.”

37. **PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:**

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s) or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

38. **RIGHTS-OF-WAY:**

The necessary rights-of-way for the project will be provided by the Owner. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the Owner and tenant of the land.

39. **POWER:**

The CONTRACTOR shall provide all temporary electric power and light. He shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

40. **EQUALS:**

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workman-ship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

41. **CLAIMS FOR LABOR AND MATERIALS:**

The CONTRACTOR shall indemnify and save harmless the Owner and Engineer from all claims for labor and materials furnished under this Contract. When requested by the Owner, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

42. **ACTIONS ON PERFORMANCE AND PAYMENT BONDS**

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subcontractor but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the labor or furnished or supplied the last of the material for which the claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

43. INCLUSION OF SUBCONTRACTORS:

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

44. DAILY REPORTS:

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer. This report shall be given to the Utility Manager or Engineer no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

45. ALLOWANCES

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances

(a) CONTRACTOR agrees that:

- i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.

(3) Contingency Allowance

(a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

(4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.



May 25, 2023

VIA FEDERAL EXPRESS

David Wegner
GeoStabilization International, LLC

RE: TYPE OF BOND: Performance and Payment Bonds
BOND NO.: TIC004184
OBLIGEE: City of Jackson
PROJECT: Slope Stabilization
BOND AMT: \$1295,269.55

Dear David,

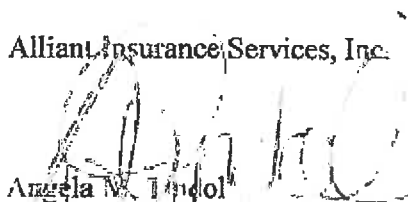
We are pleased to enclose the bond requested. The bond issued was based upon the information provided and the contract date was left blank as requested. Please date our Power-of-Attorney and bonds to coincide with the agreement. Please forward us a copy of the contract and bonds once they have been approved and dated by the Owner/Obligee.

We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

Alliant Insurance Services, Inc.



Angela W. Tindol
Account Manager - Lead

Enclosures

Bond No. TIC004145

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Dirt-Tek Construction LLC
219 Traceway Drive
Natchez, MS 37343

SURETY:

(Name, legal status and principal place of business)

Trisura Insurance Company
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard

Stamford, CT 06901
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson
200 S. President Street - 3rd Floor
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date:

Amount: \$ 295,269.55

Two Hundred Ninety Five Thousand Two Hundred Sixty Nine Dollars and 55/100

Description:

(Name and location)

Slope Stabilization, Roadway Buildup and E. Silas Brown Bridge Over Pearl River SW Quad Slide, Jackson, MS

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 295,269.55

Two Hundred Ninety Five Thousand Two Hundred Sixty Nine Dollars and 55/100

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Dirt-Tek Construction LLC

SURETY

Company:

(Corporate Seal)

Trisura Insurance Company

Signature: _____

Name
and Title:

Signature: _____

Name: Angela M. Tindol
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
6400 S. Fiddlers Green Circle, Suite 2000
Greenwood Village, CO 80111
720-617-4666

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. TIC004145

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Dirt-Tek Construction LLC
219 Traceway Drive
Natchez, MS 37343

SURETY:

(Name, legal status and principal place of business)

Trisura Insurance Company
2 Stamford Plaza Suite 1304, 281 Tresser
Boulevard
Stamford, CT 06901
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson
200 S. President Street - 3rd Floor
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date:

Amount: \$ 295,269.55

Two Hundred Ninety Five Thousand Two Hundred Sixty Nine Dollars and 55/100

Description:

(Name and location)

Slope Stabilization, Roadway Builldup and E. Silas Brown Bridge Over Pearl River SW Quad Slide, Jackson, MS

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 295,269.55

Two Hundred Ninety Five Thousand Two Hundred Sixty Nine Dollars and 55/100

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Dirt-Tek Construction LLC

SURETY

Company:

(Corporate Seal)

Trisura Insurance Company

Signature: _____

Name
and Title:

Signature: _____

Name: Angele M. Tindol
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
6400 S. Fiddlers Green Circle, Suite 2000
Greenwood Village, CO 80111
720-617-4666

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



TRISURA

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC004145
Bond Issuance date: _____

KNOW ALL MEN BY THESE PRESENTS: That TRISURA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Mona D. Weaver, Kathryn E. Kade, Angela M. Tindol, Anuj Jain, Sheifa J. Montoya

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said TRISURA INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of TRISURA INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of TRISURA INSURANCE COMPANY at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRISURA INSURANCE COMPANY have each executed and attested these presents on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

Geo. J. J. C., Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of TRISURA INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Seal

Commission Expires: 10/31/2026

, a Notary Public of Connecticut

CERTIFICATION

I, the undersigned officer of TRISURA INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, . . .

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

RIDER

To be attached to and form part of:

Bond Number **TIC004145**

dated

issued by the **Trisura Insurance Company**

in the amount of **\$295,269.55**

on behalf of **City of Jackson**
(Principal)

and in favor of **Slope Stabilization, Roadway Buildup and E. Silas Brown Bridge**
Over Pear River SW Quad Slide, Jackson, MS
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Contractor Name and Address is Changed from:

FROM: Dirt-Tek Construction LLC
219 Traceway Drive, Natchez, MS 37343

TO: GeoStabilization International, LLC
4475 E. 74th Avenue, Commerce City, CO 80022

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this **5th** day of **July, 2023**.

Signed, Sealed & Dated this **5th** day of **July, 2023**

GeoStabilization International, LLC

By: 

(Principal) **Lawrence Lin**

Trisura Insurance Company
(Surety)

By: 

Sheila J. Montoya, Attorney-in-Fact



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC004145
Bond issuance date: _____

KNOW ALL MEN BY THESE PRESENTS: That TRISURA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Mona D. Weaver, Kathryn E. Kade, Angela M. Tindol, Anuj Jain, Sheila J. Montoya

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said TRISURA INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of TRISURA INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of TRISURA INSURANCE COMPANY at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRISURA INSURANCE COMPANY have each executed and attested these presents
on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

George J. Jank, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of TRISURA INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at
Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY seal
Notary Public, State of Connecticut
My Commission Expires 10/31/2026
_____ a Notary Public of Connecticut
My Commission Expires: 10/31/2026

CERTIFICATION

I, the undersigned officer of TRISURA INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

39

ORDER RATIFYING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON OLD CANTON ROAD AT HANGING MOSS CREEK

WHEREAS, Public Works staff has been monitoring erosion behind the box culvert on Old Canton Road at Hanging Moss Creek; and

WHEREAS, on March 9, 2023, Mayor Chokwe Antar Lumumba signed a Declaration Invoking the Emergency Procurement Procedure as authorized in Mississippi Code Annotated of 1972, a copy of which is attached to this order; and

WHEREAS, in accordance with the Declaration and in accordance with the relevant statute in Mississippi Code of 1972, the City executed a contract with Geostabilization International, Inc., to repair the slide on Old Canton Road at Hanging Moss Creek, a copy of which is attached to this order.

IT IS, THEREFORE, ORDERED that the Mayor's execution of a contract with Geostabilization International, Inc., for repair the slide on Old Canton Road at Hanging Moss Creek in the amount of \$478,189.24 is hereby ratified.

ITEM 39

AGENDA August 15, 2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 7, 2023

DATE

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	RATIFICATION OF SLIDE REPAIR CONTRACT ON OLD CANTON ROAD AT HANGING MOSS CREEK						
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	Motorists on Old Canton Road						
4.	Benefits	Slide Repairs						
5.	Schedule (beginning date)	Work Underway						
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) Project limits if applicable	Old Canton Road at Hanging Moss Creek (Ward 1)						
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	Public Works						
8.	COST	\$478,189.24						
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Municipal Sales Tax Fund 173 173 45190 6826						
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 _____	

Revised 2-04



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer

Date: August 7, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Geostabilization International, Inc. for repair the slide on Old Canton Road at Hanging Moss Creek. The proposal will stabilize a location whether the soil has been sliding down into the creek and caused erosion on the northbound right lane of Old Canton Road.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.

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 A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL, INC. FOR SLIDE REPAIRS ON OLD CANTON ROAD AT HANGING MOSS CREEK** is legally sufficient for placement in NOVUS Agenda.



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

8/9/23
DATE

OFFICE OF THE CITY ATTORNEY

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

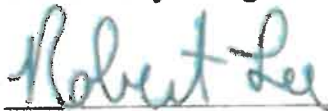
I. REQUEST

City staff discovered that the northbound right lane of Old Canton Road at the Hanging Moss Creek box culvert had eroded and caused the curb and part of the right lane to fall off into a hole behind where the curb should be. Further investigation found that the southeast quadrant wingwall had separated and shifted south from the end of the box culvert. The ground behind where the wingwall should be had eroded over time.

The erosion under the right lane is spreading and jeopardizing Old Canton Road. Without immediate action, Old Canton Road will erode and collapse with potential collateral damage to City underground utilities. In order to prevent further damage, it is necessary to bring in a contractor as quickly as possible to stabilize and repair the erosion damage and rebuild the damaged section of the street.

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 contract to make repairs to the box culvert and slide at Old Canton Road at Hanging Moss Creek, pursuant to Section 31-7-13 (k) 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 me. 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.



Robert Lee, P.E.
Interim Director, Department of Public Works



DATE

II. REVIEWED AND APPROVED



Torri Martin
City Attorney

3/9/23

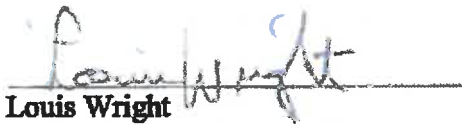
DATE



Fidelis Malembeka
Chief Financial Officer

03/09/23

DATE



Louis Wright
Chief Administrative Officer

3/9/23

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that two sewer collapses in the vicinity of 350 Meadowbrook Road, which is within the limits of an ongoing street resurfacing project constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make two point repairs to a sewer line near 350 Meadowbrook Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective March 9, 2023.



CHOKWE A. LUMUMBA
Mayor

3/9/23

DATE



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E. *RL*
City Engineer & Interim Director
Date: March 9, 2023
Subject: Declaration of Emergency - Old Canton Rd at Hanging Moss Creek

City staff discovered that the northbound right lane of Old Canton Road at the Hanging Moss Creek box culvert had eroded and caused the curb and part of the right lane to fall off into a hole behind where the curb should be. Further investigation found that the southeast quadrant wingwall had separated and shifted south from the end of the box culvert. The ground behind where the wingwall should be had eroded over time. The erosion under the right lane is spreading and jeopardizing Old Canton Road. Without immediate action, Old Canton Road will erode and collapse with potential collateral damage to City underground utilities. In order to prevent further damage, it is necessary to bring in a contractor as quickly as possible to stabilize and repair the erosion damage and rebuild the damaged section of the street.

In order to remedy the situation of erosion that is causing damage to Old Canton Road and endangering the safety of motorists, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.

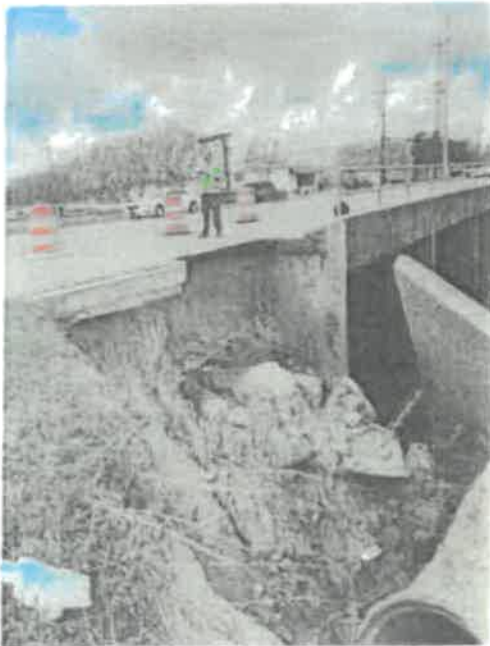


Photo from Old Canton Rd at Hanging Moss Creek, March 9, 2023.

CONTRACT

This Contract, made this the 1st day of June , 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Geostabilization International located in Commerce City, CO , hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Slide Repairs at Old Canton Road over Hanging Moss Creek and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Four hundred seventy eight thousand one hundred eight nine and 24/100 Dollars (\$ 478,189.24),

in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of
Four hundred seventy eight thousand one hundred eight nine and
24/100

(\$ 478,189.24 _____).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of
Four hundred seventy eight thousand one hundred eight nine and
24/100

(\$ 478,189.24 _____).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of

the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)

02/24/2020

CORPORATE CERTIFICATE

I, Lloyd Kuehn certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Aaron Blatt who signed said Contract on behalf of the CONTRACTOR was then Director of Sales of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.



Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

State of _____

My Commission Expires:

Notary Seal

Bond No. TIC004147

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

GeoStabilization International, LLC
4475 E. 74th Ave.
Commerce City, CO 80022

SURETY:

(Name, legal status and principal place of business)

Trisura Insurance Company
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901
Mailing Address for Notices
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Jackson
200 S. President Street - 3rd Floor
Jackson, MS 39201

Stamford, CT 06901

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: June 1, 2023

Amount: \$ 478,189.24

Four Hundred Seventy Eight Thousand One Hundred Eighty Nine Dollars and 24/100

Description:

(Name and location)

Slope Stabilization, Roadway Buildup and Slide Repair Old Canton Road Over Hanging Moss Creek Box Culvert Slide, Jackson, MS

BOND

Date: June 14, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 478,189.24

Four Hundred Seventy Eight Thousand One Hundred Eighty Nine Dollars and 24/100

Modifications to this Bond:

None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

GeoStabilization International, LLC

Signature:

Name: Lawrence Lin
and Title: CFU

SURETY

Company: (Corporate Seal)

Trisura Insurance Company

Signature:

Name: Angela M. Tindol
and Title: Attorney-in-Fact

Signed before me 14th day of June 2023
State of Colorado County of Adams Kenzie Rowan Belongie
(Any additional signatures appear on the last page of this Performance Bond.)
my commission expires on 12/30/2024

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
6400 S. Fiddlers Green Circle, Suite 2000
Greenwood Village, CO 80111
720-617-4666

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

KENZIE ROWAN BELONGIE
Notary Public
State of Colorado
Notary ID # 20204045139
My Commission Expires 12/30/2024

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. TIC004147

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

GeoStabilization International, LLC
4475 E. 74th Ave.
Commerce City, CO 80022

SURETY:

(Name, legal status and principal place of business)

Trisura Insurance Company
2 Stamford Plaza Suite 1504, 281 Tresser
Boulevard
Stamford, CT 06901
Mailing Address for Notices

2 Stamford Plaza Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson
200 S. President Street - 3rd Floor
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date: June 1, 2023

Amount: \$478,189.24 Four Hundred Seventy Eight Thousand One Hundred Eighty Nine Dollars and 24/100

Description:

(Name and location)

Slope Stabilization, Roadway Buildup and Slide Repair Old Canton Road Over Hanging Moss Creek Box Culvert Slide, Jackson, MS

BOND

Date: June 14, 2023

(Not earlier than Construction Contract Date)

Amount: \$478,189.24 Four Hundred Seventy Eight Thousand One Hundred Eighty Nine Dollars and 24/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

GeoStabilization International, LLC

Signature: _____

Name Lawrence
and Title: CEO

Signed before me on 14th day of June 2023.
State of Colorado County of Adams. My commission expires 12/30/2024
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone) Kenzie Rowan Belongie

AGENT or BROKER:

Alliant Insurance Services, Inc.
6400 S. Fiddlers Green Circle, Suite 2000
Greenwood Village, CO 80111
720-617-4666

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party):

SURETY

Company: (Corporate Seal)

Trisura Insurance Company

Signature: _____

Name Angela M. Tindol
and Title: Attorney-in-Fact

KENZIE ROWAN BELONGIE
Notary Public
State of Colorado
Notary ID # 20204045139
M, Commission Expires 12/30/2024

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address



TRISURA

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC004147
Bond Issuance date: _____

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Mona D. Weaver, Kathryn E. Kade, Angela M. Tindol, Anuj Jain, Sheila J. Montoya

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of Indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such Instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents
on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

Cheryl J. Kade, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at
Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Serena I Szekely seal

a Notary Public of Connecticut

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

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performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATION.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

CONTRACTOR

BY: _____ (s)

Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

Surety

BY: _____
Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 270 as amended) and be authorized to transact business in the State where the PROJECT is located.

EMERGENCY CONTRACT SUPPLEMENTS AND AMENDMENTS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. **THE COUNCIL**: Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.05 THE COUNCIL: The Mayor and Council of the City of Jackson.”

2. **ENGINEER**: Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative.”

3. **THE PROPOSAL**: Article 1.13 of the Standard Specifications shall be deleted in its entirety.

4. **PROPOSAL GUARANTY**: Article 1.14 of the Standard Specification shall be deleted in its entirety.

5. **PLANS**: Article 1.15 of the Standard Specifications shall be deleted in its entirety.

6. **WORKING DRAWINGS**: Article 1.16 of the Standard Specifications shall be deleted in its entirety.

7. **CONTRACT**: Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.19 CONTRACT: The written agreement between the CONTRACTOR and the OWNER governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the CONTRACTOR’s Bid, Standard Specifications, Supplements and Amendments to the General Provisions, any Special Provisions, Performance Bond, and Notice to Proceed. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner.”

8. **CONTRACT TIME**: Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.25 CONTRACT TIME: The number of calendar days shown in the Contractor’s bid, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract.”

9. **CALENDAR DAYS:** Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.”

10. **CONSULTING ENGINEER:** Article 1.29 shall be added to the Standard Specifications as follows;

“1.29 CONSULTING ENGINEER: When the OWNER employs a consulting engineer, he shall be identified in the Notice to Proceed.”

11. **PROPOSAL REQUIREMENTS AND CONDITIONS:**

Section 2 of the Standard Specification shall be deleted in its entirety.

12. **CONSIDERATION OF BIDS:** Article 3.01 of the Standard Specifications shall be deleted in its entirety.

13. **AWARD OF CONTRACT:** Article 3.02 of the Standard Specifications shall be deleted in its entirety.

14. **RETURN OF PROPOSAL GUARANTIES:** Article 3.03 of the Standard Specification shall be deleted in its entirety.

15. **REQUIREMENTS OF CONTRACT BONDS:** Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within 48 hours from the time of the issuance of the notice to proceed, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the United States Treasury Department’s list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department’s list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

Contractors shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions.

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds.”

16. **EXECUTION OF CONTRACT:**

Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The person, firm, or corporation, to whom or to which the contract has been awarded, shall sign all necessary documents required by said contract with City of Jackson and return them to the Engineer within 48 hours after the bidder has received a Notice to Proceed. The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER.

17. **APPROVAL OF CONTRACT:** Article 3.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The work being performed under this contract is being performed pursuant to the City of Jackson’s emergency purchasing procedure. Written authorization by the Mayor is sufficient to authorize work under this contract.

18. **SCOPE OF WORK:**

Section 4 of the Standard Specification is deleted in its entirety.

19. **CONTROL OF WORK:**

Article 5 of the Standard Specifications shall be amended as follows:

- (a) Delete Subsection 5.02 in its entirety.
- (b) Delete Subsection 5.03 in its entirety.
- (c) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following:

Coordination of Specifications and Special Provisions: The Standard Specifications, Special Provisions and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to described and provide for the complete Work. Special provisions shall govern over standard specifications and supplements and amendments to the standard specifications.

The CONTRACTOR shall not take advantage of any apparent error or omission in the specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, it shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Work Order.

- (c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

“The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR’s representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made.”

20. **CONSTRUCTION STAKES:**

Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer’s control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Documents and the lines and grades given herein, if any.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR.”

21. **LAWS TO BE OBSERVED**

Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

“The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the

project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forth wise be physically amended to make such insertion or correction.”

22. **INSURANCE REQUIREMENTS:**

Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.03 INSURANCE REQUIREMENTS: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

The certificate of insurance must be proved on the current ACORD Certificate of Liability Insurance Form 25, Certificate of Liability Insurance. Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR’s responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required upon request from the OWNER.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

(a) **Workmen’s Compensation and Employer’s Liability Insurance.**

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workmen’s Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen’s Compensation law. The liability limits shall not be

less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an "all states" endorsement.

- (b) CONTRACTOR's Comprehensive Public Liability and Property Damage Insurance covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

- (c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

- (d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one

person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subcontractors.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their right-of-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subcontractors as their interest may appear.

(g) Railroad Protective and Liability Policy:

- (1) When work is to be performed on, across or beneath railroad right-of-way, the CONTRACTOR shall protect, indemnify and save harmless the RAILROAD COMPANY, or any other railroad company on whose right-of-way work is to be performed, from and against any and all damage, loss, claims, judgments or expenses which the Railroad may suffer or be subjected to by the performance of the work, including but without limitation to injury to or death of any person whomsoever and destruction of or damage to any property whatsoever. This indemnity shall prevail regardless of negligence on the part of the Railroad and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law

on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, loss or damage which would not have occurred if the work had not been initiated.

The CONTRACTOR shall protect, indemnify and save harmless the Railroad from and against any and all damage, loss, claims judgments and expenses which the Railroad may suffer or be subjected to by reason of or in any way arising out of personal injury to or death of any employee or agent of the CONTRACTOR or destruction of or damage to any property of the CONTRACTOR occurring while traveling or being transported to or from the work site. This indemnity shall prevail regardless of negligence on the part of the Railroad, and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, destruction or damage which would not have occurred if the work had not been initiated.

- (2) The CONTRACTOR shall provide broad form contractual insurance covering the INDEMNITY CLAUSE set forth hereinabove.

The CONTRACTOR shall also provide Standard Railroad Protective Insurance to fully protect the Railroad from any loss, liability, claims or expenses whatsoever directly or indirectly resulting from or arising out of or incident to work required of the OWNER under this Contract and performed by the CONTRACTORS and subcontractors working for the OWNER, irrespective of negligence of such CONTRACTORS and subcontractors, the Railroad, the OWNER, or officers, agents or employees thereof. Said policy shall provide protection to the Railroad for injury to or death of any person whomsoever, including but not limited to employees of the Railroad, and for damage to any property whatsoever including but not limited to property owned by or in the custody of the Railroad.

The CONTRACTOR shall either (1) require each of his subcontractors to procure and to maintain during the life of his Subcontract, subcontractors' Insurance of the type and coverage and in the same amounts as specified above, or (2) insure the activities of his subcontractors in his own policy.

The policies of insurance required shall be satisfactory to the Railroad and endorsed for not less than thirty (30) days written notice prior to changes, cancellation or expiration.

If a Railroad Protective and Liability Policy is required for this Project, the amounts and limits of coverage shall be stated in an addendum or addenda and such addenda will be furnished to all prospective Bidders.

All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

23. **PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS:**

Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways” as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways”. Lights shall also comply with requirements outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways”.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair,

remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

24. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

“The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.

The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORS or subcontractors, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.”

25. **CONTRACTOR’S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICE:**

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

“Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power lines, and other structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The CONTRACTOR shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. An effort has been made to show all existing underground utilities on the Contract Drawings and the CONTRACTOR shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR's expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than eight (8) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR's expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of ATMOS Energy, formerly known as Mississippi Valley Gas Company, will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Mississippi Valley Gas Company at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.”

26. **GUARANTEE PERIOD:**

The Standard Specifications shall be amended to include the following Article:

“7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of one (1) year from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.”

27. SUBLETTING OR ASSIGNING CONTRACTS:

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 “Subletting or Assigning Contracts” of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

28. PROSECUTION OF THE WORK:

Article 8.02 of the Standard Specifications shall be deleted in its entirety and substituted with the following paragraphs:

“If at any time the CONTRACTOR’s plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate

of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved.”

29. **DETERMINATION OF EXTENSION OF CONTRACT TIME:**

Article 8.06 of the Standard Specification is deleted in its entirety.

30. **FAILURE TO COMPLETE THE WORK ON TIME:**

Article 8.07 of the Standard Specification is deleted in its entirety.

28. **TERMINATION OF CONTRACT**

Article 8.08 of the Standard Specifications shall be amended as follows:

Subsection (1) is amended to state: “(1) Substantial Evidence that the progress being made by the Contractor is consistent with the expectation that the time is of the essence in completion of the work and the work shall be completed as expeditiously as possible on the circumstances.

The fourth paragraph of subsection (5) is amended to state: “After termination, the City may then order the surety to arrange for the prosecution of the work. In the event the surety does not proceed with the prosecution of the work within a period of ten (10) days from the date on which the contract was terminated, the Director may proceed with assigning the completion of the work to another Term Bid Contractor.” The remainder of subsection (5) remains as stated in the Standard Specifications.

31. **FULFILLMENT OF CONTRACT:**

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

"8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

32. **COMPENSATION FOR ALTERED QUANTITIES:**

Article 9.03 of the Standard Specification is deleted in its entirety.

33. **COMPENSATION FOR EXTRA AND FORCE ACCOUNT WORK:**

Article 9.04 of the Standard Specification is deleted in its entirety.

34. **PAYMENT FOR OMITTED ITEMS:**

Article 9.05 of the Standard Specification is deleted in its entirety.

35. **MONTHLY ESTIMATES AND PARTIAL PAYMENTS:**

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

The OWNER anticipates that this work will be completed within 30 days. Under such circumstances, the OWNER will make process a single Final Payment Request under the terms of paragraph 36 below.

In the event that the work is anticipated to extend beyond 30 days, the OWNER will make partial payments under the following terms:

MONTHLY ESTIMATES AND PARTIAL PAYMENTS: The CONTRACTOR's partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, Owner shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subcontractors and suppliers. Thereafter, the Owner shall be entitled to retain two and one-

half percent (2½%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The Owner will pay the CONTRACTOR within forty-five (45) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within sixty (45) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. The Owner shall be entitled to retain five percent (5%) of the amount of each pay estimate until completion and acceptance of all work covered by the Contract Documents and Drawings.

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of

attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

36. **FINAL ESTIMATE AND PAYMENT:**

Article 9.08 of the Standard Specifications and Amendments appended thereto shall be deleted in its entirety and the following substituted therefor:

“9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR'S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether

concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract.”

37. **PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:**

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s) or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

38. **RIGHTS-OF-WAY:**

The necessary rights-of-way for the project will be provided by the Owner. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the Owner and tenant of the land.

39. **POWER:**

The CONTRACTOR shall provide all temporary electric power and light. He shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

40. **EQUALS:**

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workman-ship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

41. **CLAIMS FOR LABOR AND MATERIALS:**

The CONTRACTOR shall indemnify and save harmless the Owner and Engineer from all claims for labor and materials furnished under this Contract. When requested by the Owner, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

42. **ACTIONS ON PERFORMANCE AND PAYMENT BONDS**

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subcontractor but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the labor or furnished or supplied the last of the material for which the claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

43. **INCLUSION OF SUBCONTRACTORS:**

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

44. **DAILY REPORTS:**

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer. This report shall be given to the Utility Manager or Engineer no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

45. **ALLOWANCES**

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances

- (a) CONTRACTOR agrees that:
 - i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
 - iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.

- (3) Contingency Allowance
 - (a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- (4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

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ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE STRAIGHT-LINE WIND STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON JUNE 16, 2023

WHEREAS, on or about June 16, 2023, the Mayor declared the existence of a local emergency as a result a severe thunderstorm and straight-line wind storm that occurred in the City of Jackson; and

WHEREAS, Section 33-15-17 (d) of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a local emergency as defined in Section 33-15-5 of the Mississippi Code of 1972; and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code of 1972, as amended, the City of Jackson possesses the authority to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to victims of such disaster; and

WHEREAS, furthermore, pursuant to Section 33-15-17 (b), the City of Jackson is authorized to exercise the powers vested under this section in the 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, and the incurring of obligations; and

WHEREAS, pursuant to Section 33-15-17 (c), the City of Jackson possesses the power and authority to appropriate and expend funds and make contracts for emergency management purposes, which includes the collecting and removal of debris left from straight-line winds storm event; and

WHEREAS, the Mayor and the authorized representative of PDT Logistics LLC have executed a agreement for the removal of debris caused by the wind storm, which is attached hereto; and

WHEREAS, the scope of work for the contract includes debris removal and basic labor to remove limbs and other debris from the street and yards of individual dwellings; hauling, and removal of debris from the site for legal disposal; and

WHEREAS, payment will be based on the number of cubic yards of material disposed at a cost of \$60.50 per cubic yard; and

WHEREAS, the total agreement amount shall not exceed \$250,000.00.

IT IS THEREFORE ORDERED that the contract with PDT Logistics LLC in an amount not to exceed \$250,000.00 without further authorization of the governing authorities for debris removal necessitated by the 2023 wind storm is ratified.

Agenda Item # 40
August 15, 2023
By: (R. LEE, LUMUMBA)



**City of Jackson
Department of Public Works**

To: Mayor Chokwe A. Lumumba

From: Dr. Charles Williams, Public Works Director/City Engineer

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE STRAIGHT-LINE WIND STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON JUNE 16, 2023

Item #:
Council Meeting: Regular Council Meeting, July 18, 2023
Consultant/Contractor: N/A
EBO: N/A
Purpose: To ratify a contract with PDT Logistics LLC for debris removal after the recent inclement weather event.
Cost: An amount not to exceed \$295,000
Project/Contract Type:
Funding Source: 009-506.10.6419
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: PDT Logistics LLC will remove debris caused by the most recent wind storm event. A contract in an amount not to exceed \$295,000 has been executed by the Mayor and the authorized representative of PDT Logistics LLC.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 10, 2023

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE STRAIGHT-LINE WIND STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON JUNE 16, 2023																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of Life Infrastructure and Transportation																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	The purpose of this contract is to remove debris left and caused by the wind storm event on June 16, 2023.																														
5.	Schedule (beginning date)	As soon as possible																														
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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	The Department of Public Works, Solid Waste Division																														
8.	COST	Not to exceed \$295,000																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	009-506.10.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 10%;">N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___
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WBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											


Revised 2-04


Office of the City Attorney

455 East Capitol Street
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Jackson, Mississippi 39207-2779
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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE STRAIGHT-LINE WIND STORM DISASTER WHICH THE GOVERNING AUTHORITIES DECLARED AN EMERGENCY ON JUNE 16, 2023** is legally sufficient for placement in NOVUS Agenda.



CATORIA R. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

DEBRIS REMOVAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this the 3rd day of Aug by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation and political subdivision of the State of Mississippi, (hereinafter referred to as "CITY"), and PDT LOGISTICS LLC, a corporation duly authorized to do business in the State of Mississippi, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the labor and materials for storm debris removal and disposal. "Services"). **Work will commence only upon a CITY-issued Notice to Proceed.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

TERM OF AGREEMENT. The term of this Agreement for Services is ninety (90) days from the date of the Notice to Proceed.

2. **RATE FOR SERVICES.** CITY will pay CONTRACTOR at a rate of \$60.50 per cubic yard for the collection and disposal of storm debris at locations identified by the City.
3. A Contract Purchase Order number will be assigned to encumber the funds associated with this Agreement and must appear on any invoice.
4. **INVOICES:** CONTRACTOR shall invoice monthly for work performed to the date of the invoice. Payment shall be based on the agreed upon price per cubic multiplied by the number of cubic yards collected and disposed as indicated in the daily reports for the period for which payment is being sought. Under no circumstances shall City be obligated to pay CONTRACTOR in excess of \$250,000.00 unless CONTRACTOR and CITY agree in writing to an amendment to the total contract amount and such amendment is first authorized by the governing authorities of the CITY.. Invoices shall include a statement of progress and appropriate detail to satisfy the CITY. Invoices must reference the Contract Purchase Order number. CITY will pay CONTRACTOR within forty-five (45) days upon receipt of an invoice for all undisputed amounts. In the event that payment is not made within forty-five (45) days, CITY will pay interest at the rate of 1.5% per month.

Invoices shall be delivered to:
Attn: Khalid Woods, Director
Department of Public Works
Warren Hood Administration Building
200 South President Street Jackson, Mississippi 39201

5. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any

purpose in the performance of Contractor's duties under this Agreement. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and regulatory agencies.

6. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Agreement or the actions of the CONTRACTOR or its officials, employees, or contractors under this Agreement or under contracts entered into by the CONTRACTOR in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

In addition, CONTRACTOR shall comply with the Mississippi Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$1,000,000 - per occurrence/\$1,000,000 annual aggregate - Commercial General Liability
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury
and Property Damage

The CONTRACTOR shall maintain during the life of this Agreement automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Mississippi. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Mississippi. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Mississippi laws or this Agreement. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability

and obligations under the Agreement.

7. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by **CONTRACTOR** to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Mississippi law.
8. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to **CONTRACTOR** by **CITY** shall be regarded as confidential, to the extent allowed under Mississippi law, shall remain the sole property of **CITY** and shall be held in confidence and safekeeping by **CONTRACTOR** for the sole use of the parties and **CONTRACTOR** under the terms of this Agreement. **CONTRACTOR** agrees that its officers, employees and agents will not disclose to any person, firm or entity other than **CITY** or **CITY'S** designated legal counsel, accountants or practice management consultants any information about **CITY**, its practice or billing.
9. **HEALTH AND SAFETY.** **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.
10. **NON-DISCRIMINATION IN EMPLOYMENT.** **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. **CONTRACTOR** shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by **CITY**, and **CONTRACTOR** may be declared ineligible for further **CITY** contracts.
11. **GOVERNING LAW.** This Agreement shall be governed by and in accordance with the laws of the State of Mississippi. All actions relating in any way to this Agreement shall be brought in the appropriate court within the Second Judicial District of Hinds County, Mississippi.
12. **TERMINATION OF AGREEMENT. *Termination Without Cause.*** The City may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof;
or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the City. By giving written notice to the Contractor, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) deliver to the City all Work Product; (c) allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the City disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any

warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The governing authorities shall have the sole authority to terminate Agreement

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the City for the cost of the audit.

13. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Agreement without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
14. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, or local laws.
15. **DISPUTE RESOLUTION.** CONTRACTOR and CITY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved between the CONTRACTOR and the CITY, all litigation shall be commenced in the appropriate court of the Second Judicial District of Hinds County, Mississippi.
16. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of the Mississippi Employment Protection Act, Miss. Code § 71- 11-3 (1972, as amended). Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of the Mississippi Employment Protection Act as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.
17. **GOOD STANDING WITH CITY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY during the term of this Agreement.
18. **NOTICES.** All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF JACKSON
Attn: Khalid Woods
Warren Hood Administration Building
200 South President Street
Jackson, Mississippi 39202

CONTRACTOR
PDT LOGISTICS LLC
Attn: Tamika Bradley
Post Office Box 1372
Jackson, Mississippi 39215

19. **ACCESS AND AUDIT RIGHTS.** CONTRACTOR shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the CITY. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the CONTRACTOR'S place of business to the CITY, including the Finance Director's office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
20. **RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the Agreement for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.
21. **SAFETY.** CONTRACTOR and its employees will observe the posted safety requirements of the CITY and those required by law. CONTRACTOR is responsible for the safety of its employees at all times while providing the services of this Agreement.
22. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
23. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
24. **CITY'S RIGHT TO CARRY OUT WORK.** If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven-day period after receipt of written notice from the CITY to commence and continue correction of such default or neglect with diligence and promptness, the CITY may, after such seven-day period, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the CITY's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.
25. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
26. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.


27. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
28. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the CONTRACTOR.
29. **WRITTEN NOTICE TO PROCEED.** The CITY shall issue an official written Notice to Proceed for the services referenced in this Agreement. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
30. **AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All Amendments shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Debris Removal Services Agreement to be executed by their duly authorized office or agent.

City of Jackson, Mississippi

By: 
 Chokwe A. Lumumba
 Mayor

**CONTRACTOR:
 PDT LOGISTICS LLC**

By: 
 [Signature]
TAMIKA R. BRADLEY
 [Print Name]
OWNER
 [Title]

41

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN (ALL WARDS)

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low- and moderate-income individuals and families. The purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, as a condition of receiving these funds, the City of Jackson must receive input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, on February 27, 2023, HUD notified the City of their jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs; and

WHEREAS, public hearings are being conducted to get citizens' inputs and comments at Tabernacle Ministries on May 15, 2023 and Charity Activity and Event Center on May 30, 2023. The Final Public Hearing will be held on June 27, 2023, at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2023 One-Year Action Plan of the 2020-2024 Consolidated Plan and obtain citizens comments; and

WHEREAS, an Application /Proposal Workshop will be conducted on June 13, 2023, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the DRAFT of the One-Year Action Plan of projects will be prepared and made available to the public on the City's website (<https://www.jacksonms.gov/documents/2022-action-plan-public-comment-form/>) with written comments accepted from citizens until July 27, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2023 One-Year Action Plan of the 2020 - 2024 Consolidated Plan by August 15, 2023, which includes: \$1,745,968 in Community Development Block Grant (CDBG) funds; \$958,017 in Home Investment Partnerships (HOME) funds; \$153,954 in Emergency Solutions Grant (ESG) funds; and \$1,602,538 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,460,477, and to execute all required certifications, forms, and contractual documents related to this program year.

Item#: 41
Agenda Date: August 15, 2023
By: (Dotson, Lumumba)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: May 22, 2023

RE: Agenda Item for June 6, 2023, City Council Meeting

The attached agenda item authorizes the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2023 One-Year Action Plan which includes: \$1,745,968 in Community Development Block Grant (CDBG) funds; \$958,017 in Home Investment Partnerships (HOME) funds; \$153,954 in Emergency Solutions Grant (ESG) funds; and \$1,602,538 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,460,477, for a total of \$4,054,417.00, and to execute all required certifications, forms, and contractual documents related to this program year.

During the public participation process in the preparation of the Annual Action Plan, the City will conduct Public Hearings and an Application/Proposal Workshop to gain citizens input and inform non-profit organizations how to apply for funds. These hearings and the Application Workshop are as follow:

May 15, 2023	Tabernacle Ministries, 2025 N. Siwell Rd., 39212
May 30, 2023	Charity Activity and Event Center, 195 Raymond Road, 39204 (Washington Addition)
June 27, 2023	Warren Hood Building, 200 S. President St., 39201 (Final Public Hearing)

Application/Proposal Workshop- For non-profit organizations interested in applying for HUD funding, workshops will be held on Tuesday, June 13, 2023 at City of Jackson, 200 South President Street, Andrew Jackson Conference Room, Jackson, MS 39201. The Workshop will be conducted as follow:

- ESG and HOPWA Applicant workshop will be from 10:00 a.m. to 11:30 a.m.
- HOME Workshop will be from 2:00 p.m. to 3:00 p.m.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/6/2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN (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	Primarily low/moderate income persons and homeless persons
4.	Benefits	Quality of life including neighborhood, housing, and economic development
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 X Consultant	Department of Planning & Development Office of Housing Community Development
8.	COST	\$4,054,417.00
9.	Source of Funding: General Fund Grant X Bond Other	2023 HUD Funding
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



5/31/23

Date

OFFICE OF THE CITY ATTORNEY
5/31/23

42

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE VIABLE INDUSTRIAL PARKS FOR JACKSON'S BUSINESS COMMUNITY.

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to develop a strategic partnership with the Hinds County Economic Development Authority to create and maintain viable industrial parks for Jackson's business community; and

WHEREAS, establishing a strategic partnership will maximize opportunities to provide recruitment, retention, and an enhanced industrial park; and

WHEREAS, The parties recognize that the Northwest Industrial Park, the Hawkins Field Industrial Park, the Mayes Industrial Park, the Twin Lakes Business Park, and the Greater Jackson Industrial Park are owned or located in the City of Jackson; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community and generate tens of millions in future growth and prosperity; and

WHEREAS, each party agrees to identify and assign a staff person as a Partnership Liaison responsible for communication within their respective organization and coordination of this strategic partnership; and

WHEREAS, through the strategic partnership established by this MOU, HCEA will be authorized, but not obligated, to make upgrades, improvements, and conduct beautification projects in the industrial parks to attract new development and tenants (technology and industrial) and retain current industrial tenants; and

THEREFORE, IT IS ORDERED that the Mayor is authorized to enter into a memorandum of understanding with the Hinds County Economic Development Authority to provide viable industrial parks for Jackson's business community.

Item No.: 42
Date: August 15, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/15/2020

P O I N T S		C O M M E N T S								
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE VIABLE INDUSTRIAL PARKS FOR JACKSON'S BUSINESS COMMUNITY								
2.	Purpose	To enter into a Memorandum of Understanding with HCEDA to improve Jackson's industrial parks.								
3.	Who will be affected	The citizens, businesses, and stakeholders in the City of Jackson								
4.	Benefits	Through the strategic partnership established by this MOU, HCEDA will be authorized, but not obligated, to make upgrades, improvements, and conduct beautification projects in the industrial parks for the purpose of attracting new development and tenants (technology and industrial) and retaining current industrial tenants.								
5.	Schedule (beginning date)	Upon approval								
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								
8.	COST	Free								
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"/> 	No cost to enter into a memorandum of Understanding								
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Department of Planning and Development



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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Chloe Dotson, Director

Date: June 23, 2023

Subject: ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE VIABLE INDUSTRIAL PARKS FOR JACKSON'S BUSINESS COMMUNITY

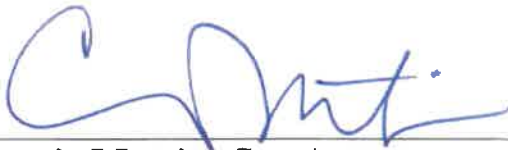
The attached Agenda item authorizes the City to submit a proposal and related documents to enter into a Memorandum of Understanding with the Hinds County Economic Development Authority.

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 ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE VIABLE INDUSTRIAL PARKS FOR JACKSON'S BUSINESS COMMUNITY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



7/11/23

Date

OFFICE OF THE CITY ATTORNEY
7/11/23

MEMORANDUM OF UNDERSTANDING

Between

City of Jackson, Mississippi

And

Hinds County Economic Development Authority

This Memorandum of Understanding (MOU) is entered into as of this ___ day of _____, 2023, between the City of Jackson, Mississippi, through its Office of Economic Development (hereinafter referred to as "OED") and the Hinds County Economic Development Authority (hereinafter referred to as "HCEDA"), organized and existing under the laws of the State of Mississippi.

WHEREAS, OED has been charged with the responsibility of providing a viable business community for its business and industrial parks and welcomes the opportunity to partner with HCEDA to do just that; and

WHEREAS, HCEDA seeks to strengthen the business community in the industrial parks in Hinds County, which includes the City of Jackson, and also welcomes the partnership with OED;

NOW THEREFORE, the Parties hereby establish a Strategic Partnership that will maximize opportunities to provide recruitment, retention, and an enhanced industrial park.

I. Scope of Activities/Responsibilities

Each party agrees to identify and assign a staff person as a Partnership Liaison responsible for communication within their respective organization and coordination of this Strategic Partnership. The parties recognize that the Northwest Industrial Park, the Hawkins Field Industrial Park, the Mayes Industrial Park, the Twin Lakes Business Park, and the Greater Jackson Industrial Park are either owned and managed by City of Jackson or they are located in the City of Jackson.

However, through the Strategic Partnership established by this MOU, HCEDA will be authorized, but not obligated, to make upgrades, improvements, and conduct beautification projects in the industrial parks for the purpose of attracting new development and tenants (technology and industrial) and retaining current industrial tenants.

HCEDA shall be authorized, once approved by the OED, but not obligated to:

1. Share in the maintenance of the entry signage at both industrial parks, which signage will recognize and co-brand both HCEDA and OED.
2. Share in the maintenance of the grassy and open lots of both industrial parks. This maintenance shall consist of, but not be limited to lawn service, cutting, mowing, bush

hogging, and clearing land as needed for potential projects or new businesses that want to locate in one of the industrial parks.

3. It is authorized to send clean-up crews, on an as-needed basis, to remove litter, garbage, and other junk dumped in the industrial parks.
4. Work with the City of Jackson Police Department and Hinds County Sheriff to improve security and try to ensure patrolling of the industrial parks at least twice a day, seven days per week.
5. Work with OED and other entities to fix roads in the industrial park as needed.
6. Work with OED to get Hilda Drive on the "functional class" list.

II. Costs and Expenses

Each party agrees to be responsible for its own expenses incurred in implementing and carrying out this MOU unless otherwise agreed in writing by the parties. Payment of any costs associated with carrying out any other activities of the Strategic Partnership will be negotiated by the parties in a separate agreement. Nothing in this MOU is intended to obligate the funds of either party. Further, the responsibilities under this MOU are subject to the availability of funds of both parties.

III. Administration of Agreement

In all matters relating to the administration of this agreement Chokwe Antar Lumumba, Mayor, shall act for City of Jackson as administering and amending agent, and Tamika Jenkins, Executive Director, shall act for HCEDA as administering and amending agent.

IV. Term

This MOU shall be effective upon signature by both parties and shall continue in effect for a term of three (3) years unless either party terminates its participation upon thirty (30) days prior written notice to the other party. This MOU may be amended, at any time, by mutual written agreement of the parties.

V. Other Terms

Neither the HCEDA, City of Jackson, nor their respective officers, agents, or employees shall be considered as agents of the other party, and the parties shall at all times remain fully independent entities.

A. The MOU will be non-exclusive, and nothing prevents either party from entering into similar agreements with third parties. Neither party nor its employees are authorized to make any representation or any commitment on the other party's behalf.

B. Should a disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party, and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY (HCEDA)

By: _____

By: _____

CITY OF JACKSON, MISSISSIPPI

By: _____

By: _____

43

ORDER AUTHORIZING THE MAYOR TO EXPEND FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE NATIONAL LEAGUE OF CITIES (NLC) GRANT TO REIMBURSE TRAVEL EXPENSES FOR PARTICIPATING IN VARIOUS CONVENINGS FOR THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI)

WHEREAS, by Order entered on July 19, 2022, the City Council authorized the execution of a Memorandum of Understanding (MOU) between the City of Jackson and the National League of Cities Institute (NLCI) to participate in NLCI's Southern Cities Economic Inclusion Initiative (SCEI) in exchange for up to \$30,000.00 in grant funds; and

WHEREAS, under the MOU, the City agreed to share data with NLCI-SCEI to support its initiative goals, which include completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, the City of Jackson's Department of Planning and Development, through the Office of Economic Development (OED), has partnered with Betty Mallett, Attorney with the Mallett Law Office; Gennie Jones, President of the Minority Contractors Association of Mississippi; and L'Sherie Dean, Director of Communications, Marketing & Public Relations with the Jackson Municipal Airport Authority to participate in NLCI-SCEI convenings; and

WHEREAS, by Order entered on January 17, 2023, the City Council authorized the amendment of the MOU with NLCI-SCEI to accept grant funding in a total amount not to exceed \$35,000.00 for participation in the NLCI-SCEI initiative for the term beginning March 3, 2022, and ending October 31, 2023; and

WHEREAS, participation in NLCI-SCEI includes attending a series of convenings with partners for the period covering March 3, 2022 – October 31, 2023; and

WHEREAS, NLCI-SCEI has authorized \$5,000.00 of grant funding to be utilized to cover city teams' travel expenses for convening; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to expend five thousand dollars (\$5,000.00) for travel expenses for participation in convening with NLCI-SCEI for the term beginning March 3, 2022, and ending October 31, 2023.

Item No.: 43
Date: August 15, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 23, 2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXPEND FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE NATIONAL LEAGUE OF CITIES (NLC) GRANT TO REIMBURSE TRAVEL EXPENSES FOR PARTICIPATING IN VARIOUS CONVENINGS FOR THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI)
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	5. Economic Development
3.	Who will be affected	City of Jackson
4.	Benefits	Data informed decision-making for City leadership
5.	Schedule (beginning date)	Upon Approval
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Planning and Development
8.	COST	\$5,000.00
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	Grant
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: Mayor Chokwe Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: March 23, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXPEND FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE NATIONAL LEAGUE OF CITIES (NLC) GRANT TO REIMBURSE TRAVEL EXPENSES FOR PARTICIPATING IN VARIOUS CONVENINGS FOR THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI)

In an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to provide management and technical assistance to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) recommends that the Mayor authorize Five Thousand Dollars (\$5,000.00) to be expended for travel expenses for project convening with NLCI-SCEI.

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

7/13/23

This ORDER AUTHORIZING THE MAYOR TO EXPEND FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE NATIONAL LEAGUE OF CITIES (NLC) GRANT TO REIMBURSE TRAVEL EXPENSES FOR PARTICIPATING IN VARIOUS CONVENINGS FOR THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



7/26/23
Date

From: Denise Belser <Martin-Belser@nlc.org>
Sent: Wednesday, November 2, 2022 9:30 PM
To: aleea.slappy@norfolk.gov; amanda.paez@danvilleva.gov;
amartinie@drfonline.org; bmotleybroom@collegeparkga.com;
CArnsKeller@Savannahga.Gov; castuckwisch@nola.gov;
cball@knoxvilletn.gov; chopson@ochsner.org; chuck@thrivenola.org;
claire@nolacc.org; clomax@knoxvilletn.gov; dharper.elite@gmail.com;
djones@oevforbusiness.org; dwilson@montgomeryal.gov;
Emlee@nola.gov; info@cobbsenterprise.com; Jalesha.Smith@norfolk.gov;
jfreeman@chattanooga.gov; kelvin.perry@discoverdanville.com;
ltdavis@montgomeryal.gov; Michael Davis; mlotson@savannahga.gov;
Johnson, Marche T.; pcotham@knoxvilletn.gov;
qlawrence@chattanooga.gov; rick.smith@stpete.org;
S.James@aeroatl.org; shelly.loos@stpete.org; Sunae.Villavaso@nola.gov;
susan.ajoc@stpete.org; Taylor.Jackson@nola.gov;
tedwards@mgmwerx.org; tgarrison@collegeparkga.com; Tangayika
Hoover; tsteward@chattanooga.gov; Lori.Barthelemy@nola.gov;
nikki@thengcteam.com; pcarter@tricountyva.org; Jeffrey E. Schwartz
Cc: Heidi Goldberg; Dennis Campa; James Crowder; Van Dijk, Charlene;
Rosanna Mulcahy; sgriffen; Denise Belser
Subject: SCEI Interim Reporting and Grant Application
Attachments: SCEI Action Plan Template.xlsx; SCEI Budget Template-DB+L - with
implementation .xlsx; SCEI Interim Report and Round Two Grant
Application_Final.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings, SCEI Deepening the Bench Cohort:

I am pleased to share with you the grant application for a second round of funding for the SCEI initiative.

Deepening the Bench cities are eligible to apply for funding of up to \$30,000 toward implementation of local SCEI strategies and policy reforms. In addition, we encourage you to use this grant to leverage funds from other funding sources including the federal American Rescue Plan Act. These funds may also be used to pay for city teams to travel to the next two project convenings. We suggest each city budget \$2,500 per convening for a total of \$5,000.

Please refer to the attached SCEI Interim Report and Grant Application for more details. Additional attachments in this packet include:

* An Action Plan Template intended to help your team identify and provide a detailed list of key

From: Denise Belser <Martin-Belser@nlc.org>
Sent: Wednesday, November 2, 2022 9:30 PM
To: aleea.slappy@norfolk.gov; amanda.paez@danvilleva.gov;
amartinie@drfonline.org; bmotleybroom@collegeparkga.com;
CArnsKeller@Savannahga.Gov; castuckwisch@nola.gov;
cball@knoxvilletn.gov; chopson@ochsner.org; chuck@thrivenola.org;
claire@nolacc.org; clomax@knoxvilletn.gov; dharper.elite@gmail.com;
djones@oeforbusiness.org; dwilson@montgomeryal.gov;
Emlee@nola.gov; info@cobbenterprise.com; Jalesha.Smith@norfolk.gov;
jfreeman@chattanooga.gov; kelvin.perry@discoverdanville.com;
ltdavis@montgomeryal.gov; Michael Davis; mlotson@savannahga.gov;
Johnson, Marche T.; pcotham@knoxvilletn.gov;
qlawrence@chattanooga.gov; rick.smith@stpete.org;
S.James@aeroatl.org; shelly.loos@stpete.org; Sunae.Villavaso@nola.gov;
susan.ajoc@stpete.org; Taylor.Jackson@nola.gov;
tedwards@mgmwerx.org; tgarrison@collegeparkga.com; Tangayika
Hoover; tsteward@chattanooga.gov; Lori.Barthelemy@nola.gov;
nikki@thengcteam.com; pcarter@tricountyva.org; Jeffrey E. Schwartz
Cc: Heidi Goldberg; Dennis Campa; James Crowder; Van Dijk, Charlene;
Rosanna Mulcahy; sgriffen; Denise Belser
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Please refer to the attached SCEI Interim Report and Grant Application for more details. Additional attachments in this packet include:

* An Action Plan Template intended to help your team identify and provide a detailed list of key

ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City of the Jackson will receive ten thousand dollars (\$10,000.00) for project planning from NLCI-SCEI upon execution of the Memorandum of Understanding; and

WHEREAS, the City is eligible for an additional amount up to twenty thousand dollars (\$20,000.00) for implementation and inventory; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, OED is currently participating in the NLCI-SCEI program that began March 3, 2022 through October 31, 2022; and

WHEREAS, the City of Jackson finds it reasonable to partner with NLCI-SCEI to share and exchange resources thus enhancing the effectiveness of the OED.

NOW, THEREFORE, IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with NLCI-SCEI.

Council Members Stokes moved adoption; **Council Member Grizzell** seconded.

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on July 19, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AMENDING THE JULY 19, 2022 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE (NLCI) FOR PARTICIPATION IN NLCI'S SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI).

WHEREAS, by Order entered on July 19, 2022 the City Council authorized the execution of a Memorandum of Understanding (MOU) between the City of Jackson and the National League of Cities Institute (NLCI) to participate in NLCI's Southern Cities Economic Inclusion Initiative (SCEI) in exchange for up to \$30,000.00 in grant funds; and

WHEREAS, under the MOU, the City agreed to share data with NLCI-SCEI to support its initiative goals, which include completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundations, continually awards the SCEI cohort with additional funding; and

WHEREAS, the City is eligible to receive an additional five thousand dollars (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets.

NOW THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute an amended Memorandum of Understanding (MOU) with NLCI-SCEI to apply for and accept grant funds in an amount not to exceed \$35,000 for participation in the NLCI-SCEI program for the term beginning March 3, 2022 and ending October 31, 2023.

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

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

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on January 17, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE

Memorandum of Understanding

Between

National League of Cities Institute

and

City of Jackson, Mississippi

PURPOSE

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and the *City of Jackson* (City) as part of NLCI's *Southern Cities Economic Inclusion Initiative (SCEI)* beginning March 3, 2022, through October 31, 2023 (the project term).

BACKGROUND

With support from and in collaboration with the W.K. Kellogg Foundation, the Annie E. Casey Foundation, and the Federal Reserve Bank of Atlanta, NLCI's SCEI initiative helps cities deepen local capacity and build leadership skills to support strategy development and implementation focused on economic inclusion. Through technical assistance and grant funding, the SCEI initiative will enable cities to assess their strategies and policies to create greater economic opportunity and resilience for communities of color.

The SCEI Initiative will provide two opportunities for participating cities to apply for grant funds – a planning grant in March 2022 and an implementation grant in June 2022. This MOU defines the terms for the full project term.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until October 31, 2023. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

PROJECT OVERVIEW

The 20-month "Deepening the Bench" cohort of city staff and community stakeholders will build the capacity to implement a range of economic inclusion strategies resulting in greater economic opportunity and resilience for communities of color. Working both inside city government, with

elected leaders, and with key outside stakeholders, the City will utilize various tools to identify assets and equity gaps through data and community engagement and implement targeted strategies.

The 10-month “Building Leadership” cohort of elected officials and civic leaders will work to lead economic inclusion policy change both at the city and state levels. Pairs of city and community leaders will engage in peer learning and support from NLC and leadership development in economic inclusion with time for deep reflection. In addition, mayors and city executives will be expected to participate in at least three convenings to align the city's strategic direction with economic inclusion goals and offer the chance for significant peer discussion and leadership development.

GRANT AWARD AND USE OF FUNDS

Upon receipt and approval of the City’s SCEI project budget and signing of this MOU, NLCI will provide the City a grant in the amount of \$10,000 to support costs associated with the initial planning phase of the work as outlined in the City’s SCEI application as accepted by NLCI. Later in 2022, NLCI will implement an application process for project cities to secure a second implementation grant of up to \$20,000. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; support for data collection and analysis from an external partner (to be decided in partnership with NLCI); stakeholder engagement with community organizations, residents, and other partners; consultants for planning; incentives for resident engagement such as gift cards or food; costs associated with early implementation of action plan; and other uses as approved by NLCI.

DISTRIBUTION OF AWARD

NLCI shall distribute the total planning grant award to the City upon the receipt of a completed W-9 form, completed ACH form, a signed copy of this MOU, and successful approval of your proposed budget. Distribution of a second implementation grant will take place in summer 2022.

DATA SHARING

By participating in the SCEI initiative, City agrees to share relevant project and city data with NLCI in support of the initiative's goals. City will work with NLCI and the Federal Reserve Bank of Atlanta to:

- Conduct a baseline assessment of local economic inclusion needs and assets;
- Develop a data collection plan to measure progress on economic inclusion benchmarks and strategies; and
- Share relevant data in aggregate form with NLCI through grant reports and at other key times during the project grant period.

SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting participation in the SCEI initiative, the City agrees to participate in the following activities of the LEADERSHIP cohort and the DEEPENING THE BENCH cohort.

Leadership cohort

- Commit one city elected official and one external stakeholder to participate in the ten-month cohort;
- Participation by mayor or other city executive in at least three convenings (anticipated to be in person depending on public health conditions); and
- Participation by a senior city staff member designated by the mayor or city executive (approved in advance by NLC) to attend additional cohort meetings (virtual or in-person) in which the mayor or city executive is unable to attend.


Deepening the Bench cohort

- Participate fully in the technical assistance opportunities provided, including monthly conference calls or webinars, convenings, and a possible site visit from NLCI and national partner staff;
- Commit a high-level city team lead to attend four all-city convenings (anticipated to be in-person, depending upon public health conditions);
- Work with local leaders participating in the Leadership Cohort to conduct an economic inclusion assessment as a first step to identify strategies and capacity building goals;
- Develop a set of economic inclusion strategies based on the assessment and commit to implementing 1-2 strategies during the initiative;
- Work with national and local partners to secure local match funding totaling 100% of the grant (either funds or in-kind services) related to the project by April 30, 2022;
- In collaboration with NLCI staff, create materials that highlight the city's SCEI efforts for public dissemination;
- Note the National League of Cities involvement and support in public communications and media materials about the project or the City's efforts;
- Keep NLCI staff apprised of progress and notify NLCI within three business days of any setbacks, unexpected challenges, staff transitions, or proposed budget changes exceeding 10 percent throughout the grant period;
- Submit **an interim grant report to NLCI on May 30, 2022**, which includes a summary of the planning work conducted, as well as a financial report that shows how the awarded planning funds have been used; and
- Submit a final grant report to NLCI by **October 31, 2023**, which includes a narrative description of all work conducted under the grant, outcomes achieved, lessons learned, qualitative and quantitative data associated with the project goals and activities, a sustainability plan as well as a financial report that shows how the cumulative awarded funds were used.

Southern Cities Economic Inclusion Initiative

By signing this document, I acknowledge that I have read and agreed to provisions set forth in this MOU agreement for the National League of Cities Institute's *Southern Cities Economic Inclusion Initiative*.

City of Jackson, Mississippi

 CPM 8/11/2022
Signature Date

Chokwe A. Lumumba
Name – Authorized Signature

Mayor
Title

Jackson, MS
City

National League of Cities Institute

Signature Date

Clarence E. Anthony
Executive Director
National League of Cities Institute

Please email this completed page to Rosanna Mulcahy at mulcahy@nlc.org

44

ICE OFFICE
7/12/23

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR MICRO ENTERPRISES IN THE CITY OF JACKSON. (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, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of one million eight hundred seventy-one thousand nine hundred eighty-two dollars (\$1,871,982.00); and

WHEREAS, the Coronavirus Aid Relief and Economic Security Act (“CARES Act”) (Public Law 116-136) was enacted on March 27, 2020, in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to microenterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00), in the City of Jackson, beginning July 18, 2023, through August 15, 2023; and

Agenda Item # 44
August 15, 2023
Dotson, Lumumba

WHEREAS, a “microenterprise” is a commercial enterprise with five or fewer employees, one or more of whom owns the enterprise.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to expend CDBG-CV CARES Act funds in amounts not to exceed one hundred fifty thousand dollars (\$150,000.00), in the City of Jackson, beginning July 18, 2023, through August 15, 2023, to provide grants to microenterprises in the City of Jackson.

Item No.: _____

Date: _____

By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: April 11, 2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR MICRO ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)
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	5. Economic Development
3.	Who will be affected	Eligible micro enterprises in the City of Jackson
4.	Benefits	To provide CDBG-CV (CARES ACT) funding for eligible economic development activities.
5.	Schedule (beginning date)	May 15, 2023
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: ___X___ City Department Consultant	Office of Economic Development
8.	COST	\$150,000.00
9.	Source of Funding _____ General Fund X _____ Grant _____ Bond _____ Other	CDBG-CV (CARES ACT) Funds
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 PLANNING
AND DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Interim Director
Department of Planning and Development

DATE: 07/12/2023

RE: ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR MICRO ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

The attached agenda item authorizes the Mayor to enter into Grant Agreements expending Community Development Block Grant (CDBG-CV) Coronavirus (CARES ACT) funding to prepare, prevent, and respond to the COVID-19 Pandemic for Micro Enterprises in the city of Jackson.

cc: Yika Hoover, Interim Deputy Director, Office of Economic Development

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 DEPUTY CITY ATTORNEY
7/26/23

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR MICRO ENTERPRISES IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



7/26/23
Date

Micro Enterprise Development Grant Agreement

THIS AGREEMENT entered into on _____, 2023 by and between the **City of Jackson, Mississippi**, (hereinafter referred to as the “Grantor”) and _____ (hereinafter referred to as the “Grantee”), a _____ (Form of Business Ownership) authorized to do business in the State of Mississippi, having its principal offices at _____.

WITNESSETH:

WHEREAS, the Grantor has applied for and received funds from the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, the Grantor, in accordance with its Consolidated Plan, Annual Action Plan, and Micro Enterprises Development Grant Program Policies and Procedures, desires to provide CDBG-CV funds to Micro Enterprises who are suffering financially as a result of the COVID-19 pandemic;

WHEREAS, the Grantee has submitted to the Grantor an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic;

WHEREAS, the Grantor has determined that the Project meets the conditions of the federal regulations governing the CDBG Program as well as the conditions set forth in the Grantor’s 2023 Micro Enterprises Development Grant Program description and desires to assist the Grantee;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, it is agreed as follows:

PART I DEFINITION AND PURPOSE

A. DEFINITIONS

- 1) “GRANTOR” means CITY OF JACKSON, MISSISSIPPI - GOVERNMENT
- 2) “GRANTEE” means MICRO ENTERPRISES
- 3) “HUD” means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 4) “CDBG-CV” means the Community Development Block Grant Program – COVID-19.
- 5) Full-Time Equivalents (FTEs) means an employee working at least 40 hours weekly.

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Grantee will implement the Scope of Services set forth within this Agreement. Financial assistance provided under this Agreement will help businesses survive this health crisis. The Community Development Block Grant National Objective of assistance to low-to-moderate (LMI) persons will be achieved as grants to retain jobs that would have otherwise been lost and/or the Community Development Block Grant National Objective that the business is located in a Low to Moderate Area (LMA) area that benefits a residential neighborhood. Consistent therewith, the above-stated Whereas Clauses are restated, adopted, and made a part hereof.

PART II SCOPE OF SERVICES, ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

A. SCOPE OF SERVICES

The Grantee shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

B. ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 6 months' expenses related to maintaining operations of a small business experiencing a negative financial impact due to the COVID-19 pandemic. Eligible months are March 1, 2022, through September 30, 2022. Eligible expenses are limited to actual amounts incurred and include:
- Reimbursement for up to six (6) months of rent or mortgage payments. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business
- Utilities for the business (Electricity, Natural Gas)

The maximum request is limited to \$16,640, and the minimum is limited to \$1,000.

The Grantee certifies that it will meet the CDBG National Objective that the business will benefit low-to-moderate (LMI) persons and will be achieved as grants to retain jobs otherwise lost.

The Grantee certifies that it will meet the CDBG National Objective of Benefiting Low-to-Moderate Income (LMI) Persons by retaining a minimum of one permanent full-time equivalent job to be held by an LMI person that qualifies under the Job Retention category of the LMI Benefit National Objective.

In accordance with HUD-provided guidance, any job that pays annual wages or salary equal to or less than the HUD 80% income limits for a single-person household for Jackson is considered to meet the requirements of a job retained for an LMI household.

PART III GRANT TERMS, TIME OF PERFORMANCE, DISBURSEMENT, (SEDGP) 2022

CONDITIONS OF FUNDING, AND DEFAULT

A. GRANT AMOUNT

The Grantor agrees to grant on a reimbursement basis to the Grantee the amount of _____ (the "Grant") of CDBG-CV funds for payment of eligible costs associated with the Project, as outlined in the Scope of Services, Exhibit "A." In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

TIME OF PERFORMANCE

The effective date of this Agreement and all the rights and duties designated hereunder are contingent upon the timely release of funds for this Project under the grant agreement between HUD and the Grantor. The effective date of expenditures incurred shall be March 1, 2022, and remain full force and effective through September 30, 2022. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored that pre-date/post-date the effective dates above.

The effective date for job retention shall be the date of this Agreement, and remain in full force and effect for three months. The Grantee must provide the Grantor with proof of at least one full-time equivalent (FTE) job retained during this period. The person who retains the job must be a low-moderate-income person. For purposes of this Agreement, the person who retains the job will be considered income qualified if the salary paid for this full-time equivalent job does not exceed \$16,640 annually, the income limit for a single-person household.

For jobs that pay more than the income limit for a single-person household, and if the job retained is held by a low-moderate income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Jackson, Mississippi MSA.

The Grantee must complete an Initial Payroll Report provided by the Grantor for their employees as of the date of this Grant Agreement. At the end of the three months, the Grantee must submit a payroll report for their employees that shows three months of payroll.

B. DISBURSEMENT OF GRANT FUNDS

Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and Grantor guidelines. In no event shall the Grantor provide advance funding to the Grantee hereunder.

The Grantee shall submit to the Grantor a maximum of two invoices; one invoice after the grant commitment and one final invoice after completion of job retention for a minimum of 90 days from the date of the grant agreement requesting disbursement in accordance with the grant commitment. Requests for disbursement of Grant funds shall be submitted via email to thoover@jacksonms.gov and accompanied by an Invoice Cover Sheet (Exhibit "B") attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document via thoover@jacksonms.gov.

Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to Grantor and reviewed and subject to approval by Grantor to verify that the funds have been expended

(SEDGP) 2022

in conformity with the Agreement. As part of the review process, Grantor reserves the right to request reasonable documentation as determined by Grantor, which shall be provided by Grantee as a prior condition of disbursement.

Upon grant approval, Grantor will process for payment of the approved amount. Invoices will normally be paid within forty-five (45) days following GRANTOR'S final approval.

C. CONDITIONS OF GRANT

The obligation of the Grantor to disburse Grant proceeds under this Agreement is subject to the following:

- 1) That the Grantee has the full power and authority to execute, deliver and perform the Grant Program Agreement, and to enter into and carry out the transactions contemplated thereby. Such execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Grantee and will not conflict with or result in a default under any agreement or instrument to which the Grantee is a party to or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have, by proper action, been duly authorized, executed, and delivered, and all necessary actions have been taken to constitute the Grant Program Agreement valid and binding obligations of the Grantee.
- 2) That the representations and warranties of the Grantee are correct and that the Grantee agrees to immediately refund to the Grantor all monies paid to it under the Program if it is determined by Grantor that any material misrepresentation was made by or on behalf of the Grantee which would have rendered the Grantee ineligible to receive the Grant.
- 3) That the Grantee shall implement this Agreement in accordance with the applicable Federal, State, and local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and local laws, ordinances, and codes are minimal regulations that may be supplemented by more restrictive guidelines set forth by Grantor.
- 4) That the Grantee has not been convicted of a felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
- 5) That there are no actions, suits or proceedings pending or threatened against or affecting the Grantee, if adversely determined, would individually or in the aggregate materially impair the ability of the Grantee to perform any of its obligations under the Grant Program Agreement or adversely affect the financial condition of the Grantee. Grantee must notify within seven (7) business days of any such actions, suits, or proceedings pending or threatened against or affecting the Grantee.
- 6) That the Grantee is not in default under any of the Grant Program Agreement or the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event has occurred which by notice, or passage of time or otherwise would constitute any such event of default.

- 7) That the Grantee shall abide by the stipulations, conditions, and covenants of this Agreement, and shall duly pay all rent, taxes, assessments, insurance premiums, and other liabilities.
- 8) That the Grant funds shall only be used for the reimbursement of eligible costs as described in Exhibit "A" of this Agreement. Grantee shall maintain such records as are necessary and convenient for the Grantor to verify that the use of the Grant is in accordance with this Agreement.
- 9) That the Grantee shall obtain and provide to the Grantor a valid DUNS (Data Universal Numbering System) number from Dun and Bradstreet, as required by the United States Office of Management and Budget prior to executing this Agreement.
- 10) That the Grantee shall obtain and provide to the Grantor a valid completed W9 form.
- 11) That disbursement will be contingent upon receipt of complete and accurate invoices and supporting documentation pursuant to the Agreement.
- 12) That the Grantee shall comply with all requirements imposed on the Grantor under its CDBGCV Agreement including, without limitation, the requirements of 24 CFR Part 570 and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
- 13) That the Grantee shall give prompt notice in writing to the Grantor of any adverse development, legal, financial, or otherwise, which would materially affect its business, properties, or affairs or the ability of the Grantee to perform its obligations under this Agreement. Grantee must notify Grantor within seven (7) working days of any such adverse development; legal, financial, or otherwise.
- 14) That the Grantee shall not change the general character of its business as conducted or conceived of at the date hereof, engage in any type of business not reasonably related to its business as normally conducted, or relocate the business outside the approved program area.
- 15) That the business certifies that disbursements from this grant will not duplicate any funding from Federal programs (PPP or SBA), State of Mississippi programs, or any other COVID-19 related funding programs.

D. DEFAULT

Each of the following shall be an "Event of Default":

- 1) Any representation or warranty made by the Grantee in the application herein or any other Grant Program Agreement or connection herewith shall prove incorrect in any material respect when made.
- 2) Grantee fails to maintain a business or services that were described in the application.
- 3) Grantee fails to maintain all required documents current that was initially submitted at the

time of application and approved by the Grantor.

- 4) Grantee ceases to operate the business before the end of the Grant term.
- 5) Grantee fails to perform or observe any other terms or conditions contained in this Agreement.
- 6) Grantee fails to abide by program rules and regulations.
- 7) An un-remedied adverse change in financial condition, organization, management, operation, or assets of Grantee which would warrant withholding or not making any further disbursements.
- 8) Grantee fails to notify the Grantor of adverse changes or impending litigation.

E. REMEDIES FOR DEFAULT OF THE GRANT

In the event of a Default by the Grantee, the Grantor may at any time thereafter terminate this Agreement. In such event, the Grantor will declare the Grant immediately due and payable, at which time all sums paid to the Grantee shall immediately become due and payable. Grantor shall promptly advise Grantee in writing of the acceleration under this paragraph, but failure to do so shall not impair the effect of such declaration.

PART IV GENERAL CONDITIONS

A. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

In carrying out the project, the Grantee shall not based on race, color, disability, national origin, religion, familial status, or sex, exclude any person from the benefits of or subject any persons to discrimination under any activity carried out by the performance of this Agreement.

B. EVALUATION AND MONITORING

The Grantee agrees that Grantor will carry out periodic monitoring and evaluation activities, as determined necessary by Grantor, during the term of this Agreement. Upon GRANTOR request, the Grantee agrees to furnish and make copies of such records and information as is determined necessary by Grantor. Additionally, the Grantee shall submit the information required by GRANTOR and HUD to enable Grantor to evaluate said progress and to enable GRANTOR to complete reports required by HUD. The Grantee shall allow Grantor and HUD to monitor the Grantee on site. Such site visits may be scheduled or unscheduled as determined by GRANTOR or HUD.

C. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Grantor, City of Jackson, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Grantee to Grantor, the Grantor, HUD, or the Comptroller General of the United States for examination all its records with respect to all matters covered by the Agreement.

D. INDEMNIFICATION

The Grantee shall protect, defend, reimburse, indemnify and hold the Grantor, its agents, employee, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement or due to the acts or omissions of the Grantee. The Grantee's aforesaid indemnity and hold harmless obligation, or portion of applications thereof, shall apply to the fullest extent permitted by law. The Grantee further agrees to hold the Grantor harmless and will indemnify the Grantor for any funds which the Grantor is obligated to refund the Federal Government arising out of the conduct, any activities, and administration of the Grantee.

E. INSURANCE REQUIREMENT

The Grantee must carry liability and property insurance. If, for any reason, Grantee defaults on insurance payments, Grantor must be notified within three (3) working days. Grantee must maintain insurance throughout the duration of the Grant term. If not all funds are immediately due and payable in accordance with the termination for cause section.

F. CONFLICT OF INTEREST

The Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict with any manner or degree with the performance of this Agreement and that no person having any conflict of interest will be employed by or subcontracted by the Grantee. Any possible conflict of interest on the part of the Grantee or its employees shall be disclosed in writing to Grantor.

G. TERMINATION

The Grantor may terminate this Agreement at any time for cause or convenience upon written notice to the Grantee. In the event of early termination, the Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Agreement by the Grantee, and the Grantor may withhold any payment to the Grantee for set-off purposes until such time as the exact amount of damages due to the Grantor from the Grantee is determined.

1) TERMINATION FOR CAUSE

If, through any cause, Grantee shall fail to fulfill in the timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Grantor shall thereupon have the right to terminate this Agreement early or suspend payments, in whole or part, by giving written notice of such termination or suspension of payments and specifying the effective date of the termination or suspension. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

2) TERMINATION DUE TO CESSATION

In the event the grant to the Grantor under Title I of the Housing and Community Development Act of 1974 (as amended) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is suspended or terminated, the Agreement shall be suspended

(SEDGP) 2022

or terminated effective on the date HUD specifies.

In the event the business ceases to exist or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the Grantor specifies. The determination that the Grantee has ceased or suspended the operation of its business shall be made solely by the Grantor, and the Grantee, its successors, or assigns in interest agrees to be bound by the Grantor's determination. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

3) TERMINATION FOR CONVENIENCE OF THE GRANTOR

The Grantor may terminate this Agreement at any time by giving at least ten (10) working days' notice in writing from the Grantor to the Grantee. If this Agreement is terminated early by the Grantor as provided herein, the Grantee will be reimbursed for allowable expenses until the effective date of the termination.

4) TERMINATION FOR CONVENIENCE OF THE GRANTEE

The Grantee may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to Grantor. If the Grantee has received funds through this Agreement, the Grantee shall return all funds to the Grantor prior to the termination of this Agreement.

H. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

AMENDMENTS

The Grantor may, at its discretion, amend this Agreement to conform to changes in Federal, State, local, or HUD guidelines, directives, and objectives. Such Amendments shall be incorporated by written amendment as part of this Agreement.

I. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, electronic mail, or other delivery service requiring signed acceptance. Such notice shall be deemed given on the day on which it personally served, if by mail, on the day of actual receipt, or by electronic mail, on the day it was sent. Grantees are required to check emails regularly. If sent to the Grantor, notices shall be addressed to:

City of Jackson
Department of Planning & Development
Office of Economic Development
200 S President St, Ste 223
Jackson, MS 39213

If sent to the Grantee, notices shall be addressed to:

Name of Owner Business

Name Address

Email

J. NO FORFEITURE

The rights of the Grantor under this Agreement shall be cumulative, and failure on the part of the Grantor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

K. ENTIRETY OF CONTRACTURAL AGREEMENT

The Grantor and Grantee agree that this Agreement sets forth the entire Agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

L. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

M. NON ASSIGNABILITY

Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

N. ATTORNEY'S FEES

Should Grantor successfully bring any manner of legal action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantor in bringing or defending such an action, through and including all appeals.

O. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

P. LEGAL COUNSEL

Grantee is encouraged to seek the advice of Grantee's legal counsel prior to entering into this Agreement.

Q. PUBLIC DISCLOSURE

Information provided by the Grantee may be subject to public disclosure.

F. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue for any action shall be in Jackson, Mississippi.

Failure to comply with the above-mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, violation of the policies and procedures governing the CARES ACT: Economic Development Component, or violation of any and all applicable federal and state laws and regulations, will result in the termination of the Contract and the demand for repayment of any grant funds.

IN WITNESS WHEREOF, this Contract is executed by the Parties hereto on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

ATTEST:

BY: _____
XXXXXXXXXXXXXXXXXX,
MAYOR

BY: _____
XXXXXXXXXXXXXXXXXX,
City Clerk

BUSINESS:

WITNESSES:

BY: _____
XXXXXXXXXXXXXXXXXX,
OWNER

BY: _____
WITNESS

BY: _____
WITNESS

EXHIBIT “A” SCOPE OF SERVICES

ELIGIBLE ACTIVITIES:

- Reimbursement for expenses related to maintaining operations of a small business experiencing a negative financial impact due to the COVID-19 pandemic for up to 6 months. Eligible months are March 1, 2022, through September 30, 2022. Eligible expenses are limited to actual amounts incurred and include:
- Reimbursement for up to six (6) months of rent or mortgage payments. Applicants must not be delinquent on rent.
- Staff Salaries for the business
- Utilities for the business to include telephone expenses

The maximum request is limited to \$16,640, and the minimum request is limited to \$1,000.

EXHIBIT "B"

**INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS OF THE
MICRO ENTERPRISE DEVELOPMENT GRANT PROGRAM**

Program Participant Business Name: _____

Invoice period from March 1, 2022 to September 30, 2022

Category of Requested Item	Amount Requested

Total Amount Approved:
Total Amount of First Check:

Submitted by Business Representative: _____ Date: _____

Total Amount Requested:

45

OFFICE OF THE CITY ATTORNEY
7/25/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE JACKSON RESOURCE CENTER TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)

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 U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, on May 26, 2020, the City Council adopted an Order, recorded in Minute Book 6R, page 135 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division, recommends that the Mayor be authorized to execute the contract and related documents with The Jackson Resource Center to expend the CDBG CARES Act funds in an amount not to exceed three hundred forty-nine thousand, one hundred twenty-five dollars (\$349,125.00) to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning April 1, 2022 through December 31, 2023; and

WHEREAS, the City of Jackson will only reimburse the Jackson Resource Center for expenses expended to subsidize rents for current residents to prevent future homelessness not to exceed six (6) months for those residing at REACH; personnel cost related to operations of the non-congregate shelter; personal protective equipment (PPE) and cleaning supplies used to disinfect and decrease the transmission of COVID-19 in the non-congregate shelter; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with The Jackson Resource Center to expend CDBG CARES Act funds in an amount not to exceed three hundred forty-nine thousand, one hundred twenty-five dollars (\$349,125.00) beginning April 1, 2022 through December 31, 2023 to prepare, prevent and respond to the Coronavirus in the City of Jackson.

Item # 45
Date: August 15, 2023
By: Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/01/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE JACKSON RESOURCE CENTER TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)
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	7. Quality of Life
3.	Who will be affected	CDBG-CV eligible homeless individuals in the City of Jackson
4.	Benefits	To provide CDBG-CV eligible services.
5.	Schedule (beginning date)	April 1, 2022
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Housing and Community Development
8.	COST	\$349,125.00
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG CARES Act Funds
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 Antar Lumumba, Mayor

FROM: Reginald Jefferson,
Department of Planning and Development
OHCD

DATE: July 25, 2023

RE: Agenda Item August 1, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with The Jackson Resource Center to expend the CDBG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

The City of Jackson will only reimburse the Jackson Resource Center for expenses expended to subsidize rents for current residents to prevent future homelessness (not to exceed six (6) months for those residing at REACH; personnel cost related to operations of the non-congregate shelter; personal protective equipment (PPE) and cleaning supplies used to disinfect and decrease the transmission of COVID-19 in the non-congregate shelter.

The contract will cover costs of services beginning April 1, 2022 through December 31, 2023.

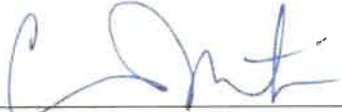
Office of the City Attorney

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
7/25/23

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE JACKSON RESOURCE CENTER TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



7/26/23
Date

46

OFFICE OF THE CLERK
CITY OF JACKSON

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI URBAN RESEARCH CENTER (MURC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with Jackson State University's Mississippi Urban Research Center (MURC) to serve as a Consultant upon execution to September 30, 2023; and

WHEREAS, the scope of work includes (1) conducting background research and logic model and evaluation plan refinement; (2) data collection and analysis with surveys and focus groups; (3) synthesizing and triangulating the data and findings from surveys, focus groups, observations, and monitoring tools; (4) conducting a virtual sensemaking session; and (5) developing an evaluation report; and

WHEREAS, either party may terminate the agreement at any time upon delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment; and

WHEREAS, the parties agree that the legal relationship between Mississippi Urban Research Center and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the Parties. Neither party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to MURC with respect to the provision of any benefits (insurance, retirement,

Agenda Item # 46
August 15, 2023
Dotson, Lumumba

or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of Mississippi Urban Research Center; and

WHEREAS, the City of Jackson will compensate MURC for its services as a consultant in an amount not to exceed \$35,000.00 per month, totaling an amount not to exceed \$70,000.00.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Mississippi Urban Research Center to provide evaluation services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from upon execution through September 30, 2023.

IT IS FURTHER ORDERED that upon the submission of invoices monthly to the City of Jackson, Mississippi Urban Research Center shall be paid an amount not to exceed \$35,000.00 per month from grant funds for conducting EPHD evaluation services.

Item# _____
Agenda Date: _____
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 28, 2023

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI URBAN RESEARCH CENTER (MURC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)																																																		
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	5. Economic Development																																																		
3.	Who will be affected	City of Jackson																																																		
4.	Benefits	Data informed decision-making for City leadership																																																		
5.	Schedule (beginning date)	Upon Approval																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																																		
7.	<input type="checkbox"/> Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO																																																		
8.	COST	\$70,000.00																																																		
9.	<input type="checkbox"/> Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>																																																		
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%;">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: 5%;">N/A</td> <td style="width: 5%;">X</td> <td style="width: 5%;">_____</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>X</td> <td>_____</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>X</td> <td>_____</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>X</td> <td>_____</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>X</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____																																											
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____																																											
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____																																											
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____																																											
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	_____																																											

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Louis Wright, City Administrative Officer

DATE: July 28, 2023

RE: ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI URBAN RESEARCH CENTER (MURC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

The agenda item which accompanies this memo requests that the City Council authorize the agreement with Mississippi Urban Research Center (MURC) to serve as a Contractor to conduct background research and logic model and evaluation plan refinement; data collection and analysis with surveys and focus groups, synthesize and triangulate the data/findings from surveys, focus groups, observations, and monitoring tools; conduct a virtual sensemaking session; and develop an evaluation report. The City of Jackson will compensate MURC \$70,000.00 upon execution to September 30, 2023 for its services as a consultant. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI URBANA RESEARCH CENTER (MURC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT ECONOMOIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATION OPPORTUNITIES & ECONOMIC GROWTH (EPHD)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/9/23
Date

**Mississippi Urban Research Center, Consultant Engagement,
Non-Solicitation and Confidentiality Agreement
with the City of Jackson**

This Engagement, Non-Solicitation and Confidentiality Agreement (the "Agreement"), is made between the City of Jackson ("COJ") and **Mississippi Urban Research Center, 101 W. Capitol Street, 5th floor Jackson, Mississippi 39201** (the "Consultant").

WHEREAS, COJ and the Consultant herewith agree to enter into an independent contractor relationship whereby the Consultant will provide services as the subcontractor for the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion* that was recently awarded to COJ, in accordance with the terms, conditions and compensation mutually agreed upon by both parties.

Scope of Work. The Consultant will conduct background research and logic model and evaluation plan refinement; data collection and analysis with surveys and focus groups, synthesize and triangulate the data/findings from surveys, focus groups, observations, and monitoring tools; conduct a virtual sensemaking session; and develop an evaluation report. W.K. Kellogg has designated Mississippi Urban Research Center as the Consultant to fulfil this scope of work.

Term/Termination. This Agreement commenced upon execution and shall continue uninterrupted until September 30, 2023. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

Compensation. For the duties and obligations to be performed by Consultant pursuant to this Agreement, COJ agrees to compensate the Consultant at the rate set forth by the W.K. Kellogg for the position the Consultant has agreed to for the grant period of February 28, 2023, and September 30, 2023. The COJ agrees to compensate Consultant in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) a month for two (2) months totaling an amount not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00). Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

Independent Contractor. The parties agree that the legal relationship of Consultant and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or Employer-

Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

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

Governing Law. This Agreement shall be controlled, construed and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.

Language. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have legal counsel review it.

This Engagement, Non-Solicitation, and Confidentiality Agreement will be fully executed by the signatures of the parties herewith on this _____ day of _____, 20____.

Mississippi Urban Research Center

Mayor Chokwe Antar Lumumba

47

OFFICE OF THE CLERK
8/15/23

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARMSTRONG COMPANY TO RELOCATE THE EMPLOYEE CLINIC AND CONFERENCE ROOM, THE DEPARTMENT OF PERSONNEL MANAGEMENT, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF PUBLIC EDUCATION AND GOVERNMENT COMMUNICATION, AND THE DEPARTMENT OF PARKS AND RECREATION FROM 3645 HIGHWAY 80 TO 633 NORTH STATE STREET.

WHEREAS, the Department of Planning and Development requested quotes from vendors to provide professional moving services to complete the relocation of certain city departments;

WHEREAS, the Armstrong Company submitted the lowest quote to provide trucks, equipment, materials, personnel, and other professional moving services necessary to perform the relocation of the Employee Clinic and Conference Room, the Department of Personnel Management, the Department of Human and Cultural Services, the Department of Public Education and Government Communication (PEG), and the Department of Parks and Recreation from 3645 Highway 80 Metrocenter Mall to 633 N. State Street Jackson, MS 39232;

WHEREAS, the Armstrong Company’s anticipated timeline to perform this relocation is ten (10) continuous working days;

WHEREAS, the Department of Planning and Development recommends that the governing authorities accept the quote in the amount of \$73,325.00 submitted by the Armstrong Company to relocate certain city departments from 3645 Highway 80 Metrocenter Mall to 633 N. State Street. The cost for moving each department is as follows:

Employee Clinic and Conference Room	\$12,900.00
Department of Personnel Management	\$12,900.00
Department of Human and Cultural Services	\$16,550.00
Department of Public Education and Government Communication (PEG),	\$15,625.00
Department of Parks and Recreation	\$15,350.00

IT IS THEREFORE, ORDERED, that the Mayor is authorized to execute a contract with the Armstrong Company to provide trucks, equipment, materials, personnel, and other professional moving services necessary to relocate the Employee Clinic and Conference Room, the Department of Personnel Management, the Department of Human and Cultural Services, the Department of Public Education and Government Communication (PEG), and the Department of Parks and Recreation from 3645 Highway 80 Metrocenter Mall to 633 N. State Street Jackson, MS 39232.

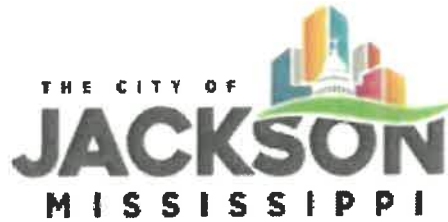
IT IS FURTHER ORDERED that the amount to be paid under the contract shall not exceed \$73,325.00.

Agenda Item # **47**
August 15, 2023
Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/03/23
DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARMSTRONG COMPANY TO RELOCATE THE EMPLOYEE CLINIC AND CONFERENCE ROOM, THE DEPARTMENT OF PERSONNEL MANAGEMENT, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF PUBLIC EDUCATION AND GOVERNMENT COMMUNICATION, AND THE DEPARTMENT OF PARKS AND RECREATION FROM 3645 HIGHWAY 80 TO 633 NORTH STATE STREET.							
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, 7							
3.	Who will be affected	All City of Jackson residents and employees who work in stated department/division(s)							
4.	Benefits	Cleaning of properties will remove threats to health, safety and welfare of surrounding residents while improving the condition of the community.							
5.	Schedule (beginning date)	Immediately pending execution of contract							
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"/>	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT							
8.	COST	73,325.00							
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (440-40455-6419)							
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



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$16,550.00 for professional services from Armstrong Transfer & Storage Co., DBA: Armstrong Relocation to relocate The Department of Cultural Services from 3645 Highway 80 to 633 N. State St. immediately. The councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$15,350.00 for professional services from Armstrong Transfer & Storage Co., DBA: Armstrong Relocation to relocate The Department of Parks and Recreation from 3645 Highway 80 to 633 N. State St. immediately. The councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$12,900 for professional services from Armstrong Transfer & Storage Co., DBA: Armstrong Relocation to relocate The Department of Personnel Management from 3645 Highway 80 to 633 N. State St. immediately. The councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$12,900.00 for professional services from Armstrong Transfer & Storage Co., DBA: Armstrong Relocation to relocate The Department of Medical Analysis and Conference Room from 3645 Highway 80 to 633 N. State St. immediately. The councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$16,550.00 for professional services from Armstrong Transfer & Storage Co., DBA: Armstrong Relocation to relocate The Department of Cultural Services from 3645 Highway 80 to 633 N. State St. immediately. The councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

Yeas – Grizzell, Hartley and Lindsay.

Nays – Foote.

Abstention – Banks and Lee

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 18, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Armstrong

*The Armstrong Commercial Services Advantage
for*

City of Jackson, Mississippi



Submitted by:
Jay Abel
Commercial Services Manager
Keith Hopper, CRP
President
The Armstrong Company
Jackson, MS

Jackson.ArmstrongRelocation.com

Building Trust. Reducing Stress. Delivering Reliability. Around the World.

ABOUT ARMSTRONG RELOCATION

OVERVIEW

Armstrong Transfer and Storage began in 1922. Armstrong Relocation (Armstrong) has provided commercial and household goods moving services since that time. Under the leadership of Clyde Springer and Jim Watson, the current ownership group took control of Armstrong in 1957. The Springer and Watson families retain controlling ownership to this day.

Headquartered in Memphis, TN, Armstrong is a respected industry leader as the nation's largest, asset-based commercial services provider, and one of the nation's largest, asset-based hospitality warehousing organizations. Armstrong owns and operates 30 moving locations in 18 states across the country with more than 2.7 million sq. ft. of U.S. domestic warehouse space, and over 1,500 full-time employees and owner-operators delivering services nationwide. Armstrong's 61 consecutive years of profitability facilitate its ability to continue to expand its footprint, capacity and capabilities.

A founding member of the Commercial Relocation Network (CRN), Armstrong has a nationwide alliance with over 70 leading commercial relocation companies across all van lines. CRN brings best-in-class servicing and leading-edge approaches to commercial relocation that Armstrong in turn shares with its clients. Additionally, Armstrong is an active member of the Building Owners and Managers Association (BOMA), International Facilities Management Association (IFMA), CoreNet, American Moving and Storage Association (AMSA) and the Worldwide Employee Relocation Council (ERC). Armstrong has also been awarded a contract on the GSA Federal Supply Schedule for commercial moving and related services.



As a pre-eminent global provider, Armstrong is known for providing a breadth of core competencies that include: commercial and facilities relocation; warehousing and logistics services; MAC services; asset and project management solutions; and household goods moves. All services are delivered through Armstrong's single-point-of-accountability service model. This model, combined with its end-to-end solutions, provides an easy way to ensure consistently superior quality with every aspect of every move.

VISION, MISSION AND DNA

Armstrong's vision is to continually build the Armstrong family of companies into the pre-eminent global supplier of moving, relocation and logistics services.

Armstrong's mission is to provide the highest value to its customers and stakeholders by building an organization of passionate team members working together to deliver excellence in quality, safety and customer satisfaction.

Armstrong's foundational DNA elements are:

- **Unity:** We are stronger together
- **Integrity:** Do the right thing
- **Attitude:** Be positively passionate
- **Value:** Customers define it, we deliver it
- **Relationships:** Value them above all
- **Communication:** Listen, learn and respond
- **Generosity:** Succeed and share

SCOPE OF SERVICES, ASSUMPTIONS AND PRICING

City of Jackson SCOPE:

The Armstrong Company shall provide all trucks, equipment, materials, personnel, etc. necessary to perform the relocation of four city agencies from Metrocenter Mall to 633 N State St. Jackson, MS 39232.

The Armstrong Company requests that the project occur in four phases: Employee Clinic and conference room, Personnel Management, Cultural Services, and Parks and Recreation. This does not reflect any particular order in which services should be performed. This phasing is requested to keep the property of each agency separate more accurately.

This anticipated timeline to perform this project is 10 continuous working days. Any packing performed by Armstrong personnel will incur a cost of \$45.00/man/hour.

Assumptions:

- 1. All items moved by Armstrong will be done so during normal business hours.**
- 2. All lateral files and loose non-furniture items will be packed by employees including employee office contents prior to move day.**
- 3. All areas should be packed and ready to be moved by specified move dates.**
- 4. Wait times at sites due to no fault of Armstrong's will result in a detention charge of \$325 an hour if work stops at no fault of Armstrong.**
- 5. Payment terms are net 30 days.**
- 6. Includes minimal valuation at \$.30 per lb. per article provided at no charge. Additional valuation can be provided at additional charge.**

Pricing Summary

Total Project Cost
\$57,700.00

By Dept:

Dept of Personnel Management

Total \$12,900.00

Dept of Parks and Recreation

Total \$15,350.00

Dept of Cultural Services

Total \$16,550.00

Dept of Medical Analysis and Conference Room

Total \$12,900.00

Pricing Detail

Public Education and Government Communication (PEG)

Unit	Hours	Rate	Total
Truck and driver	24 hours	\$100.00	\$2,400.00
Movers 5	24 hours	\$225.00	\$5,400.00
Install	Deinstall	Equipment	\$6,225.00
Install	Deinstall	Equipment	\$1,500.00
Fuel		\$100	\$100
	Total		\$15,625.00

Pricing Summary PEG

Total Project Cost
\$15,625.00

By Dept:

Public Education and Government Communication (PEG)
Total \$15,625.00

Armstrong

*The Armstrong Commercial Services Advantage
for*

Public Education and Government Communication (PEG)
City of Jackson, Mississippi



Submitted by:
Jay Abel
Commercial Services Manager
Keith Hopper, CRP
President
The Armstrong Company
Jackson, MS

Jackson.ArmstrongRelocation.com

Building Trust. Reducing Stress. Delivering Reliability. Around the World.

August 3rd, 2023

Chloe' Dotson and team:

On behalf of the entire The Armstrong Company team, thank you for allowing Armstrong to submit a proposal for the upcoming Metro Mall Movement project for the Public Education and Government Communications (PEG). As a recognized industry-leader for commercial moving and warehouse services, Armstrong is confident in its ability to have a unique impact on the success of this project. Armstrong's mission is to provide the highest value to its customers and stakeholders by building an organization of passionate team members working together to deliver excellence in quality, safety, and customer satisfaction. Armstrong offers City of Jackson the following advantages:

- **Collaborative Approach:** Armstrong will bring its moving expertise to the project, collaborating with Eutaw to develop a customized project plan, designed to achieve business objectives.
- **Extensive Scope of Services:** Armstrong will provide an array of value-enhancing services, delivered through a single-point of accountability model that is easy to use.
- **Risk Minimization:** Armstrong reduces risk through use of experienced team leaders, background-checked and professionally trained crews, proven processes, emerging best practices and Armstrong-owned equipment.
- **Cost-effective Result:** Armstrong recognizes that cost-effectiveness is paramount and delivers optimal value through fair & reliable pricing and minimization of business disruption.



Regarding the concept of *Value*, Armstrong's DNA states, "Value: Customers define it; we deliver it." Armstrong encourages the Eutaw to confirm its claims by speaking with its various references to validate and be confident in Armstrong's ability to follow through on its promises.

On behalf of the Armstrong Commercial Services team, thanks for the opportunity.

Best regards,

Jay Abel

Jay Abel

Commercial Services Manager

ABOUT ARMSTRONG RELOCATION

OVERVIEW

Armstrong Transfer and Storage began in 1922. Armstrong Relocation (Armstrong) has provided commercial and household goods moving services since that time. Under the leadership of Clyde Springer and Jim Watson, the current ownership group took control of Armstrong in 1957. The Springer and Watson families retain controlling ownership to this day.

Headquartered in Memphis, TN, Armstrong is a respected industry leader as the nation's largest, asset-based commercial services provider, and one of the nation's largest, asset-based hospitality warehousing organizations. Armstrong owns and operates 30 moving locations in 18 states across the country with more than 2.7 million sq. ft. of U.S. domestic warehouse space, and over 1,500 full-time employees and owner-operators delivering services nationwide. Armstrong's 61 consecutive years of profitability facilitate its ability to continue to expand its footprint, capacity and capabilities.

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Additionally, Armstrong is an active member of the Building Owners and Managers Association (BOMA), International Facilities Management Association (IFMA), CoreNet, American Moving and Storage Association (AMSA) and the Worldwide Employee Relocation Council (ERC).

Armstrong has also been awarded a contract on the GSA Federal Supply Schedule for commercial moving and related services.



As a pre-eminent global provider, Armstrong is known for providing a breadth of core competencies that include: commercial and facilities relocation; warehousing and logistics services; MAC services; asset and project management solutions; and household goods moves. All services are delivered through Armstrong's single-point-of-accountability service model. This model, combined with its end-to-end solutions, provides an easy way to ensure consistently superior quality with every aspect of every move.

VISION, MISSION AND DNA

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- **Communication:** Listen, learn and respond
- **Generosity:** Succeed and share

ARMSTRONG SERVICES SUMMARY

COMMERCIAL RELOCATION

Considered a premier global provider of local and long distance office moving services, Armstrong leverages its resources to achieve optimum service and value, which are critical to the success of its customers' projects. Armstrong is a fully integrated organization that can offer an array of facility, laboratory, and dormitory on-campus relocation, transportation, and warehouse solutions with one source of contact.

FURNITURE, FIXTURES AND EQUIPMENT

Armstrong has factory trained and certified systems furniture installers to handle all systems furniture needs. Armstrong can space plan, specify, transport, receive, layout, install and manage warranty work for any systems furniture products.

LIQUIDATION

Armstrong can facilitate the elimination of corporate assets by selling, donating or disposing of the items at a profit or no cost. Liquidation services include: asset auctions; brokerage, charitable contribution, donation for tax benefits, recycling and web-based retail sales.

ASSET MANAGEMENT

Armstrong's proprietary Asset Management Solutions (AMS) software system, built on a Microsoft.net platform, provides process standardization, complete visibility of assets, inventorying, receiving, redeployment, disposal, insurance valuation and depreciation schedules.

LOGISTICS

Armstrong provides tailored supply chain solutions that enhance efficiency, reliability and control, both domestically and internationally. Specialists provide consultative perspective on service procurement, planning, execution and administration. Armstrong's scope of service encompasses transportation, distribution, project management and technology.

DECOMMISSIONING, DISASTER RECOVERY AND RESTORATION

During a temporary deactivation due to disaster recovery, Armstrong provides removal and storage of all furniture, fixtures, equipment and records for the duration of a corrective facility action. For permanent facility decommissioning, Armstrong services include: broom-swept cleaning, asset disposition, computer recycling, cable removal and space restoration.

HOTELS AND HOSPITALS

Armstrong provides furniture, fixtures and equipment (FF&E) order tracking, freight claims, storage, delivery, installation, repair and asset management services. Armstrong's coast-to-coast warehouses offer clients customized safe and cost-effective storage solutions with dedicated floor space and racked, binned, palletized and climate-controlled environments.

SCOPE OF SERVICES, ASSUMPTIONS AND PRICING

City of Jackson SCOPE:

The Armstrong Company shall provide all trucks, equipment, materials, personnel, etc. necessary to perform the relocation of Public Education and Government Communication (PEG) agency from Metrocenter Mall to 633 N State St. Jackson, MS 39232.

The Armstrong Company requests that the project occur around the time period of the awarded four phases: Employee Clinic and conference room, Personnel Management, Cultural Services, and Parks and Recreation. This does not reflect any particular order in which services should be performed. This phasing is requested to keep the property of each agency and PEG separated more accurately.

This anticipated timeline to perform this project is additional working days from other agencies. Any packing performed by Armstrong personnel will incur a cost of \$45.00/man/hour.

Assumptions:

- 1. All items moved by Armstrong will be done so during normal business hours.**
- 2. All lateral files and loose non-furniture items will be packed by employees including employee office contents prior to move day.**
- 3. All areas should be packed and ready to be moved by specified move dates.**
- 4. Wait times at sites due to no fault of Armstrong's will result in a detention charge of \$325 an hour if work stops at no fault of Armstrong.**
- 5. Payment terms are net 30 days.**
- 6. Includes minimal valuation at \$.30 per lb. per article provided at no charge. Additional valuation can be provided at additional charge.**



**INSTALLATION
AND
DELIVERY SERVICE,
INC.**



P. O. BOX 333
TERRY, MS 39170-0333
PHONE: (601) 355-5182
FAX: (601) 353-5182

e-mail: terrys@terrysininstallation.com
Website: terrysininstallation.com

Quoted to:

CITY - PARKS AND RECREATION
ATTN: CHLOE DOTSON
200 SOUTH PRESIDENT STREET
JACKSON, MS 39201

Quotation

Quote Number:
9787

Quote Date:
Jul 10, 2023

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY - PARKS AND	8/9/23	Net 15 Days	HOLDEN

Quantity	Item	Description	Unit Price	Extension
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1.00

THIS COST FACTOR IS FOR LABOR AND EQUIPMENT TO RELOCATE OFFICE FURNITURE/FURNISHINGS, STORAGE AREA EQUIPMENT, RECREATION SUPPLIES, FILE ROOM CONTENTS, AND COMPUTERS FROM CURRENT LOCATION IN METROCENTER TO NEW LOCATION DURING NORMAL BUSINESS DAYS/HOURS, IN A CLEAN ENVIRONMENT AND ARRANGE ACCORDING TO THEIR PLANS. ONLY A ONE TIME PLACEMENT. THIS INCLUDES ALL 4 DEPARTMENTS. WORKSTATIONS ARE NOT INCLUDED.

1.00 BLANK1

TERRY'S IS NOT RESPONSIBLE FOR PACKING/UNPACKING, LABELING/TAGGING, DISCONNECTING/RECONNECTING OF COMPUTERS. EVERYTHING MUST BE PROPERLY PACKED OR EMPTY AND READY TO BE MOVED THE DAY OF MOVE.

Subtotal	Continued
Sales Tax	Continued
Total	Continued



**INSTALLATION
AND
DELIVERY SERVICE,
INC.**



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TERRY, MS 39170-0333
PHONE: (601) 355-5182
FAX: (601) 353-5182
e-mail: terrys@terrysininstallation.com
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Quotation

Quote Number:
9787
Quote Date:
Jul 10, 2023

Customer ID	Good Thru	Payment Terms	Sales Rep	
CITY - PARKS AND	8/9/23	Net 15 Days	HOLDEN	
Quantity	Item	Description	Unit Price	Extension
1.00	BLANK1	JOB INCLUDES: ESTIMATED 8 PRIVATE OFFICES ESTIMATED 10 SHELVING UNITS SEATING 2 BREAKROOMS 5 WAITING/SITTING AREAS ESTIMATED 20 STORAGE CABINETS		
1.00				
1.00	BLANK1	/ DEPARTMENT OF PARKS AND RECREATION	26,500.00	26,500.00
1.00	BLANK1	b DEPARTMENT OF HUMAN AND CULTURAL SERVICES	18,950.00	18,950.00
1.00	BLANK1	w HEALTH CLINIC DEPARTMENT	3,450.00	3,450.00
1.00	BLANK1	y DEPARTMENT OF HUMAN RESOURCES	13,500.00	13,500.00
1.00	BLANK1	PACKING MATERIAL FOR UP TO 1000 BOXES	4,500.00	4,500.00

Subtotal 66,900.00
Sales Tax
Total 66,900.00

48

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH BUSINESS SYSTEMS & CONSULTANTS FOR THE INSTALLATION OF A SHELVING SYSTEM AND RELATED PROFESSIONAL SERVICES FOR 633 NORTH STATE STREET

WHEREAS, the City of Jackson must move all operations out of the MetroCenter Mall; and

WHEREAS, said operations are to be relocated to 633 North State Street; and

WHEREAS, 633 North State Street must be prepared for use and business operations; and

WHEREAS, Business Systems & Consultants submitted a quote in the amount of \$11,970.00 to install a shelving system, pack, transport, unpack files and to provide related professional services associated with the move of the Department of Personnel Management to 633 North State Street; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities accept the quote from Business Systems & Consultants.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Business Systems & Consultants to install a shelving system, pack, transport, unpack files and to provide related professional services associated with the move of the Department of Personnel Management to 633 North State Street.

IT IS FURTHER ORDERED that the amount to be paid under the agreement shall not exceed \$11,970.00.



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$11,970.00 for materials and professional services from Business Systems & Consultants (BSC) for a shelving system, installation, packing, transporting and unpacking of files to the Department of Personnel Management's new location of 633 N. State St. Work is to commence immediately, as City councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/03/23
DATE

POINTS	COMMENTS
1. Brief Description/Purpose	Order for contract with Business Systems & Consultants (BSC) for shelving unit and related services for the Department of Personnel Management.
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, 7
3. Who will be affected	All City of Jackson residents and employees who work in stated department/division(s)
4. Benefits	Safer environment for City staff and visitors to affected departments.
5. Schedule (beginning date)	Immediately pending execution of contract
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"/>	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT
8. COST	\$11,970.00
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (440-40455-6419)
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 ___



July 24, 2023

Ms. Vickie Perry
Deputy Director
City of Jackson Department of Personnel Management
1000 Metrocenter Drive
Jackson, MS 39205

Dear Vickie:

As requested, I have listed below pricing and description for a Shelving System for your office.

Shelving System to consist of:

1. Eight 36" wide X 12" deep X 76" high sections of single face shelving, 7 openings
2. Installation and Freight
3. Transferring the files over to the new location at 633 North State St. This price includes unloading the shelving at the Metrocenter office into approximately 135 boxes, transporting to the new location and loading into the new shelving.

Total Price - \$ 11,970

If you have any questions, please feel free to contact me at 601-750-7142. I appreciate the opportunity to work with you.

Sincerely,

Barry McNair

Barry McNair
Business Development Manager

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

Yeas – Grizzell, Hartley and Lindsay.

Nays – Foote.

Abstention – Banks and Lee

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 18, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



City of Jackson, MS
 200 South Presidents Street
 Jackson, MS 39201

Bill To

Ship To
 PLANNING AND DEVELOPMENT
 200 SOUTH PRESIDENT ST
 SUITE 229
 JACKSON, MS 39205

Purchase Order

Fiscal Year 2023 Page 1 of 1

Purchase Order	
Purchase Order Number	2300170
Purchase Order Date	07/28/20
Department	PLANNING & DEVELOPMENT
Required By	08/04/20

Vendor
 BUSINESS SYSTEMS & CONSULTANTS, INC
 113 LITTLE VALLEY CT.
 BIRMINGHAM, AL 35244

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
205-988-3300		402028	4842	Monica Oliver	

NOTES
 CONSTRUCTION GENERAL SERVICES (INCL MAINT AND REPA)

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INSTALLATION OF SHELVING SYSTEM AND RELATED TASKS FOR RELOCATION TO 633 N STATE ST	1.0000	EACH	\$11,970.0000	\$11,970.00

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Purchasing Manager

Purchase Order Total **\$11,970.00**

49

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY CO. FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND SERVICES FOR 633 NORTH STATE STREET

WHEREAS, the City of Jackson must move all operations out of the MetroCenter mall; and

WHEREAS, said operations are to be relocated to 633 North State Street; and

WHEREAS, 633 North State Street must be prepared for use and business operations; and

WHEREAS, Metro Communications & Utility Co. submitted a quote in the amount of \$32,438.80 to provide fiber and related materials and services to make 633 North State Street operational; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities accept the quote from Metro Communications & Utility Co.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Metro Communications & Utility Co. to provide fiber and related materials and services for 633 North State Street.

IT IS FURTHER ORDERED that the amount to be paid under the agreement shall not exceed \$32,438.80.

Agenda Item # 49
August 15, 2023
Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/03/23
DATE

P O I N T S		C O M M E N T S																														
1.	Brief Description/Purpose	Order for contract Metro Communications & Utility Co. for fiber and related professional services.																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	6, 7																														
3.	Who will be affected	All City of Jackson residents and employees who work in stated department/division(s)																														
4.	Benefits	Cleaning of properties will remove threats to health, safety and welfare of surrounding residents while improving the condition of the community.																														
5.	Schedule (beginning date)	Immediately pending execution of contract																														
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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT																														
8.	COST	\$32,438.80																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (440-40455-6419)																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 08/03/2023

Re: Agenda Item

Due to the dilapidated conditions of the Metrocenter Mall and in the best interest of the public and city staff, it is necessary to relocate all City of Jackson departments to a safer environment.

The Office of Planning has accepted a quote in the amount of \$32,438.80 for fiber and related professional services from Metro Communications & Utility Co. to equip and make ready 633 N. State St. Work is to commence immediately, as City councilmembers voted to terminate the lease agreement with Retro Metro at the July 18, 2023 council meeting.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail cdotson@jacksonms.gov.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY CO. FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND SERVICES FOR 633 NORTH STATE STREET** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



8/9/23
Date

FROM: METRO COMMUNICATIONS & Utility
Contractors

QUOTE # 23.0531-R

P. O. Box 1070
Clinton, MS 39060
Phone 601-826-9358



TO: Telecommunications Dept.
City of Jackson
2320 Riverside Dr.
Jackson, MS 39202

COMMENTS OR SPECIAL INSTRUCTIONS: CITY OF JACKSON, Installation
of Fiber to 633 N. State St Building from Fortification St.

TECHNICIAN	P. O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	DATE
ADT		Keith Lewis			7/28/23
Quantity	Description	Unit Price	Total		
4,300'	Fiber Optic Installation (Underground/Aerial)	\$1.75	\$7,525.00		
1	Building Entry	\$150.00	\$150.00		
4,000'	Install Messenger	\$.70	\$2,800.00		
4,000'	Lashing Fiber to Messenger	\$.65	\$2,600.00		
	Materials: Includes bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment and lashing of fiber	\$2,100.00	\$2,100.00		
1	Project Permit Cost	\$250.00	\$250.00		
27	Make ready per utility pole	\$80.00	\$2,160.00		
4,300'	12ct Fiber Optic Cable	\$2.326	\$10,001.80		
20	Traffic Control for heavy traffic area	\$50.00	\$1,000.00		
1	Terminate Fiber Cable at box and building	\$3,852.00	\$3,852.00		
		Subtotal	\$32,438.80		
		Shipping & Handling			
		Miscellaneous			
		Total	\$32,438.80		
<p>This quote is good for 90 days.</p>					

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

Yeas – Grizzell, Hartley and Lindsay.

Nays – Foote.

Abstention – Banks and Lee

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 18, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



City of Jackson, MS
 200 South Presidents Street
 Jackson, MS 39201

Purchase Order

Fiscal Year 2023 Page 1 of 1

Purchase Order

Purchase Order Number **23001701**
 Purchase Order Date 07/31/2023
 Department **PLANNING & DEVELOPMENT**
 Required By 08/04/2023

Bill To

Ship To
PLANNING AND DEVELOPMENT
200 SOUTH PRESIDENT ST
SUITE 229
JACKSON, MS 39205

Vendor

METRO COMM & UTIL CONTRACT LLC
METRO COMM & UTIL CONTRACT LLC
P O BOX 1070
CLINTON, MS 39060

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-828-9358	METROCOMMJXNMS@AOL.COM	71724	4841	Natasha Caston	

NOTES

ELECTRICAL ENGINEERING SERVICES, PROFESSIONAL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FIBER OPTIC INSTALLATION (UNDDERGROUND/AERIAL)	4,300.0000	FT	\$1.7500	\$7,525.00
2	BUILDING ENTRY	1.0000	EACH	\$150.0000	\$150.00
3	INSTALL MESSENGER	4,000.0000	FT	\$0.7000	\$2,800.00
	LASHING FIBER TO MESSENGER	4,000.0000	FT	\$0.6500	\$2,600.00
	MATERIALS: INCLUDES BOLTS, NUTS, WASHERS, POLE ATTACHMENTS, CONDUIT, MESSENGER CABLE, EQUIPMENT AND LASHING OF FIBER	1.0000	EACH	\$2,100.0000	\$2,100.00
6	PROJECT PERMIT COST	1.0000	EACH	\$250.0000	\$250.00
7	MAKE READY PER UTILITY POLE	27.0000	EA	\$80.0000	\$2,160.00
8	12CT FIBER OPTIC CABLE	4,300.0000	EACH	\$2.3260	\$10,001.80
9	TRAFFIC CONTROL FOR HEAVY TRAFFIC AREA	20.0000	EACH	\$50.0000	\$1,000.00
10	BORE 2" UNDERGROUND CONDUIT FOR FIBER ROUTE	1.0000	EACH	\$0.0000	\$0.00
11	TERMINATE FIBER CABLE AT BOX AND BUILDING	1.0000	EA	\$3,852.0000	\$3,852.00

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Purchasing Manager

Purchase Order Total \$32,438.80

Purchase Order

50

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE BEAN PATH TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)

6/6/00/09
2/2/2023

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 U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, on May 26, 2020, the City Council adopted an Order, recorded in Minute Book 6R, page 135 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division, recommends that the Mayor be authorized to execute the contract and related documents with The Bean Path to expend the CDBG CARES Act funds in an amount not to exceed two hundred fifty thousand dollars (\$250,000.00) to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning April 1, 2022 through December 31, 2023; and

WHEREAS, the City of Jackson will only reimburse The Bean Path for expenses related to the efforts to provide protection for their students and staff, as well as redevelopment expenses that were implemented to ensure the Makerspace is capable of continually providing a safe environment should social distancing or outdoor services be necessary.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with The Bean Path to expend CDBG CARES Act funds in an amount not to exceed two hundred fifty thousand dollars (\$250,000.00) beginning April 1, 2022 through December 31, 2023 to prepare, prevent and respond to the Coronavirus in the City of Jackson.

Item# 50
Date: August 15, 2023
By: Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/15/23

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE BEAN PATH TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)
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	7. Quality of Life
3.	Who will be affected	
4.	Benefits	
5.	Schedule (beginning date)	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Housing and Community Development
8.	COST	\$250,000.00
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG CARES Act Funds
10.	EBO participation	ABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input checked="" type="checkbox"/> HBE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NABE <input type="checkbox"/> % WAIVER yes <input type="checkbox"/> no <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: July 28, 2023

RE: Agenda Item August 15, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with The Bean Path to expend the CDBG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

The City of Jackson will only reimburse The Bean Path for expenses included but not limited to:

- **Increased cleaning:** Our teams increased their cleaning protocols, with more frequent cleaning and disinfecting of high-touch surfaces such as desks, chairs, door handles, and light switches.
- **Hand sanitizing stations:** We installed hand sanitizing stations in classrooms to encourage regular hand hygiene.
- **Masks and face coverings:** Our teams required students, teachers, and staff to wear masks or face coverings in classrooms to reduce the spread of respiratory droplets.
- **Social distancing:** In addition to classroom setup changes to ensure social distancing, our teams implemented protocols to encourage students to maintain physical distance, such as marking off six-foot distances on floors or limiting the number of students allowed in common areas at any one time.
- **Classroom materials:** Our teams limited the sharing of classroom materials or provided individual supplies to students to reduce the risk of transmission through shared objects.

The contract will cover costs of services beginning April 1, 2022 through December 31, 2023.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE BEAN PATH TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

8/9/23
Date

JTD CDBG-CV Grant Proposal

In response to the need for long-term solutions for protecting vulnerable groups (our target groups of youth and senior citizens especially) from the described effects of COVID-19, as well as preventing the further spread, Bean Barn Properties in partnership with Bean Path Makerspace. The following were factors we spent funding on due to COVID: additional staff after volunteers became unavailable, software and apps, building renovations that had to start earlier since we could not longer operate out of the local libraries, purchasing additional supplies like sanitizer, more costly individually wrapped food, virtual training for staff and clients, increased marketing expenses, and extra cleaning services.

More specifically, with the classes, workshops, and activities offered by Bean Path in 2019-2020, we were able to offer Jackson residents opportunities that facilitated and increased in their skillsets, introduced them to opportunities to gain economic mobility, while practicing all of the admonitions of social distancing.

Team members were taught social distancing protocols during the COVID-19 pandemic through a range of training approaches, including professional development, written guidance, demonstration and modeling, and collaboration and feedback. These training efforts were designed to help teachers and volunteers implement social distancing effectively and support a safe learning environment for students.

Sanitary protocols in the Makerspace were designed to reduce the risk of transmission of the virus. Our team implemented a range of measures to increase cleanliness and encourage good hygiene, while also implementing measures to reduce close contact between individuals and improve ventilation. Here are some common measures that were taken:

- **Increased cleaning:** Our teams increased their cleaning protocols, with more frequent cleaning and disinfecting of high-touch surfaces such as desks, chairs, door handles, and light switches.
- **Hand sanitizing stations:** We installed hand sanitizing stations in classrooms to encourage regular hand hygiene.
- **Masks and face coverings:** Our teams required students, teachers, and staff to wear masks or face coverings in classrooms to reduce the spread of respiratory droplets.
- **Social distancing:** In addition to classroom setup changes to ensure social distancing, Our teams implemented protocols to encourage students to maintain physical distance, such as marking off six-foot distances on floors or limiting the number of students allowed in common areas at any one time.
- **Classroom materials:** Our teams limited the sharing of classroom materials or provided individual supplies to students to reduce the risk of transmission through shared objects.

During this time, we became acutely aware of the necessity to protect our members and the community as we began the development process of the Jackson Technology District. Therefore, we implemented the following strategies for the Bean Path Workspace and the Jackson Tech District as a whole:

- Acquisition of an additional nine acres of land to better facilitate social distancing should the need arise - \$510,000
- Engineering and landscaping - \$69,600
- Onboarding staff and training - \$152,000
- Makerspace construction and renovation - \$253,000

- Environmental Testing - \$90,000
- Equipment and furnishings - \$37,520
- **Total - \$1,112,120**

Bean Path is seeking a CDBG CV grant in the amount of \$650,000 for reimbursement expenses related to our efforts to provide protection for our students and staff, as well as the predevelopment expenses that were implemented to ensure the Makerspace is capable of continually providing a safe environment should social distancing or outdoor services is necessary.



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-3000

September 11, 2020

The Honorable Chokwe Lumumba
Mayor of Jackson
P.O. Box 17
Jackson, MS 39205

Dear Mayor Lumumba:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$1,467,283. Your cumulative amount for all allocation rounds is \$2,568,508.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

November 30, 2021

Valerie Tucker, Interim Deputy Director
City of Jackson
Office of Housing and Community Development
218 S. President Street
Jackson, MS 39201

Dear Ms. Tucker:

SUBJECT: CARES Act Award Transmittal

The Jackson Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 3 \$2,568,508

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning. The Federal Register Notices for each program are posted on the HUD website as listed below:

- CDBG-CV Notice: https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Note_Federal_Register_Publication_2002-08.pdf

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all
www.hud.gov espanol.hud.gov

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. Electronic signature and email submission of the agreement to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should not be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Dana Jones, Sr. CPD Representative at dana.t.jones@hud.gov.

Sincerely,


Donnetta McAdoo, Director
Office of Community Planning and
Development

Enclosures

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 646000503	3b. Grantee's 9-digit DLMS Number 199732731
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin (mm/dd/yyyy) 11/30/2021	5a. Project/Grant No. 1 B-20-MW-28-0003
	5b. Project/Grant No. 2	5a. Amount Approved \$2,568,508
		5b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver or listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by subcontracted entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donetta Meadoo	Grantee Name (Contractual Organization) Jackson (Jackson(City Of))
Title CPD Director	Title
Signature 	Signature
Date (mm/dd/yyyy) 11/30/2021	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/11/2021 9b. Date Grantee Notified (mm/dd/yyyy) 11/30/2021 9c. Date of Start of Program Year (10/01/2020)	10. Check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
		FY (2020)	
a. Funds Reserved for this Grantee		\$2,568,508	
b. Funds now being Approved			
c. Reversion to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Jackson(City Of) 200 S President St Jackson, MS 39201-4307
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Charles A. Lumbana
	Title Mayor
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in Item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering <u>Department/Agency</u>	<u>Indirect cost rate</u>	Direct <u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's Implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, May 26, 2020 10:00 A.M.

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WHEREAS, the Department of Planning and Development, through its Transit Division, desires to enter into an agreement for non-hazardous waste removal at its administrative and maintenance facility located at 1785 Highway 80 West, Jackson, Mississippi; and

WHEREAS, Pitres' Environmental Services, Inc. was the only respondent to the staff's March 5, 2020, request for quotes to provide the non-hazardous waste removal; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Pitres' Environmental Services, Inc. to provide the services for thirty-six (36) month commencing on June 1, 2020 through May 31, 2023; and

WHEREAS, the cost shall not exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application, which is covered by FTA funds and the City's local match; and

WHEREAS, an increase in price must be approved by the governing authorities; and

WHEREAS, this agreement will expire after thirty-six (36) months unless approval is granted by the governing authorities.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute the agreement with Pitres' Environmental Services, Inc. for non-hazardous waste removal at the JTRAN Administrative and Maintenance Facility for an amount not to exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application through May 31, 2023.

IT IS FURTHER ORDERED that the services shall be paid for using Federal Transit Administration (FTA) grant funds at 80% and local match from General Fund at 20% to the Office of Transportation

Council Member Tillman moved adoption; President Lindsay seconded.

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

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT.

WHEREAS, on August 11, 2015, found at Minute Book 6-H, Page 550, the Mayor was authorized to submit the City of Jackson's 2015 - 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the following amounts: \$1,101,225 - Community Development Block Grant (CDBG), \$208,689 - Housing Opportunities for Persons with AIDS (HOPWA), and \$575,228 - Emergency Solutions Grants (ESG) funds; and

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, May 26, 2020 10:00 A.M.**

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WHEREAS, federal regulations require amendments to a jurisdiction's 5-year Consolidated and One-year Action Plans in order to utilize increases in funding and to establish new projects and programs; and

WHEREAS, the federal regulations found at 24 CFR 91.105 require the jurisdiction to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation; and

WHEREAS, in response to COVID-19, the federal government is allowing certain waivers to several federal requirements; and

WHEREAS, it is necessary to amend the Citizen Participation Plan to allow for the exceptions provided in the waivers to permit a minimum 5-day comment period on Substantial Amendments to Consolidated and Annual Action Plans during the Coronavirus Pandemic. The waivers also allow for virtual public hearings to comply with restrictions on large gatherings of more than 10 people.

IT IS, THEREFORE, ORDERED that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5 YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan by:

Increasing available funding to include CARES Act funding awarded to the City of Jackson; and, including projects to expend the CARES Act funding in preparing, preventing and responding to the Coronavirus.

IT IS FURTHER ORDERED that at the conclusion of the public comment period, unless there are objections from the general public, that the amendment to the 2015 – 2019 Consolidated and the 2019 Annual Action Plan, along with amendments to the Citizen Participation Plan will be considered adopted. However, if there are objections from the public, these objections will be presented to the governing authorities for consideration prior to the adoption of the

President Lindsay moved adoption; Council Member Tillman seconded.

Yeas- Banks, Foote, Lindsay, Priestler, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, on March 28, 2017, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, the contract with XEROX expired in March, 2020; and

WHEREAS, the Office of the City Attorney and City Prosecutor desires to enter into a 36-month rental agreement of three (3) copy machines: two XEROX C8070H and one C8045H; and

WHEREAS, Xerox Corporation, at 2627 Ridgewood Road, Jackson, Mississippi provides through State Contract No. 072788800, two XEROX C8070H (Office of the City Attorney) and one C8045H (Office of the City Prosecutor).

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Xero) providing for a 36-month rental of three (3) rental copiers: two XEROX C8070H (Office of the City Attorney) at a combined total of \$436.52 and one C8045H (Office of the City Prosecutor) at a cost of \$192.14 per month to include service and supplies, except paper and staples.

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ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

OFFICE OF THE CLERK OF SUPERIOR COURT
 8/15/23
 [Signature]

WHEREAS, a certain unanticipated need and allocation in the amount of \$16,132.00 for Other Professional Services needs for the Planning Department has arisen since the adoption of Fiscal Year 2023 budget; and

WHEREAS, the Department of Planning and Development's Fiscal Year 2023 Budget needs to be revised to reallocate funding for the professional services needed; and

WHEREAS, the following funds would be revised and reallocated as follows:

To/From	Fund/Account Number	Amount	
From:	001.404.10.6742	\$1979	Contribution to Other Agencies
	001.404.10.6231	\$586	Supplies & Materials
	001.404.10.6232 -	\$74	Supplies & Material
	001.404.10.6242	\$123	Supplies & Materials
	001.404.40.6320	\$290	Supplies & Materials
	001.404.40.6847	\$368	Capital Outlay
	001.404.40.6868	\$12,250	Capital Outlay
	001.444.20.6318	\$462	Supplies & Materials
To:	001.404.10.6419	\$7,732	Other Professional Services
	001.404.10.6240	\$8,400	Non-Capitalized Materials

WHEREAS, this transfer of \$16,132.00 is in statutory compliance with Mississippi Code Section 21-35-25 as this budget revision does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Planning and Development's 2022-2023 Fiscal Year Budget.

IT IS HEREBY ORDERED, that the Department of Planning and Development's Fiscal Year Budget be revised and reallocated in the amount of \$16,132.00 as follows:

To/From	Fund/Account Number	Amount	
From:	001.404.10.6742	\$1979	Contribution to Other Agencies
	001.404.10.6231	\$586	Supplies & Materials
	001.404.10.6232 -	\$74	Supplies & Material
	001.404.10.6242	\$123	Supplies & Materials
	001.404.40.6320	\$290	Supplies & Materials
	001.404.40.6847	\$368	Capital Outlay
	001.404.40.6868	\$12,250	Capital Outlay
	001.444.20.6318	\$462	Supplies & Materials
To:	001.404.10.6419	\$7,732	Other Professional Services
	001.404.10.6240	\$8,400	Non-Capitalized Materials

Agenda Item # 51
 August 15, 2023
 Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 15, 2023 .
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING REVISING THE DEPARTMENT OF PLANNING AND DEVELOPMENT FISCAL YEAR 2023 BUDGET.
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	
3.	Who will be affected	
4.	Benefits	
5.	Schedule (beginning date)	Upon passage.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Wards Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development
8.	COST	N/A
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	- From: :001.404.10.6742 \$1979 001.404.10.6231 \$586 001.404.10.6232 \$74 001.404.10.6242 \$123 001.404.40.6230 \$290 001.404.40.6847 \$368

		001.404.40.6868	\$12,250
		001.444.20.6318	\$462
	To:	001.404.10.6419	\$7,732
		001.404.10.6240	\$8,400
10.	EBO participation	ABE _____ % WAIVER	yes ___ no ___ N/A
		AABE _____ % WAIVER	yes ___ no ___ N/A
		WBE _____ % WAIVER	yes ___ no ___ N/A
		HBE _____ % WAIVER	yes ___ no ___ N/A
		NABE _____ % WAIVER	yes ___ no ___ N/A



Department of Planning and Development

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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Chloe Dotson Department of Planning and Development
Date: July 11, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda transferring budget funds from unused portions of the FY23 budget to the professional services account.

From:	001.404.10.6742	\$1979	Contribution to Other Agencies
	001.404.10.6231	\$586	Supplies & Materials
	001.404.10.6232 -	\$74	Supplies & Material
	001.404.10.6242	\$123	Supplies & Materials
	001.404.40.6320	\$290	Supplies & Materials
	001.404.40.6847	\$368	Capital Outlay
	001.404.40.6868	\$12,250	Capital Outlay
	001.444.20.6318	\$462	Supplies & Materials
To:	001.404.10.6419	\$7,732	Other Professional Services
	001.404.10.6240	\$8,400	Non-Capitalized Materials

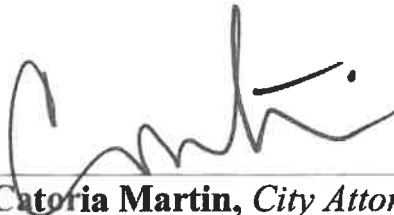
This transfer will support funds needed for Other Professional Services for the Planning Department. Please free to contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE FISCAL YEAR 2023 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*

8/9/23
Date

52

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCES FOR ALL GRANTS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC

Handwritten signature and date: 8/15/23

WHEREAS, the City of Jackson’s Department of Planning and Development, through the Office of Housing and Community Development (OHCD), will be implementing several neighborhood service programs aimed at building quality of life for residents in the City of Jackson; and

WHEREAS, on June 6, 2023, the Department of Planning and Development published a Quotation Request Form seeking a vendor to perform environmental reviews per U.S. Department of Housing and Urban Development (HUD) guidelines; and

WHEREAS, June 12, 2023 to June 14, 2023, the Department of Planning and Development received two (2) completed quotation request forms; and

WHEREAS, GIBCO Environmental, LLC submitted the lowest price quotes to complete environmental reviews for HUD funded projects throughout the Department of Planning and Development; and

WHEREAS, GIBCO Environmental, LLC has a principal office located at 1651 E. 70th Street PMB 403 Shreveport, LA 71105 and

WHEREAS, GIBCO Environmental, LLC will complete each HUD environmental review as required as outlined below once the purchase order is approved.

Description of Items Requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Price Per Project Location
Part 58 Categorically Excluded Review-Housing Rehab	\$2,200.00
Part 58 Categorically Excluded Review-New Construction	\$2,400.00
Part 58 NEPA Environmental Assessment	\$3,300.00
Part 58 CEST- Scattered Site Demolitions	\$1,700.00
Phase I ESA per ASTM E-1527-21 when required.	\$3,600.00

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with GIBCO Environmental, LLC to provide environmental reviews for HUD funded projects throughout the Department of Planning and Development as outlined below once the purchase order is approved.

Description of Items Requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Price Per Project Location
Part 58 Categorically Excluded Review-Housing Rehab	\$2,200.00

Agenda Item # **52**
 August 15, 2023
 Dotson, Lumumba

Part 58 Categorically Excluded Review-New Construction	\$2,400.00
Part 58 NEPA Environmental Assessment	\$3,300.00
Part 58 CEST- Scattered Site Demolitions	\$1,700.00
Phase I ESA per ASTM E-1527-21 when required.	\$3,600.00

IT IS FURTHER ORDERED that the total amount expended to GIBCO Environmental, LLC shall be paid for from funds budgeted to the Department of Planning and Development once the purchase order is approved.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 08/15/2023

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCES FOR GRANTS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC
2.	Purpose	Environmental Review Clearances
3.	Who will be affected	City of Jackson
4.	Benefits	
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u> X </u> Consultant <u> </u>	Department of Planning & Development Office of Housing & Community Development
8.	COST	\$ Price per project location (see order)
9.	Source of Funding General fund <u> X </u> Grant fund <u> X </u> Bond <u> </u> Other <u> </u>	
10.	E. B.O. Participation	ABE <u> </u> % WAIVER <u> </u> yes <u> </u> no <u> </u> N/A <u> </u> AABE <u> </u> % WAIVER <u> </u> yes <u> </u> no <u> </u> N/A <u> </u> WBE <u> </u> % WAIVER <u> </u> yes <u> </u> no <u> </u> N/A <u> </u> HBE <u> </u> % WAIVER <u> </u> yes <u> </u> no <u> </u> N/A <u> </u> NABE <u> </u> % WAIVER <u> </u> yes <u> </u> no <u> </u> N/A <u> </u>

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Chloe' Dotson, Director
Department of Planning and Development

Copy To: Grant file

DATE: August 7, 2023

RE: Agenda Item for August 15, 2023 Council Meeting

The attached agenda item is to authorize execution of purchase order(s) to out-source environmental review clearances for grant projects through the Department of Planning and Development.

Several quotes were received and reviewed with GIBCO Environmental, LLC submitting the lowest quote.

Should you have any questions or need additional information, please let me know.

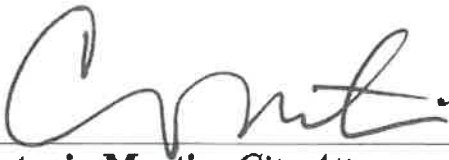
/sr

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCES FOR ALL GRANTS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* 

8/9/23
Date

53

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN VISIT JACKSON ("VJ") AND THE CITY OF JACKSON ("COJ") TO FUND A BEAUTIFICATION PROJECT BY INSTALLING WAY FINDING SIGNAGE FROM THE KING EDWARD HOTEL DOWN TO FARISH ST AND FROM FARISH ST TO THE CONVENTION CENTER AS WELL AS FROM THE WESTIN HOTEL TO THE CONVENTION CENTER.

WHEREAS, Visit Jackson is an institutional partner with the City of Jackson and serves as the official destination marketing organization for the city; and

WHEREAS, the parties desire to enter into a document titled "Memorandum of Understanding between Visit Jackson and the City of Jackson, Mississippi herein after referred to as ("MOU"), and

WHEREAS, both Visit Jackson and the City are of the opinion that a comprehensive plan to beautify and brand unique pathways from two major downtown hotels (The Westin & The Hilton Garden Inn/King Edward) to the Jackson Convention Complex is needed.

WHEREAS, the branded pathway will provide directional signage and a safe walking pathway for convention attendees and youth sporting events held at the Jackson Convention Complex.

WHEREAS, Visit Jackson will cover the following expenses:

- Install signage on chain link fences on Farish Street (between Pascagoula Street and Pearl Street)
- Paint parking meters on Farish Street (between Capital Street and Pascagoula Street)
- Install cafe lights on Farish (between Pascagoula Street and Pearl Street)
- Paint sidewalks and curbs on Farish Street (between Capital Street and Pascagoula Street)
- Install way-finding signage in planter beds on Capital Street, from Hilton Garden Inn/King Edward to the Farish Street intersection.

WHEREAS, the City will be responsible for:

- Removing broken chain link fences across from the Jackson Convention Complex
- Cleaning up flower beds next to the Arts Center of Mississippi

WHEREAS, it is understood that this Agreement in no way financially obligates either party beyond resources agreed upon in this Agreement.

IT IS, FURTHER ORDERED that the Mayor of the City of Jackson and/or his Designee, be authorized to execute any and all documents necessary to facilitate the terms of the herein-described Memorandum of Understanding.

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 ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN VISIT JACKSON ("VJ") AND THE CITY OF JACKSON ("COJ") TO FUND A BEAUTIFICATION PROJECT BY INSTALLING WAY FINDING SIGNAGE FROM THE KING EDWARD HOTEL DOWN TO FARISH ST AND FROM FARISH ST TO THE CONVENTION CENTER AS WELL AS FROM THE WESTIN HOTEL TO THE CONVENTION CENTER** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

8/9/23
Date

54

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "TARRY FUNCHESS AND JOSEPHINE FUNCHESS V. CITY OF JACKSON, MISSISSIPPI" IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 17-cv-02954

WHEREAS, on June 27, 2017, Tarry Funchess and Josephine Funchess filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi and Demond Cooper, Individually, alleging negligence; and

WHEREAS, on August 8, 2023, the parties, through counsel, 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 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 resolves 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 *Tarry Funchess and Josephine Funchess v. City of Jackson, Mississippi*; Civil Action No.: 17-cv-02954; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their 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

Item# 54

Date: August 15, 2023

By: Lumumba, Martin, Barker

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8/9/2023

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “TARRY FUNCHESS AND JOSEPHINE FUNCHESS V. CITY OF JACKSON, MISSISSIPPI” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 17-cv-02954
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	\$35,000.00
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 _____ %	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: 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: August 9, 2023

Re: **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “TARRY FUNCHESS AND JOSEPHINE FUNCHESS V. CITY OF JACKSON, MISSISSIPPI” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 17-cv-02954**

This memorandum is to request the settlement of the above-mentioned case. Below is a brief summarization of the facts, procedural history, and settlement recommendation.

On June 27, 2016, the Plaintiffs were traveling southbound on Martin Luther King, Jr. Drive. Demond Cooper, a City of Jackson employee in the Public Works department while in the course and scope of his employment, was driving a city vehicle in the same direction on Martin Luther King, Jr. Drive. Mrs. Funchess, the driver, stopped in the middle of the roadway as she was attempting to turn left onto Crawford Street. Mr. Cooper, crossing double yellow lines, attempted to pass Plaintiff's vehicle on the left as she was turning which caused Mrs. Funchess to collide with the City vehicle. As a result of the motor vehicle accident, Plaintiffs suffered some injuries to their neck and back. Additionally, the Plaintiffs vehicle was damaged and had to be towed from the scene of the accident.

On June 27, 2017, Plaintiffs filed a lawsuit against the City and Demond Cooper, Individually, for negligence. Defendant, Demond Cooper died during the course of the litigation and as a result, he was dismissed from this lawsuit on November 8, 2019.

On August 8, 2023, the parties, through counsel, reached a proposed agreement to settle the aforementioned lawsuit. This settlement is reasonable as Plaintiff's original demand was \$95,000.00. If this matter proceeded to trial and/or the appellate process, the City's maximum exposure of liability would likely exceed \$90,000.00. Further, this settlement encompasses all of Plaintiff's claims against the City and their lawsuit would be 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.




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OFFICE OF THE CITY ATTORNEY
8/9/23

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "TARRY FUNCHES AND JOSEPHINE FUNCHES V. CITY OF JACKSON, MISSISSIPPI" IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 17-cv-02954 is legally sufficient for placement in NOVUS Agenda.



CATORIA MARTIN, *City Attorney*
Sheridan A. Carr, *Deputy City Attorney* 



DATE

